As filed with the Securities and Exchange Commission on October 31, 2003

Registration No. 333-107569

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1 to

Form S-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Arch Western Finance, LLC

(Exact name of registrant as specified in its charter)

Delaware	**1211**	**43-1811130**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

One CityPlace Drive, Suite 300

St. Louis, Missouri 63141
(314) 994-2700
(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

Robert G. Jones

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

Copy to:

Ronald D. West
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, Pennsylvania 15222-2312
Telephone: (412) 355-6500

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

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TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification No.	Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices
Arch Western Resources, LLC	Delaware	43-1811130	One CityPlace Drive, Suite 300 St. Louis, Missouri 63141 (314) 994-2700
Arch of Wyoming, LLC	Delaware	43-1811130	One CityPlace Drive, Suite 300 St. Louis, Missouri 63141 (314) 994-2700
Mountain Coal Company, L.L.C.	Delaware	43-1811130	One CityPlace Drive, Suite 300 St. Louis, Missouri 63141 (314) 994-2700
Thunder Basin Coal Company, L.L.C.	Delaware	43-1811130	One CityPlace Drive, Suite 300 St. Louis, Missouri 63141 (314) 994-2700

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

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SUBJECT TO COMPLETION, DATED OCTOBER 31, 2003

PRELIMINARY PROSPECTUS

Offer to Exchange

$700,000,000 6 3/4% Senior Notes due 2013
Registered Under the Securities Act of 1933
For
All of the Outstanding
$700,000,000 6 3/4% Senior Notes due 2013
of

Arch Western Finance, LLC

Unconditionally Guaranteed by
Arch Western Resources, LLC

The exchange offer will expire at 5:00 p.m., New York City time,

on , 2003, unless extended.

The Issuer is offering to exchange its outstanding notes described above for the new, registered notes described above. The terms of the new notes are identical in all material respects to the terms of the outstanding notes, except for certain transfer restrictions, registration rights and additional interest payment provisions relating to the outstanding notes. In this document, we refer to the outstanding notes as the "old notes" and to the new notes as the "registered notes." We sometimes refer to the old notes and the registered notes collectively as the "notes."

The notes will be senior obligations of the Issuer. The Notes are not currently senior, equal or junior to any other indebtedness of the Issuer. The notes will be unconditionally guaranteed on a senior basis by Arch Western Resources, LLC and each of its domestic subsidiaries other than Canyon Fuel Company, LLC. Each guarantee will rank equally with each guarantor's other unsecured senior indebtedness. The notes will be secured by a first-priority security interest in promissory notes issued by Arch Coal, Inc. to Arch Western Resources, LLC. These promissory notes are unsecured obligations of Arch Coal and are effectively subordinated to Arch Coal's secured indebtedness and other liabilities of Arch Coal's subsidiaries other than us and our subsidiaries.

The principal features of the exchange offer are as follows:

- The exchange offer is subject to certain conditions described in this prospectus, including that no injunction, order or decree has been issued which would prohibit, prevent or materially impair our ability to proceed with the exchange offer.
- All old notes that are validly tendered and not validly withdrawn will be exchanged.
- Tenders of old notes may be withdrawn at any time prior to the expiration of the exchange offer.
- The Issuer will not receive any proceeds from the exchange offer.

For a discussion of certain factors that you should consider before participating in the exchange offer, see "Risk Factors" beginning on page 9 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2003.

You should rely only on the information contained or incorporated by reference in this prospectus. Neither the Issuer, Arch Western, Arch Coal nor any subsidiary guarantor has authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information appearing in this prospectus is accurate only as of the date on the front cover of this prospectus or, with respect to information incorporated by reference from reports or documents filed with the Securities and Exchange Commission, the date such report or document was filed. Neither the delivery of this prospectus nor any sale or exchange hereunder shall under any circumstances imply that the information herein is correct as of any date subsequent to the date on the cover of this prospectus.

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Each broker-dealer that receives registered notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such registered notes. The form of letter of transmittal for the exchange offer states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act of 1933. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of registered notes received in exchange for old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Issuer and the Guarantors have agreed that, starting on the expiration date of the exchange offer and ending on the close of business one year after the expiration date of the exchange offer, they will make this prospectus available to any broker-dealer for use in connection with any such resale. See “Plan of Distribution.”

NOTICE TO ALL NEW HAMPSHIRE RESIDENTS

Neither the fact that a registration statement or an application for a license has been filed under RSA 421-B with the State of New Hampshire nor the fact that a security is effectively registered or a person is licensed in the State of New Hampshire constitutes a finding by the secretary of state that any document filed under RSA 421-B is true, complete and not misleading. Neither any such fact nor the fact that an exemption or exception is available for a security or a transaction means that the secretary of state has passed in any way upon the merits or qualifications of, or recommended or given approval to, any person, security or transaction. It is unlawful to make, or cause to be made, to any prospective purchaser, customer or client any representation inconsistent with the provisions of this paragraph.

SUMMARY

This summary is a brief discussion of material information about Arch Western Resources, LLC, Arch Western Finance, LLC and Arch Coal, Inc. contained elsewhere in this prospectus. As a result, it does not contain all of the information that you should consider in deciding whether to participate in the exchange offer. We urge you to carefully read this entire prospectus and the documents incorporated into it by reference, including the "Risk Factors" and "Forward-Looking Statements" sections and the consolidated financial statements and the notes to those statements. Unless the context otherwise indicates, as used in this prospectus the terms "Arch Western," "we," "our" and "us" and similar terms refer to Arch Western Resources, LLC, its wholly owned subsidiaries, including Arch Western Finance, LLC, and its 65% membership interest in Canyon Fuel Company, LLC; the term "Issuer" refers to Arch Western Finance, LLC; the term "Arch Coal" refers to Arch Coal, Inc. and its subsidiaries (including us); the term "Vulcan" refers to Vulcan Coal Holdings, L.L.C. and its subsidiaries (including Triton Coal Company, LLC); and the term "Triton" refers to Triton Coal Company, LLC. We are owned 99% by Arch Coal and 1% by an affiliate of BP p.l.c. We account for the financial results of Canyon Fuel utilizing the equity method. Coal reserves data in this prospectus includes all of the reserves of Canyon Fuel. Unless otherwise stated in this prospectus, production data for Arch Western and Arch Coal does not include Canyon Fuel production data. References to productivity in this prospectus are measured in tons of coal produced per employee shift.

Arch Western Resources, LLC

We are one of the largest and most productive operators of compliance and low sulfur coal mines in the United States. We sold 72.5 million tons of coal in 2002 and 33.3 million tons of coal during the six months ended June 30, 2003, all of which was compliance and low sulfur. We have a total of seven operating mines. Our largest mine, Black Thunder, is located in Wyoming in the Powder River Basin, the largest and fastest-growing U.S. coal-producing region. Black Thunder is the second largest coal mine in the United States. We are the largest producer of coal in the Western Bituminous Region, where we directly own three mines in Colorado and Wyoming and a 65% interest in Canyon Fuel Company, LLC, which owns and operates three mines in Utah, one of which is scheduled to be idled by June 30, 2004.

As of June 30, 2003, we controlled approximately 1.9 billion tons of proven and probable compliance and low sulfur coal reserves. Compliance coal and low-sulfur coal are coals which, when burned, emit 1.2 pounds or less and 1.6 pounds or less of sulfur dioxide per million Btu's, respectively. Compliance coal does not require electric generators to use sulfur dioxide reduction technologies to comply with the requirements of the Clean Air Act. Approximately 93.5% of our reserves is compliance coal.

We sell substantially all of our coal to producers of electric power, most of whom are large, investment grade utilities. Currently, we have sales contracts in place for all of our planned 2003 production, approximately 81% of our planned 2004 production and approximately 62% of our 2005 production. This provides us with a relatively reliable and stable revenue base. Our goal with respect to the remainder of our planned production is to seek long-term supply agreements with our largest and best customers as coal markets strengthen.

Arch Western Finance, LLC

The Issuer is a Delaware limited liability company and an indirectly wholly-owned subsidiary of Arch Western Resources, LLC. It was formed on June 3, 2003 solely for the purpose of being the issuer of the old notes and the registered notes. The Issuer has no operations, and we do not expect that it will have operations in the future. The Issuer's only asset is an intercompany note issued by Thunder Basin Coal Company, L.L.C., a wholly owned subsidiary of Arch Western and the direct owner of the Issuer, evidencing the net proceeds from the sale of the old notes that were loaned by the Issuer to Thunder Basin and, in turn, to us to repay our existing bank debt and for general purposes.

Arch Coal, Inc.

Arch Coal is the second largest and one of the most productive operators of compliance and low sulfur coal mines in the United States. Including our operations, as of June 30, 2003, Arch Coal controlled approximately 2.9 billion tons of proven and probable coal reserves. As of June 30, 2003, Arch Coal had 25 operating mines. Arch Coal sold 106.7 million tons of coal in 2002 and 48.3 million tons of coal during the six months ended June 30, 2003.

In addition to our operations, Arch Coal produces coal in Central Appalachia in the eastern United States. Arch Coal produces compliance and low sulfur coal exclusively, and 90% of its reserves are compliance quality or low sulfur. Arch Coal supplied the fuel for approximately 6% of the electricity used in the United States in 2002. In the past five years, Arch Coal has increased its coal production from 36.7 million tons in 1997 to 99.6 million tons in 2002, primarily as a result of selective acquisitions as well as the strategic development of existing reserves.

Arch Coal's common stock is listed on the New York Stock Exchange and traded under the symbol "ACI."

The Exchange Offer

On June 25, 2003, the Issuer issued in a private offering $700.0 million in aggregate principal amount of its 6 3/4% Senior Notes due 2013, which are referred to in this prospectus as the old notes. The Issuer, Arch Coal, Arch Western and the subsidiary guarantors entered into a registration rights agreement with the initial purchasers of the old notes in which the Issuer, Arch Coal, Arch Western and the subsidiary guarantors agreed to deliver this prospectus to you. You are entitled to exchange your old notes in the exchange offer for registered notes that are identical in all material respects to the old notes, except that the registered notes have been registered under the Securities Act of 1933, as amended, and will not bear legends restricting their transfer. Unless you are a broker-dealer or are unable to participate in the exchange offer, we believe that the registered notes to be issued in the exchange offer may be resold by you without compliance with the registration and prospectus delivery requirements of the Securities Act. We urge you to read the discussions under the headings "The Exchange Offer" and "Description of the Registered Notes" for further information regarding the registered notes.

Registration Rights Agreement	You are entitled under the registration rights agreement to exchange your old notes for registered notes with substantially identical terms. The exchange offer is intended to satisfy these exchange rights. After the exchange offer is complete, except as set forth in the next paragraph, you will no longer be entitled to any exchange or registration rights with respect to your old notes. The registration rights agreement requires us to file a registration statement for a continuous offering in accordance with Rule 415 under the Securities Act for your benefit if: • we determine that we are not permitted to effect the exchange offer due to any change in law or applicable interpretations of the SEC's staff; • the exchange offer is not consummated within 225 of the issuance date of the old notes; • any initial purchaser of old notes so requests with respect to old notes that are not eligible to be exchanged in the exchange offer and that are held by it following consummation of the exchange offer;

	• any holder of old notes (other than an initial purchaser) is not eligible to participate in the exchange offer; or
	• an initial purchaser of old notes does not receive freely tradeable registered notes in the exchange offer in exchange for old notes constituting any portion of an unsold allotment.
The Exchange Offer	The Issuer is offering to exchange $1,000 principal amount of its 6 3/4% Senior Notes due 2013, which have been registered under the Securities Act and which we refer to in this prospectus as the registered notes, for each $1,000 principal amount of its unregistered 6 3/4% Senior Notes due 2013, which we refer to in this prospectus as the old notes. In order to be exchanged, an old note must be properly tendered and accepted. All old notes that are validly tendered and not validly withdrawn will be exchanged. As of the date of this prospectus, there are $700.0 million aggregate principal amount of old notes outstanding. The Issuer will issue the registered notes promptly after the expiration of the exchange offer.
Resales of the Registered Notes	We believe that the registered notes to be issued in the exchange offer may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act if you meet the following conditions:
	• the registered notes are acquired by you in the ordinary course of your business;
	• you are not engaging in and do not intend to engage in a distribution of the registered notes;
	• you do not have an arrangement or understanding with any person to participate in the distribution of the registered notes; and
	• you are not an affiliate of ours, as that term is defined in Rule 405 under the Securities Act.
	Our belief is based on interpretations by the staff of the Securities and Exchange Commission, as set forth in no-action letters issued to third parties unrelated to us. We have not applied to the Commission for no-action relief with respect to this exchange offer, and we cannot assure you that the staff would make a similar determination with respect to this exchange offer.
	If you do not meet the above conditions, you may incur liability under the Securities Act if you transfer any registered note without delivering a prospectus meeting the requirements of the Securities Act. We do not assume or indemnify you against that liability.
	Each broker-dealer that is issued registered notes in the exchange offer for its own account in exchange for old notes which were acquired by that broker-dealer as a result of market-making activities or other trading activities must agree to deliver a prospectus meeting the requirements of the Securities Act in

	connection with any resales of the registered notes. A broker-dealer may use this prospectus for an offer to resell or to otherwise transfer these registered notes. See “Plan of Distribution.”
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2003, or such later date and time to which we extend it. The exchange offer will not remain in effect for more than 45 business days after the date on which notice of the exchange offer is mailed to you. We currently do not intend to extend the expiration date, although we reserve the right to do so. See “The Exchange Offer — Expiration Date; Amendments.”
Certain Conditions to the Exchange Offer	The exchange offer is subject to certain customary conditions, which we may waive. Please read carefully the section of this prospectus captioned “The Exchange Offer — Conditions” for more information regarding the conditions to the exchange offer.
Procedures for Tendering Old Notes in the Form of Book-Entry Interests	The old notes were issued as global securities in fully registered form without coupons. Beneficial interests in the old notes which are held by direct or indirect participants in The Depository Trust Company through certificateless depositary interests are shown on, and transfers of the old notes can be made only through, records maintained in book-entry form by DTC with respect to its participants. If you are a holder of an old note held in the form of a book-entry interest and you wish to tender your old note for exchange pursuant to the exchange offer, you must transmit to The Bank of New York, as exchange agent, on or prior to the expiration of the exchange offer either: • a written or facsimile copy of a properly completed and executed letter of transmittal and all other required documents to the address set forth on the cover page of the letter of transmittal; or • a computer-generated message transmitted by means of DTC’s Automated Tender Offer Program system and forming a part of a confirmation of book-entry transfer in which you acknowledge and agree to be bound by the terms of the letter of transmittal. The exchange agent must also receive on or prior to the expiration of the exchange offer either: • a timely confirmation of book-entry transfer of your old notes into the exchange agent’s account at DTC, in accordance with the procedure for book-entry transfers described in this prospectus under the heading “The Exchange Offer — Book-Entry Transfer;” or • the documents necessary for compliance with the guaranteed delivery procedures described below.

	A letter of transmittal accompanies this prospectus. By executing the letter of transmittal or delivering a computer-generated message through DTC's Automated Tender Offer Program system, you will represent to us that, among other things: • the registered notes to be acquired by you in the exchange offer are being acquired in the ordinary course of your business; • you are not engaging in and do not intend to engage in a distribution of the registered notes; • you do not have an arrangement or understanding with any person to participate in the distribution of the registered notes; and • you are not an affiliate of ours.
Procedures for Tendering Certificated Old Notes	If you are a holder of book-entry interests in the old notes, you are entitled to receive, in limited circumstances, in exchange for your book- entry interests, certificated notes which are in equal principal amounts to your book-entry interests. See "Description of the Registered Notes — Book-Entry System." No certificated notes are issued and outstanding as of the date of this prospectus. If you acquire certificated old notes prior to the expiration of the exchange offer, you must tender your certificated old notes in accordance with the procedures described in this prospectus under the heading "The Exchange Offer — Procedures for Tendering — Certificated Old Notes."
Special Procedures for Beneficial Owners	If you are a beneficial owner of old notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you wish to tender the old notes in the exchange offer, you should contact that registered holder promptly and instruct that registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your old notes, either make appropriate arrangements to register ownership of the old notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date. See "The Exchange Offer — Procedures Applicable to All Holders."
Guaranteed Delivery Procedures	If you wish to tender your old notes and your old notes are not immediately available or you cannot deliver your old notes, the letter of transmittal or any other documents required by the letter of transmittal or comply with the applicable procedures under DTC's Automated Tender Offer Program prior to the expiration date, you must tender your old notes according to the guaranteed delivery procedures set forth in this prospectus under "The Exchange Offer — Guaranteed Delivery Procedures."

Acceptance of Old Notes and Delivery of Registered Notes	Except under the circumstances described above under "Certain Conditions to the Exchange Offer," we will accept for exchange any and all old notes which are properly tendered in the exchange offer prior to 5:00 p.m., New York City time, on the expiration date. The registered notes will be delivered promptly following the expiration date. See "The Exchange Offer — Terms of the Exchange Offer."
Withdrawal	You may withdraw the tender of your old notes at any time prior to 5:00 p.m., New York City time, on the expiration date. The registered notes to be issued to you in the exchange offer will be delivered promptly following the expiration date. See "The Exchange Offer — Terms of the Exchange Offer."
Exchange Agent	The Bank of New York is serving as exchange agent in connection with the exchange offer. See "The Exchange Offer — Exchange Agent."
Consequences of Failure to Exchange	If you do not participate in the exchange offer, the liquidity of the market for your old notes could be adversely affected. See "The Exchange Offer — Consequences of Failure to Exchange."
Important Federal Income Tax Considerations	The exchange of the old notes for the registered notes will not be a taxable event for federal income tax purposes. See "Material U.S. Federal Income Tax Considerations."

Summary of the Terms of the Registered Notes

For a more complete description of the terms of the registered notes, see "Description of the Registered Notes." As used in this summary, "Arch Western" means Arch Western Resources, LLC and not any of its subsidiaries, and "Arch Coal" refers to Arch Coal, Inc. and not to any of its subsidiaries.

Issuer	Arch Western Finance, LLC, a Delaware limited liability company wholly-owned indirectly by Arch Western.
Notes Offered	$700,000,000 aggregate principal amount of 6 3/4% Senior Notes due 2013, which have been registered under the Securities Act.
Maturity	July 1, 2013.
Interest Payment Dates	January 1 and July 1 of each year, commencing January 1, 2004.
Guarantees	The registered notes will be unconditionally guaranteed on a senior basis by Arch Western and all of its subsidiaries other than Canyon Fuel.
Ranking	The registered notes will be: • senior obligations of the Issuer; and • secured by a first-priority security interest in the promissory notes issued by Arch Coal to Arch Western evidencing cash loaned by Arch Western to Arch Coal. The Arch Coal promissory notes are unsecured obligations of Arch Coal payable upon demand by us and accrue interest at the prime rate.

	The guarantees of Arch Western and its subsidiaries (excluding Canyon Fuel) will be:
	• equal in right of payment to any future senior debt of the guarantors;
	• effectively subordinated to any future secured debt of the guarantors to the extent of the assets securing such debt;
	• senior in right of payment to any future subordinated debt of the guarantors; and
	• effectively subordinated to any existing and future liabilities of any subsidiaries of Arch Western that are not guarantors.
	The notes are not currently senior, equal or junior to any other indebtedness of the Issuer.
	Any distributions to, or investments in, Arch Coal or its subsidiaries (other than us or our subsidiaries) will be in the form of loans evidenced by additional promissory notes issued by Arch Coal to Arch Western, which will be pledged to the trustee as security for the registered notes. Amounts due under the promissory notes pledged to the trustee may be repaid and cancelled in whole or in part prior to the maturity of the registered notes. See "Description of the Registered Notes — Security."
	With certain exceptions described under "Description of the Registered Notes — Certain Covenants," we may not incur additional indebtedness exceeding $100.0 million.
Optional Redemption	At any time on or after July 1, 2008, the Issuer may redeem some or all of the registered notes at the redemption prices specified in this prospectus. See "Description of the Registered Notes — Optional Redemption."
	At any time and from time to time on or prior to July 1, 2006, the Issuer may redeem a portion of the registered notes with the net cash proceeds of any public equity offering of Arch Western, so long as:
	• its pays 106.750% of the principal amount of the registered notes to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption;
	• at least 65% of the aggregate principal amount of all registered notes issued under the indenture remain outstanding afterwards; and
	• the redemption occurs within 75 days of the date of the closing of such public equity offering.
Change of Control	Upon a change of control involving Arch Western, you will have the right, as a holder of the registered notes, to require the Issuer to repurchase all of your registered notes at a repurchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. The Issuer may not be able to pay you the required price for your registered notes at that

	time because it or Arch Western may not have available funds to pay the repurchase price or the terms of other debt may prevent the Issuer from paying you. See “Description of the Registered Notes — Repurchase at the Option of Holders Upon a Change of Control.”
Restrictive Covenants	The registered notes will be issued under an indenture among the Issuer, Arch Western, each of Arch Western’s subsidiaries, excluding Canyon Fuel, and The Bank of New York, as trustee. The Indenture limits the ability of Arch Western and its subsidiaries to: • incur more debt; • pay dividends and make distributions or repurchase stock; • make investments; • create liens; • issue and sell capital stock of subsidiaries; • sell assets; • enter into restrictions affecting the ability of restricted subsidiaries to make distributions, loans or advances to Arch Western; • engage in transactions with affiliates; • enter into sale and leasebacks; and • merge or consolidate or transfer and sell assets. These covenants are subject to a number of important exceptions and limitations, which are described under “Description of the Registered Notes.”
Termination of Certain Covenants	Many of the restrictive covenants will terminate if the registered notes achieve an investment grade rating from both Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services and no default or event of default has occurred and is continuing under the indenture. Covenants that cease to apply as a result of achieving these ratings will not be restored, even if the credit ratings assigned to the registered notes later fall below investment grade. See “Description of the Registered Notes — Certain Covenants — Covenant Termination.”
Use of Proceeds	The Issuer will not receive any cash proceeds upon the completion of the exchange offer. We used the net proceeds from the sale of the old notes to repay outstanding indebtedness under former bank credit facilities, $150 million of which would have matured in April 2007 and $525 million of which would have matured in April 2008. That indebtedness bore interest at variable rates based on LIBOR.

RISK FACTORS

In addition to the other information contained in or incorporated by reference into this prospectus, you should carefully consider the following risk factors and the information under "Forward-Looking Statements," which appears elsewhere in this prospectus, before deciding whether to participate in the exchange offer. The risk factors set forth below generally are applicable to the old notes as well as the registered notes.

Risks Related to the Registered Notes

Both we and Arch Coal have a significant amount of debt relative to our equity capitalization, which limits our flexibility and imposes restrictions on us, and a downturn in economic or industry conditions may materially affect our ability to meet our future financial commitments and liquidity needs.

As of June 30, 2003, we had indebtedness of approximately $700.0 million, representing approximately 60% of our total capitalization, and Arch Coal had consolidated indebtedness (including ours) of approximately $700.2 million (excluding $255.2 million of secured debt expected to be incurred by Arch Coal to finance its acquisition of Vulcan), representing approximately 52% of its total capitalization. Our ability to satisfy our debt, lease and royalty obligations, and our ability to refinance our indebtedness, will depend upon our future operating performance, which will be affected by prevailing economic conditions in the markets that we serve and financial, business and other factors, many of which are beyond our control. We may be unable to generate sufficient cash flow from operations and future borrowings or other financing may be unavailable in an amount sufficient to enable us to fund our future financial obligations or our other liquidity needs.

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

- making it more difficult for us to satisfy our debt covenants and debt service, lease payment and other obligations;
- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our ability to obtain additional financing to fund future acquisitions, working capital, capital expenditures or other general operating requirements;
- reducing the availability of cash flow from operations to fund acquisitions, working capital, capital expenditures or other general operating purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; and
- placing us at a competitive disadvantage when compared to competitors with less relative amounts of debt.

Despite these significant levels of indebtedness, we and Arch Coal may incur additional indebtedness in the future, which would heighten the risks described above.

The Arch Coal promissory notes securing the registered notes are unsecured obligations of Arch Coal and are subordinated to Arch Coal's secured indebtedness and to the indebtedness and other liabilities of Arch Coal's subsidiaries other than us and our subsidiaries. If an event of default occurs, Arch Coal may not have sufficient funds to repay all or any of the promissory notes.

The registered notes will be secured by a pledge of the promissory notes issued by Arch Coal to us evidencing cash loaned by us to Arch Coal. On June 30, 2003, there was $343.1 million outstanding under those promissory notes. Any distributions by us to, or investments by us in, Arch Coal or any of its subsidiaries, other than us or our subsidiaries, will be in the form of loans evidenced by additional promissory notes which will be pledged for the benefit of the holders of the registered notes as security for the payment of the registered notes. For instance, we expect to distribute to Arch Coal any amounts that

we borrow under our term loan credit facility established in September 2003, which would increase the aggregate principal amount of the Arch Coal notes. Under the indenture, we can distribute to Arch Coal all of our cash, other than amounts necessary to pay for our operating expenses, interest and principal obligations on indebtedness, capital expenditures, improvements and replacements, contingencies, reserves and other expenses. However, the aggregate principal amount of Arch Coal notes may not be equal to or greater than the aggregate principal amount of registered notes outstanding. In addition, because the Arch Coal notes are demand notes, Arch Coal may repay all or part of the Arch Coal notes prior to maturity of your registered notes, in which case, in the event of default, you may not have any claim, or you may have a more limited claim, against Arch Coal.

Arch Coal is a holding company and does not directly conduct any business operations. Arch Coal depends on its operating subsidiaries and has no assets other than its interests in its subsidiaries. The Arch Coal notes are unsecured obligations of Arch Coal ranking effectively junior in right of payment to all existing and future secured debt of Arch Coal to the extent of the collateral securing such debt. As of June 30, 2003, Arch Coal had [$25.0] million of secured debt, which does not include $298.2 million of secured debt that Arch Coal expects to incur to finance its acquisition of Vulcan. In addition, the Arch Coal notes are structurally subordinate to the indebtedness and other liabilities of all of Arch Coal's subsidiaries other than us and the guarantors. Therefore, all of the indebtedness and other liabilities, including trade payables, of those subsidiaries must be satisfied in full before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to Arch Coal to meet its obligations with respect to the Arch Coal notes. As of June 30, 2003, the subsidiaries of Arch Coal (other than Arch Western and its subsidiaries) had $728.8 million of debt and other liabilities, excluding approximately $107.1 million of liabilities of Vulcan that would be assumed upon completion of the acquisition. As a result, Arch Coal may have insufficient assets or funds to repay the promissory notes in whole, in part or at all.

We will be permitted to incur liens on the Arch Coal notes in favor of the lenders under a credit facility in an amount not to exceed $100.0 million, which liens will be equal and ratable with the liens securing the registered notes. As a result, in the event that we foreclose on the Arch Coal notes, we may have to share proceeds from such foreclosure with the lenders under our credit facility.

The guarantees will be structurally subordinate to the indebtedness of our subsidiaries that are not guarantors of the registered notes.

You will not have any claim as a creditor against our subsidiaries that are not guarantors of the registered notes, which currently only includes our 65% owned subsidiary, Canyon Fuel (which represented 2% and 12% of our revenue and assets, respectively, in 2002). As a result, all indebtedness and other liabilities, including trade payables, of the non-guarantor subsidiaries, whether secured or unsecured, must be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us in order for us to meet our obligations with respect to the guarantees. For a further discussion of the circumstances under which our subsidiaries may not guarantee the registered notes, see "Description of the Registered Notes — Certain Covenants — Designation of Restricted and Unrestricted Subsidiaries." As of June 30, 2003, Canyon Fuel had approximately $52.0 million of total indebtedness and other liabilities, including trade payables and accrued expenses. In addition to the structurally senior claims of creditors, the equity interests of our joint venture partner in any dividend or other distribution made by Canyon Fuel would need to be satisfied.

The guarantees will not be secured by any assets of the guarantors and therefore will be structurally subordinated to the guarantors' existing and future secured indebtedness.

The registered notes will be general unsecured obligations ranking effectively junior in right of payment to all existing and future secured debt of each guarantor to the extent of the collateral securing such debt. In addition, the indenture governing the registered notes will permit the incurrence of additional debt, some of which may be secured debt. In the event that a guarantor is declared bankrupt, becomes insolvent or is liquidated or reorganized, creditors whose debt is secured by assets of the guarantor will be

entitled to the remedies available to secured holders under applicable laws, including the foreclosure of the collateral securing such debt, before any payment may be made with respect to the affected guarantees. Holders of the registered notes will participate ratably with all holders of the guarantors' unsecured indebtedness that are deemed to be of the same class as the guarantees, and potentially with all other general creditors, based upon the respective amounts owed to each holder or creditor, in the guarantors' remaining assets. In any of the foregoing events, there may be insufficient assets to pay amounts due on the registered notes. As a result, holders of the registered notes may receive less, ratably, than holders of secured indebtedness.

We may not generate cash flow sufficient to service all of our obligations, including our obligations related to the registered notes.

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

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

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

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

The indenture governing the registered notes will contain covenants that, among other things, limit our ability and the ability of our subsidiaries to:

- incur more debt;
- make distributions;
- make investments;
- create liens;
- issue and sell capital stock of subsidiaries;
- sell assets;
- enter into restrictions affecting the ability of restricted subsidiaries to make distributions, loans or advances to us;
- engage in transactions with affiliates;
- enter into sale and leasebacks; and
- merge or consolidate or transfer and sell assets.

These restrictions on operations and financings, as well as those that may be contained in future debt agreements, may limit our ability and the ability of Arch Coal to execute preferred business strategies. Moreover, if operating results fall below current levels, we may be unable to comply with these covenants.

If that occurs, our lenders, including you, could accelerate their debt. If their debt is accelerated, we may not be able to repay all of their debt, in which case your registered notes may not be fully repaid, if they are repaid at all.

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

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

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

Because these restrictions will not apply when the registered notes are rated investment grade, we will be able to incur additional debt and consummate transactions that may impair our ability to satisfy our obligations with respect to our guarantee or the Issuer's ability to satisfy its obligations with respect to the registered notes. These covenants will not be restored, even if the credit ratings assigned to the registered notes later fall below investment grade.

The Issuer may be unable to repurchase registered notes in the event of a change of control.

Upon the occurrence of certain kinds of change of control events, you will have the right, as a holder of the registered notes, to require the Issuer to repurchase all of your registered notes at a repurchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. The Issuer may not be able to pay you the required price for your registered notes at that time because we or the Issuer may not have available funds to pay the repurchase price. In addition, the terms of other existing or future debt may prevent the Issuer from paying you.

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

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

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

If a court were to find that the issuance of the registered notes or a guarantee was a fraudulent conveyance, the court could void the payment obligations under the registered notes or such guarantee or further subordinate the registered notes or such guarantee to presently existing and future indebtedness, or require the holders of the registered notes to repay any amounts received with respect to the registered

notes or such guarantee. In the event of a finding that a fraudulent conveyance occurred, you may not receive any repayment on the registered notes. Further, the voidance of the registered notes or a guarantee could result in an event of default with respect to our other debt that could result in acceleration of that debt.

There is currently no active trading market for the registered notes. If an active trading market does not develop for these registered notes, you may not be able to resell them.

No active trading market currently exists for the registered notes, and none may develop. The registered notes will not be listed on any securities exchange. If an active trading market does not develop, you may not be able to resell your registered notes at their fair market value or at all. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. The market for the registered notes may be subject to similar disruptions. The trading price may depend upon prevailing interest rates, the market for similar securities and other factors, including general economic conditions and the financial condition, performance and prospects of Arch Western and Arch Coal. These factors could adversely affect you as a holder of registered notes.

Risks Relating to Our Business

The demand for and pricing of our coal is greatly influenced by consumption patterns of the domestic electric generation industry, and any reduction in the demand for our coal by this industry may cause our profitability to decline.

Demand for our coal and the prices that we may obtain for our coal are closely linked to coal consumption patterns of the domestic electric generation industry, which has accounted for approximately 92% of domestic coal consumption in recent years. These coal consumption patterns are influenced by factors beyond our control, including the demand for electricity, which is significantly dependent upon general economic conditions, summer and winter temperatures in the United States, government regulation, technological developments and the location, availability, quality and price of competing sources of coal, alternative fuels such as natural gas, oil and nuclear and alternative energy sources such as hydroelectric power. Demand for our low sulfur coal and the prices that we will be able to obtain for it will also be affected by the price and availability of high sulfur coal, which can be marketed in tandem with emissions allowances in order to meet Clean Air Act requirements. Any reduction in the demand for our coal by the domestic electric generation industry would result in a decline in our revenues and profit, which could be material.

Extensive environmental laws and regulations affect the end-users of coal and could reduce the demand for coal as a fuel source and cause the volume of our sales to decline.

The Clean Air Act and similar state and local laws extensively regulate the amount of sulfur dioxide, particulate matter, nitrogen oxides, and other compounds emitted into the air from electric power plants, which are the largest end-users of our coal. Such regulations, which can take a variety of forms, may reduce demand for coal as a fuel source because they may require significant emissions control expenditures for coal-fired power plants to attain applicable ambient air quality standards, which may lead these generators to switch to other fuels that generate less of these emissions and may also reduce future demand for the construction of coal-fired power plants.

The U.S. Department of Justice, on behalf of the EPA, has filed lawsuits against several investor-owned electric utilities and brought an administrative action against one government-owned utility for alleged violations of the Clean Air Act. We supply coal to some of the currently-affected utilities, and it is possible that other of our customers will be sued. These lawsuits could require the utilities to pay penalties, install pollution control equipment or undertake other emission reduction measures, any of which could adversely impact their demand for our coal.

A regional haze program initiated by the EPA to protect and to improve visibility at and around national parks, national wilderness areas and international parks restricts the construction of new coal-fired power plants whose operation may impair visibility at and around federally protected areas and may require some existing coal-fired power plants to install additional control measures designed to limit haze-causing emissions.

The Clean Air Act also imposes standards on sources of hazardous air pollutants. For example, the EPA has announced that it would regulate hazardous air pollutants from coal-fired power plants. Under the Clean Air Act, coal-fired power plants will be required to control hazardous air pollution emissions by no later than 2009, which likely will require significant new investment in controls by power plant operators. These standards and future standards could have the effect of decreasing demand for coal.

Other proposed initiatives, such as the Bush administration's announced Clear Skies Initiative, may also have an effect upon coal operations. As proposed, this initiative is designed to further reduce emissions of sulfur dioxide, nitrogen oxides and mercury from power plants. Other so-called multi-pollutant bills, which could regulate additional air pollutants, have been proposed by various members of Congress. If such initiatives are enacted into law, power plant operators could choose other fuel sources to meet their requirements, reducing the demand for coal.

Because our industry is highly regulated, our ability to conduct mining operations is restricted and our profitability may decline.

The coal mining industry is subject to regulation by federal, state and local authorities on matters such as:

- the discharge of materials into the environment;
- employee health and safety;
- mine permits and other licensing requirements;
- reclamation and restoration of mining properties after mining is completed;
- management of materials generated by mining operations;
- surface subsidence from underground mining;
- water pollution;
- legislatively mandated benefits for current and retired coal miners;
- air quality standards;
- protection of wetlands;
- endangered plant and wildlife protection;
- limitations on land use;
- storage of petroleum products and substances that are regarded as hazardous under applicable laws; and
- management of electrical equipment containing polychlorinated biphenyls, or PCBs.

Extensive regulation of these matters has had and will continue to have a significant effect on our costs of production and competitive position. Further regulations, legislation or orders may also cause our sales or profitability to decline by hindering our ability to continue our mining operations, by increasing our costs or by causing coal to become a less attractive fuel source.

Mining companies must obtain numerous permits that strictly regulate environmental and health and safety matters in connection with coal mining, some of which have significant bonding requirements. Regulatory authorities exercise considerable discretion in the timing of permit issuance. Also, private

individuals and the public at large possess rights to comment on and otherwise engage in the permitting process, including through intervention in the courts. Accordingly, the permits we need for our mining operations may not be issued, or, if issued, may not be issued in a timely fashion, or may involve requirements that may be changed or interpreted in a manner which restricts our ability to conduct our mining operations or to do so profitably. Under the federal Clean Water Act, state regulatory authorities must conduct an antidegradation review before approving permits for the discharge of pollutants into waters that have been designated by the state as high quality. This review involves public and intergovernmental scrutiny of permits and requires permittees to demonstrate that the proposed activities are justified in order to accommodate significant economic or social development in the area where the waters are located. If the plaintiffs are successful, the exemption from the antidegradation review policy is revoked and we discharge into waters designated as high quality by the state, the cost, time and difficulty associated with obtaining and complying with Clean Water Act permits for our affected surface mining operations would increase and may hinder our ability to conduct such operations profitably.

We may not be able to obtain or renew surety bonds on acceptable terms.

Federal and state laws require us to obtain surety bonds to secure payment of certain long-term obligations, including mine closure or reclamation costs, federal and state workers' compensation costs, coal leases and other miscellaneous obligations. Many of these bonds are renewable on a yearly basis. It has become increasingly difficult for us to secure new surety bonds or renew such bonds without the posting of collateral. In addition, our surety bond costs have increased by more than 300% over the past two years, and the market terms of such bonds have generally become more unfavorable. For example, it has become increasingly difficult to obtain adequate coverage limits, and surety bonds increasingly contain additional cancellation provisions in favor of the surety.

Our profitability may fluctuate due to unanticipated mine operating conditions and other factors that are not within our control.

Our mining operations are inherently subject to changing conditions that can affect levels of production and production costs at particular mines for varying lengths of time and can result in decreases in our profitability. Weather conditions, equipment replacement or repair, fuel prices, fires, variations in thickness of the layer, or seam, of coal, amounts of overburden, rock and other natural materials and other geological conditions have had, and can be expected in the future to have, a significant impact on our operating results. Prolonged disruption of production at any of our principal mines, particularly our Black Thunder mine, would result in a decrease in our revenues and profitability, which could be material. Other factors affecting the production and sale of our coal that could result in decreases in our profitability include:

- expiration or termination of, or sales price redeterminations or suspension of deliveries under, coal supply agreements;
- disruption or increases in the cost of transportation services;
- changes in laws or regulations, including permitting requirements;
- litigation;
- work stoppages or other labor difficulties;
- mine worker vacation schedules and related maintenance activities; and
- changes in coal market and general economic conditions.

Decreases in our profitability as a result of the factors described above could adversely impact our quarterly or annual results materially.

Intense competition and excess industry capacity in the coal producing regions in which we operate has adversely affected our revenues and profitability and may continue to do so in the future.

The coal industry is intensely competitive, primarily as a result of the existence of numerous producers in the coal producing regions in which we operate. We compete with four major coal producers, including Triton, in the Powder River Basin and effectively compete with a large number of coal producers in the markets that we serve. Additionally, we are subject to the continuing risk of reduced profitability as a result of excess industry capacity and weak power demand by the industrial sector of the economy, which led us to reduce the rate of coal production from planned levels and adversely impacted our profitability.

Deregulation of the electric utility industry may cause our customers to be more price-sensitive in purchasing coal, which could cause our profitability to decline.

Electric utility deregulation is expected to provide incentives to generators of electricity to minimize their fuel costs and is believed to have caused electric generators to be more aggressive in negotiating prices with coal suppliers. To the extent utility deregulation causes our customers to be more cost sensitive, deregulation may have a negative effect on our profitability.

Our profitability may be adversely affected by the status of our long-term coal supply contracts.

We sell a substantial portion of our coal under long-term coal supply agreements, which are contracts with a term greater than 12 months. The prices for coal shipped under these contracts may be below the current market price for similar-type coal at any given time. For the six months ended June 30, 2003, the weighted average price of coal sold under our long-term contracts was $7.25 per ton. As a consequence of the substantial volume of our sales that are subject to these long-term agreements, we have less coal available with which to capitalize on higher coal prices if and when they arise. In addition, because long-term contracts typically allow the customer to elect volume flexibility, our ability to realize the higher prices that may be available in the spot market may be restricted when customers elect to purchase higher volumes under such contracts. Our exposure to market-based pricing may also be increased should customers elect to purchase fewer tons. In addition, the increasingly short terms of sales contracts and the consequent absence of price adjustment provisions in such contracts make it more likely that we will not be able to recover inflation related increases in mining costs during the contract term.

The loss of, or significant reduction in, purchases by our largest customers could adversely affect our revenues.

For the year ended December 31, 2002, we derived 20.8% of our total coal revenues from sales to our two largest customers, Southern Company and Tennessee Valley Authority. At December 31, 2002, we had five coal supply agreements with those two customers that expire at various times from 2003 to 2004. We intend to discuss the extension of existing agreements or entering into new long-term agreements with those and other customers, but the negotiations may not be successful, and those customers may not continue to purchase coal from us under long-term coal supply agreements, or at all. If either of those customers were to significantly reduce their purchases of coal from us, or if we were unable to sell coal to them on terms as favorable to us as the terms under our current agreements, our revenues and profitability could suffer materially.

Because our profitability is substantially dependent on the availability of an adequate supply of coal reserves that can be mined at competitive costs, the unavailability of these types of reserves would cause our profitability to decline.

Our profitability depends substantially on our ability to mine coal reserves that have the geological characteristics that enable them to be mined at competitive costs. Replacement reserves may not be available when required or, if available, may not be capable of being mined at costs comparable to those characteristic of the depleting mines. We may not be able to accurately assess the geological

characteristics of any reserves that we acquire, which may adversely affect our profitability and financial condition. Exhaustion of reserves at particular mines also may have an adverse effect on our operating results that is disproportionate to the percentage of overall production represented by such mines.

Disruption in, or increased costs of, transportation services could adversely affect our profitability.

The coal industry depends on rail and trucking transportation to deliver shipments of coal to customers, and transportation costs are a significant component of the total cost of supplying coal. Disruptions of these transportation services could temporarily impair our ability to supply coal to our customers and thus adversely affect our business and the results of our operations. In addition, increases in transportation costs associated with our coal, or increases in our transportation costs relative to transportation costs for coal produced by our competitors or of other fuels, could adversely affect our business and profitability.

We face numerous uncertainties in estimating our economically recoverable coal reserves, and inaccuracies in our estimates could result in lower than expected revenues, higher than expected costs or decreased profitability.

We base our reserve information on geological data assembled and analyzed by our staff, which includes various engineers and geologists, and periodically reviewed by outside firms. The reserve estimates are annually updated to reflect production of coal from the reserves and new drilling or other data received. There are numerous uncertainties inherent in estimating quantities of recoverable reserves, including many factors beyond our control. Estimates of economically recoverable coal reserves and net cash flows necessarily depend upon a number of variable factors and assumptions, such as geological and mining conditions which may not be fully identified by available exploration data or which may differ from experience in current operations, historical production from the area compared with production from other producing areas, the assumed effects of regulation by governmental agencies and assumptions concerning coal prices, operating costs, severance and excise tax, development costs and reclamation costs, all of which may vary considerably from actual results.

For these reasons, estimates of the economically recoverable quantities attributable to any particular group of properties, classifications of reserves based on risk of recovery and estimates of net cash flows expected from particular reserves prepared by different engineers or by the same engineers at different times may vary substantially. Actual coal tonnage recovered from identified reserve areas or properties and revenues and expenditures with respect to our reserves may vary materially from estimates. These estimates thus may not accurately reflect our actual reserves.

Defects in title or loss of any leasehold interests in our properties could limit our ability to mine these properties or result in significant unanticipated costs.

We conduct a significant part of our mining operations on properties that we lease. The loss of any lease could adversely affect our ability to mine the associated reserves. Because title to most of our leased properties and mineral rights is not usually verified until we make a commitment to develop a property, which may not occur until after we have obtained necessary permits and completed exploration of the property, our right to mine some of our reserves has in the past, and may again in the future, be adversely affected if defects in title or boundaries exist. In order to obtain leases or mining contracts to conduct our mining operations on property where these defects exist, we have had to, and may in the future have to, incur unanticipated costs. In addition, we may not be able to successfully negotiate new leases or mining contracts for properties containing additional reserves, or maintain our leasehold interests in properties where we have not commenced mining operations during the term of the lease.

Acquisitions that we may undertake would involve a number of inherent risks, any of which could cause us not to realize the benefits anticipated to result.

We continually seek to expand our operations and coal reserves through acquisitions of businesses and assets. Acquisition transactions involve various inherent risks, such as:

- uncertainties in assessing the value, strengths, weaknesses, contingent and other liabilities and potential profitability of acquisition or other transaction candidates;
- the potential loss of key personnel of an acquired business;
- the ability to achieve identified operating and financial synergies anticipated to result from an acquisition or other transaction;
- problems that could arise from the integration of the acquired business; and
- unanticipated changes in business, industry or general economic conditions that affect the assumptions underlying the acquisition or other transaction rationale.

Any one or more of these factors could cause us not to realize the benefits anticipated to result from the acquisition of businesses or assets.

Changes in our credit ratings could adversely affect our costs and expenses.

Any downgrade in our credit ratings could adversely affect our ability to borrow and result in more restrictive borrowing terms, including increased borrowing costs, more restrictive covenants and the extension of less open credit. This in turn could affect our internal cost of capital estimates and therefore operational decisions.

Agreements to which we are a party contain limitations on our ability to manage our operations exclusively and impose significant potential indemnification obligations on us.

The agreement under which we were formed provides that one of Arch Coal's affiliates, as our managing member, generally has exclusive power and authority to conduct, manage and control our business. However, consent of our other member generally would be required in the event that we would propose to make a distribution, incur indebtedness, sell properties or merge or consolidate with any other entity if, at that time, we have a debt rating less favorable than Ba3 from Moody's Investors Service or BB- from Standard & Poor's or fail to meet specified indebtedness and interest coverage ratios.

In connection with our formation, Arch Coal entered into an agreement under which Arch Coal agreed to indemnify our other member against specified tax liabilities in the event that these liabilities arise as a result of certain actions taken prior to June 1, 2013, including the sale or other disposition of specified properties of ours, repurchases by us of our equity interests or the reduction under some circumstances of indebtedness incurred by us in connection with our acquisition.

The agreement which governs the management and operation of Canyon Fuel restricts our ability to make major business decisions concerning Canyon Fuel unilaterally.

The membership interests in Canyon Fuel, which operates three coal mines in Utah, are owned 65% by us and 35% by a subsidiary of ITOCHU Corporation of Japan. The agreement which governs the management and operations of Canyon Fuel provides for a management board to manage its business and affairs. Some major business decisions concerning Canyon Fuel require the vote of 70% of the membership interests and therefore limit our ability to make these decisions unilaterally. These decisions include:

- admission of additional members; approval of annual business plans;
- the making of significant capital expenditures;
- sales of coal below specified prices;

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- agreements between Canyon Fuel and any member;
- institution or settlement of litigation;
- a material change in the nature of Canyon Fuel's business or a material acquisition;
- the sale or other disposition, including by merger, of assets other than in the ordinary course of business;
- incurrence of indebtedness;
- entering into leases; and
- the selection and removal of officers.

The Canyon Fuel agreement also contains restrictions on the transfer of our membership interest in Canyon Fuel and a buy/sell provision, which can be utilized by either member in the event of a deadlock in certain management decisions.

Our expenditures for postretirement medical and pension benefits are expected to increase by approximately $1.9 million and could further increase in the future.

We estimate our future postretirement medical and pension benefit obligations based on various assumptions, including:

- actuarial estimates;
- assumed discount rates;
- estimates of mine lives;
- expected returns on pension plan assets; and
- changes in health care costs.

Based on changes in our assumptions, we expect that our annual postretirement health and pension benefit costs will increase by approximately $1.9 million in 2003. If our assumptions relating to these benefits change in the future, our costs could further increase, which would reduce our profitability. In addition, future regulatory and accounting changes relating to these benefits could result in increased obligations or additional costs, which could also have a material adverse affect on our financial results.

FORWARD-LOOKING STATEMENTS

We urge you to carefully review the information contained in or incorporated by reference into this prospectus. In this prospectus, statements that are not reported financial results or other historical information are "forward-looking statements." Forward-looking statements give current expectations or forecasts of future events and are not guarantees of future performance. They are based on our management's expectations that involve a number of business risks and uncertainties, any of which could cause actual results to differ materially from those expressed in or implied by the forward-looking statements.

You can identify these forward-looking statements by the fact that they do not relate strictly to historic or current facts. They use words such as "anticipate," "estimate," "project," "intend," "plan," "believe" and other words and terms of similar meaning in connection with any discussion of future operating or financial performance. In particular, these include statements relating to:

- our expectation of continued growth in the demand for electricity;
- our belief that legislation and regulations relating to the Clean Air Act and the relatively higher costs of competing fuels will increase demand for our compliance and low sulfur coal;
- our expectation that we will continue to have adequate liquidity from cash flow from operations;
- a variety of market, operational, geologic, permitting, labor and weather related factors;
- expectations of Arch Coal regarding the consummation of the Triton acquisition and any synergies to be derived from the acquisition; and
- the other risks and uncertainties which are described in this prospectus under "Risk Factors."

We cannot guarantee that any forward-looking statements will be realized, although we believe that we have been prudent in our plans and assumptions. Achievement of future results is subject to risks, uncertainties and assumptions that may prove to be inaccurate. Should known or unknown risks or uncertainties materialize, or should underlying assumptions prove to be inaccurate, actual results could vary materially from those anticipated, estimated or projected. You should bear this in mind as you consider any forward-looking statements.

We undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law. You are advised, however, to consider any additional disclosures that we or Arch Coal may make on related subjects in future filings with the SEC. You should understand that it is not possible to predict or identify all factors that could cause our actual results to differ. Consequently, you should not consider any such list to be a complete set of all potential risks or uncertainties.

USE OF PROCEEDS

The Issuer will not receive any cash proceeds from the completion of the exchange offer. We used the net proceeds from the sale of the old notes to repay outstanding indebtedness under former bank credit facilities, $150 million of which would have matured in April 2007 and $525 million of which would have matured in April 2008. That indebtedness bore interest at variable rates based on LIBOR.

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CAPITALIZATION

The following tables set forth cash and cash equivalents and capitalization as of June 30, 2003 for us and for Arch Coal. The table should be read in conjunction with the respective consolidated financial statements and the related notes of Arch Western and Arch Coal and with the respective management's discussions and analyses of financial condition and results of operations of Arch Western and Arch Coal that are included elsewhere or incorporated by reference in this prospectus.

Arch Western

	As of June 30, 2003
	(Dollars in millions)
Cash and cash equivalents	$ 1.4
Total debt:(1)	
6 3/4% Senior Notes due 2013	700.0
Total debt	700.0
Redeemable equity interests	5.0
Non-redeemable equity interests:(2)	459.9
Total capitalization	$1,164.9

Arch Coal

	As of June 30, 2003
	(Dollars in millions)
Cash and cash equivalents	$ 108.8
Total debt:(1)	
Revolving credit indebtedness(3)	—
Other debt	0.2
6 3/4% Senior Notes due 2013	700.0
Total debt	700.2
Stockholders' equity:	
Preferred stock	—
Common stock	0.5
Paid-in capital	976.4
Retained deficit(2)(4)	(281.3)
Less treasury stock, at cost	(5.0)
Accumulated other comprehensive loss	(48.3)
Total stockholders' equity	642.3
Total capitalization	$1,342.5

(1) Does not include $100.0 million that Arch Western expects to incur under its term loan credit facility and to distribute Arch Coal to finance the acquisition of Vulcan. The term loan would mature in April 2007.

(2) Reflects the net decrease in Arch Western's members' equity and Arch Coal's stockholders' equity resulting from the write-off of $4.7 million of debt issuance costs related to the extinguishment of Arch Western's term loans.

(3) Does not include $155.2 million that would be incurred to finance the acquisition of Vulcan based on cash on hand of $108.8 million as of June 30, 2003. Arch Coal's revolving credit facility permits borrowing of up to $350.0 million, and is secured by the ownership interests in its subsidiaries, other than Arch Western and its subsidiaries. As of June 30, 2003, after giving effect to outstanding borrowings and letters of credit, Arch Coal had borrowing availability of $305.3 million under its revolving credit facility. The revolving credit facility expires in April 2007.

(4) Does not include losses recognized upon the termination of hedge accounting for interest rate swap agreements entered into in connection with indebtedness repaid with the net proceeds of the sale of the old notes. As of June 30, 2003, the amount of the deferred losses that will be recognized upon termination of hedge accounting was $26.9 million. The losses have been deferred as a component of accumulated other comprehensive loss and will be amortized to expense over the remaining terms of the agreements.

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ARCH WESTERN SELECTED CONSOLIDATED FINANCIAL AND OPERATING DATA

The following selected historical consolidated financial and operating data are qualified by reference to, and should be read in conjunction with, our audited consolidated financial statements and the related notes, our unaudited interim consolidated financial statements and the related notes and "Arch Western's Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus. The selected consolidated financial data set forth below for the period from June 1, 1998 (inception) through December 31, 1998 and for each of the four years in the period ended December 31, 2002 are derived from our audited consolidated financial statements. The selected consolidated financial data for the six months ended June 30, 2002 and 2003 are derived from our unaudited interim consolidated financial statements, and, in the opinion of our management, fairly present our results for such periods. Our results for the six months ended June 30, 2003 are not necessarily indicative of the results to be expected for the year ended December 31, 2003 or for any other future period.

	Years Ended December 31,					Six Months Ended June 30,	
	1998	1999	2000	2001	2002	2002	2003
	(In thousands, except ratios and per tonnage data)						
Consolidated Statement of Operations Data:							
Coal sales revenues	$ 216,650	$ 420,769	$ 393,619	$ 468,137	$ 492,191	$ 223,585	$ 242,063
Income from equity investment	6,786	11,129	12,837	26,250	7,774	1,070	16,204
Other operating income	5,021	14,502	10,130	21,326	14,215	4,995	6,295
Cost of coal sold	216,953	396,951	383,608	440,363	450,144	209,983	220,446
Selling, general and administrative expenses	10,057	12,248	10,991	13,004	13,011	6,435	7,441
Amortization of coal supply agreements	6,479	10,049	9,536	1,976	1,201	261	192
Income (loss) from operations	(5,032)	27,152	12,451	60,370	49,824	12,971	36,483
Interest expense, net	(27,868)	(42,669)	(33,200)	(29,028)	(29,915)	(15,038)	(13,055)
Other non-operating income (expense)	—	—	—	—	—	—	(4,896)
Income (loss) before cumulative effect of accounting change	(32,900)	(15,517)	(20,749)	31,342	19,909	(2,067)	18,532
Cumulative effect of accounting change	—	615	—	—	—	—	(18,278)
Net income (loss)	$ (32,900)	$ (14,902)	$ (20,749)	$ 31,342	$ 19,909	$ (2,067)	$ 254
Consolidated Balance Sheet Data (at period end):							
Cash and cash equivalents	$ 14,230	$ 204	$ 94	$ 461	$ 249	$ 61	$ 1,395
Receivable from Arch Coal	32,964	133,568	189,182	259,822	333,825	287,175	343,106
Total assets	1,305,436	1,308,428	1,308,729	1,329,688	1,373,061	1,338,126	1,385,047
Total debt	675,000	675,000	675,000	675,000	675,000	675,000	700,000
Redeemable equity interests	4,678	4,653	4,594	4,667	4,733	4,718	4,698
Non-redeemable members' equity	457,855	452,867	444,122	455,742	469,241	459,038	455,199
Other Financial Data:							
Capital expenditures	(21,679)	(68,417)	(28,535)	(32,142)	(51,360)	(31,958)	(10,203)
Ratio of earnings to combined fixed charges and preference dividends(1)	—	1.52x	1.25x	2.29x	2.13x	1.59x	2.71x
Operating Data:							
Tons sold	33,773	68,357	68,554	73,719	72,519	32,741	33,304
Tons produced	33,508	70,580	68,343	74,032	73,203	35,336	31,969
Average sales price (per ton)	$ 6.41	$ 6.16	$ 5.74	$ 6.35	$ 6.79	$ 6.83	$ 7.27
Average operating cost (per ton)	$ 6.42	$ 5.81	$ 5.60	$ 5.97	$ 6.21	$ 6.41	$ 6.62

(1) Ratio of earnings to fixed charges is computed on a total enterprise basis including our consolidated subsidiaries, plus our share of significant affiliates accounted for on the equity method that are 50% or greater owned or whose indebtedness has been directly or indirectly guaranteed by us. Earnings consist of income (loss) from continuing operations before income taxes and are adjusted to include 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. Preference dividends are the amount of pre-tax earnings required to pay dividends on our preferred membership interest. In 1998, combined fixed charges and preference dividends exceeded earnings by $5.0 million.

ARCH WESTERN MANAGEMENT'S DISCUSSION AND ANALYSIS OF

FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our consolidated financial statements and notes thereto included elsewhere in this prospectus.

Overview

We were formed as a joint venture on June 1, 1998 when Arch Coal acquired the U.S. coal operations of Atlantic Richfield Company and combined these operations with Arch Coal's western operations. Our membership interests are owned 99% by Arch Coal and 1% by an affiliate of BP p.l.c., the successor to Atlantic Richfield Company.

Excluding our Canyon Fuel joint venture, the results of which are accounted for under the equity method of accounting, we sold approximately 72.5 million tons of coal in 2002. We sold approximately 86% of this tonnage under long-term contracts, which are contracts of greater than one year, and the balance was sold on the spot market. We derived approximately 87% of our 2002 coal sales revenues from sales of coal under long-term contracts.

Our mining operations are inherently subject to changing conditions that can affect levels of production and production costs at particular mines for varying lengths of time and result in fluctuations in our profitability. Weather conditions, equipment replacement or repair, fires, variations in coal seam thickness, amounts of overburden, rock and other natural materials and other geological conditions, have had, and can be expected in the future to have, a significant impact on our operating results. For example, we were forced to temporarily idle our West Elk mine in Colorado for more than five months during 2000 following the detection of combustion gases in a portion of the mine. The temporary closure of this mine adversely affected our operating results in 2000. A prolonged disruption of production at any of our principal mines, particularly our Black Thunder operation in Wyoming, would have a material adverse effect on us. Other factors affecting the production and sale of our coal that can result in fluctuations in our profitability include the following:

- expiration or termination of, or sales price redeterminations or suspension of deliveries under, coal supply agreements;
- disruption or increases in the cost of transportation services;
- changes in laws or regulation, including permitting requirements;
- litigation;
- work stoppages or other labor difficulties; and
- changes in coal market and general economic conditions.

As our managing member, Arch Coal performs certain management and administrative functions on our behalf. We pay selling, general and administrative services fees to Arch Coal. Historically, these fees were $2.3 million, $2.2 million, and $1.9 million for the years ended December 31, 2002, 2001 and 2000. These fees were not intended to represent the fair value of the services performed, nor did they approximate amounts that would be expected to be incurred if we were a stand-alone entity. In connection with the offering of the old notes, management of Arch Coal allocated additional expenses to us based on Arch Coal's best estimates of proportional or incremental costs, whichever is more representative of costs incurred by Arch Coal on our behalf. We will not be required to make payments for these additional expenses and the amounts of these expenses have been reflected as a capital contribution to us from Arch

Coal. The additional amounts allocated are reflected in "selling, general and administrative expenses" in the accompanying consolidated financial statements and are summarized in the following table:

	Year Ended December 31,		
	2000	2001	2002
		(In thousands)	
Net income (loss) as previously reported	$(11,708)	$ 42,119	$ 30,610
Adjustments for expenses not previously allocated	(9,041)	(10,777)	(10,701)
Net income (loss) after allocated expenses	$(20,749)	$ 31,342	$ 19,909

	Six Months Ended June 30,	
	2002	2003
	(In thousands)	
Net income as previously reported	3,317	254
Adjustments for expenses not previously allocated	(5,384)	—
Net income (loss) after allocated expenses	(2,067)	254

In connection with the offering of the old notes, certain amounts in the financial statements have been reclassified with no effect on previously reported net income (loss).

Results of Operations

Items Affecting Comparability of Reported Results

The comparison of our operating results for the three months and six months ended June 30, 2003 and 2002 is affected by the following significant items:

Severance Tax Recoveries. During the second quarter of 2003, we were notified by the State of Wyoming of a favorable ruling as it relates to our calculation of coal severance taxes. The ruling results in a refund of previously paid taxes and the reversal of previously accrued taxes payable. The impact on the three and six month periods ended June 30, 2003 was a gain of $3.3 million, which is reflected in cost of coal sales in the accompanying Condensed Consolidated Statements of Operations.

Expenses resulting from early debt extinguishments. On June 25, 2003, we repaid our term loans with the proceeds from the offering of the old notes. In connection with the repayment of the term loans, we recognized expenses of $4.9 million related to the write-off of loan fees and other debt extinguishment costs.

Three Months Ended June 30, 2003 compared with Three Months Ended June 30, 2003

Revenues and Operating Income

	Three Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except coal sales realization and percentages)			
Coal sales revenues	$128,774	$113,524	$15,250	13.4%
Income (loss) from equity investments	8,053	(198)	8,251	N/A
Other operating income	3,157	2,487	670	26.9%
Total	$139,984	$115,813	$24,171	20.9%
Tons sold (in thousands)	17,534	16,498	1,036	6.3%
Coal sales realization per ton	$ 7.34	$ 6.88	$ 0.46	6.7%

Coal sales revenues. The increase in coal sales in the quarter ended June 30, 2003 was due to increases in both sales volumes and coal prices. The increase in per ton coal sales realization was primarily due to higher contract prices.

Income from equity investment. In the second quarter of 2003, income from our investment in Canyon Fuel increased due to improved operating performance at certain of Canyon Fuel's mines as compared to the prior year, when one mine experienced geologic issues that impacted 2002 performance.

Costs and Expenses

	Three Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except percentages)			
Cost of coal sales	$114,442	$104,142	$10,300	9.9%
Selling, general and administrative expenses	3,652	3,255	397	12.2%
Amortization of coal supply agreements	97	97	—	N/A
Total	$118,191	$107,494	$10,697	10.0%

Cost of coal sales. Cost of coal sales increased in the quarter ended June 30, 2003 as compared to the same period in 2002 primarily due to the higher sales levels noted above, as well as higher supply and maintenance costs of approximately $7.0 million. The increase in supply and maintenance costs results from increased costs of fuel and explosives, as well as an overall increase in maintenance activities during the quarter ended June 30, 2003 as compared to the same period in 2002. These increases were only partially offset by the impact of the severance tax recoveries discussed previously.

Selling, general and administrative expenses. Selling, general and administrative expenses represent amounts allocated from Arch Coal. The increase for the quarter ended June 30, 2003 is a result of two factors. First, Arch Coal has experienced an increase in its selling, general and administrative expenses due in part to higher personnel and benefit plan costs. Second, certain of the expenses are allocated based on measures such as tons sold and coal sales realization. Our proportion of these measures has grown from prior periods, resulting in an increase in the expenses allocated to us.

Interest Expense, Net

	Three Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except percentages)			
Interest expense	$10,430	$11,957	$(1,527)	(12.8)%
Interest income, primarily from Arch Coal, Inc.	(3,954)	(3,408)	(546)	(16.0)%
Total	$ 6,476	$ 8,549	$(2,073)	(24.2)%

Interest expense. Interest expense decreased during the second quarter of 2003 as compared to the same period in 2002 as a result of a decrease in our cost of borrowing. Prior to June 25, 2003, a significant portion of our debt bore interest at a variable rate based on LIBOR. LIBOR rates during the second quarter of 2003 were lower than those in the same period in 2002.

Interest income. Our cash transactions are managed by Arch Coal. Cash paid to or from us that is not considered a distribution or a contribution is maintained as a receivable from Arch Coal. The receivable balance earns interest from Arch Coal at the prime interest rate. The increase in interest income is due to an increase in the amount of the receivable from Arch Coal.

Other non-operating income and expense

Amounts reported as non-operating consist of income or expense resulting from our financing activities other than interest. During the quarter ended June 30, 2003, we recognized expenses resulting from the retirement of our existing term loans, as described above.

Net income (loss)

	Three Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except percentage)			
Net income (loss)	$10,421	$(230)	$10,651	N/A

The increase in net income is due to the combination of increased revenues and income from our investment in Canyon Fuel, offset partially by the higher costs and expenses and the expenses resulting from the early extinguishment of our term loans, all described above.

Six Months Ended June 30, 2003 Compared with Six Months Ended June 30, 2002

Revenues and Operating Income

	Six Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except coal sales realization and percentages)			
Coal sales revenues	$242,063	$223,585	$18,478	8.3%
Income from equity investments	16,204	1,070	15,134	N/A
Other operating income	6,295	4,995	1,300	26.0%
Total	$264,562	$229,650	$34,912	15.2%
Tons sold	33,304	32,741	563	1.7%
Coal sales realization per ton	$ 7.27	$ 6.83	$ 0.44	6.4%

Coal sales revenues. The increase in coal sales in the six months ended June 30, 2003 was primarily due to increased coal prices, along with a minor increase in sales volumes. The increase in per ton coal sales realization was primarily due to higher contract prices.

Income from equity investment. In the first six months of 2003, income from our investment in Canyon Fuel increased due to improved operating performance at certain of Canyon Fuel's mines as compared to the prior year's period, when one mine experienced geologic issues that impacted 2002 performance.

Costs and Expenses

	Six Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except percentages)			
Cost of coal sales	$220,446	$209,983	$10,463	5.0%
Selling, general and administrative expenses	7,441	6,435	1,006	15.6%
Amortization of coal supply agreements	192	261	(69)	(26.4)%
Total	$228,079	$216,679	$11,400	5.3%

Cost of coal sales. Cost of coal sales increased in the six months ended June 30, 2003 as compared to the same period in 2002 primarily due to the increase in coal sales, disruptions in production in the first quarter of 2003 due to severe weather, and increased diesel fuel and explosives costs. For the six months

ended June 30, 2003, diesel fuel and explosives costs were approximately $3.1 million higher than in the six month period ended June 30, 2002.

Selling, general and administrative expenses. Selling, general and administrative expenses represent amounts allocated from Arch Coal. The increase in selling, general and administrative expenses for the six months ended June 30, 2003 as compared to the same period in 2002 is primarily due to additional legal, personnel and information services costs.

Interest Expense, Net

	Six Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except percentages)			
Interest expense	$20,557	$21,567	$(1,010)	(4.7)%
Interest income, primarily from Arch Coal, Inc.	(7,502)	(6,529)	(973)	(14.9)%
Total	$13,055	$15,038	$(1,983)	(13.2)%

Interest expense. Interest expense decreased during the first half of 2003 as compared to the same period in 2002 as a result of a decrease in our cost of borrowing, primarily during the second quarter of 2003. Prior to June 25, 2003, a significant portion of our debt bore interest at a variable rate based on LIBOR. LIBOR rates during the second quarter of 2003 were lower than those in the second quarter of 2002.

Interest income. Our cash transactions are managed by Arch Coal. Cash paid to or from us that is not considered a distribution or a contribution is maintained as a receivable from Arch Coal. The receivable balance earns interest from Arch Coal at the prime interest rate. The increase in interest income is due to an increase in the amount of the receivable from Arch Coal.

Other non-operating income and expense

Amounts reported as non-operating consist of income or expense resulting from our financing activities other than interest. During the six months ended June 30, 2003, we recognized expenses resulting from the retirement of our existing term loans, as described above.

Net income (loss) before cumulative effect of accounting change

	Six Months Ended June 30,		Increase (Decrease)	
	2003	2002	$	%
	(In thousands, except percentage)			
Net income (loss) before cumulative effect of accounting change	$18,532	$(2,067)	$20,599	N/A

The positive effect on net income before cumulative effect of accounting change is primarily due to higher coal sales realizations and to increased income from our investment in Canyon Fuel, as discussed above.

Cumulative effect of accounting change

Effective January 1, 2003, we adopted FAS 143, which requires legal obligations associated with the retirement of long-lived assets to be recognized at fair value at the time the obligations are incurred. Upon initial recognition of a liability, that cost should be capitalized as part of the related long-lived asset and allocated to expense over the useful life of the asset. Application of FAS 143 resulted in a cumulative effect loss as of January 1, 2003 of $18.3 million.

Year Ended December 31, 2002, Compared to Year Ended December 31, 2001

Our results for 2002 were adversely impacted by the state of oversupply in the coal market that resulted from an extremely mild winter and a period of industrial economic weakness that dampened electricity demand. As a result, we reduced our rate of production from planned levels at our mining operations. Offsetting the impact of the overall production cuts was an improvement in operating performance at our West Elk mine, which had experienced production difficulties and increased costs in 2001 resulting from high methane levels.

Operating results for 2002 versus 2001 and additional discussion of the 2002 results are provided below.

Revenues and Operating Income

	Year Ended December 31,		Increase (Decrease)	
	2001	2002	$	%
	(In thousands, except percentages)			
Coal sales revenues	$468,137	$492,191	$ 24,054	5.1%
Income from equity investment	26,250	7,774	(18,476)	(70.4)
Other operating income	21,326	14,215	(7,111)	(33.3)
Total	$515,713	$514,180	$ (1,533)	(0.3)%

Coal sales revenues. The increase in coal sales in 2002 was the result of higher average pricing on coal shipped during 2002 as compared to 2001. Average realizations on a per ton basis were $6.79 per ton in 2002 as compared to $6.35 per ton in 2001. This increase was due in part to higher contract prices and in part to the mix of the tons sold. In 2002, a higher percentage of tons sold were from our West Elk mine in Colorado. The average realized sales price from this mine is generally higher than prices from our other operations. Production at the West Elk mine was constrained in 2001 due to higher than normal levels of methane gas in the coal seam. Partially offsetting the impact of higher average prices was a decrease in the number of tons sold, from 73.7 million tons in 2001 to 72.5 million tons in 2002.

Income from equity investment. The decrease in investment income from Canyon Fuel resulted from decreased operating earnings at Canyon Fuel due to the expiration of a favorable sales contract at the end of 2001, reduced operating results in early 2002 at one mine resulting from adverse geologic issues and a weak market environment for Utah coal throughout 2002. Additionally, in 2001, Canyon Fuel recognized recoveries of previously paid property taxes. Our share of these recoveries was $2.6 million.

Other operating income. The decrease in other revenues is primarily due to gains on land sales in 2001 of $5.4 million. There were no significant land sales in 2002. Additionally, we recognized $2.1 million of outlease royalties in 2001 from an outlease arrangement that terminated in 2001.

Costs and Expenses

	Year Ended December 31,		Increase (Decrease)	
	2001	2002	$	%
	(In thousands, except percentages)			
Cost of coal sales	$440,363	$450,144	$9,781	2.2%
Selling, general and administrative expenses	13,004	13,011	7	—
Amortization of coal supply agreements	1,976	1,201	(775)	(39.2)
Total	$455,343	$464,356	$9,013	2.0%

Cost of coal sales. The increase in cost of coal sales is due primarily to the change in sales mix noted above.

In addition, the following items impacted cost of coal sales in the period noted:

- Year ended December 31, 2002

We received a final insurance settlement of $9.4 million related to the temporary shut down of the West Elk mine following detection of combustion-related gases in a portion of the mine. This final insurance settlement has been recognized as a reduction in the cost of coal sales.

- Year ended December 31, 2001

We were notified by the Bureau of Land Management that we would receive a royalty rate reduction for certain tons mined at our West Elk mine. The rate reduction applies to a specified number of tons beginning October 1, 2001 and ending no later than October 1, 2005. The retroactive portion of the refund totaled $3.3 million and has been recognized as a reduction in the cost of coal sales.

Interest Expense, Net

	Year Ended December 31,		Increase (Decrease)	
	2001	2002	$	%
	(In thousands, except percentages)			
Interest expense	$ 44,637	$ 43,604	$(1,033)	(2.3)%
Interest income primarily from Arch Coal	(15,609)	(13,689)	1,920	12.3
Total	$ 29,028	$ 29,915	$ 887	3.1%

Interest expense. Interest expense decreased primarily as a result of lower interest rates on our outstanding variable rate borrowings.

Interest income primarily from Arch Coal. Interest income primarily from Arch Coal decreased due to a decrease in the interest rate on the note receivable from Arch Coal.

Net income

	Year Ended December 31,		Increase (Decrease)	
	2001	2002	$	%
	(In thousands, except percentage)			
Net income	$31,342	$19,909	$(11,433)	(36.5)%

The decrease in net income is primarily due to the decreases in our income from Canyon Fuel and the decrease in other revenues, as discussed above.

Year Ended December 31, 2001, Compared to Year Ended December 31, 2000

Results for 2001 were positively impacted by strong margins on the limited tonnage open to market-based pricing during the early part of 2001. Results for both 2001 and 2000 were negatively impacted by significant production difficulties at our West Elk mine. In 2000, the mine was idled from January 28, 2000 to July 12, 2000, following the detection of combustion gases in a portion of the mine. In 2001, the mine experienced high methane levels (unrelated to the combustion gases) that negatively impacted production. The operating losses at West Elk were offset to some extent by insurance settlements of $31.0 million in 2000 and $9.4 million 2001 under our business interruption policy.

Operating results for 2001 versus 2000 and additional discussion of the 2001 results are provided below.

Revenues and Operating Income

	Year Ended December 31,		Increase (Decrease)	
	2000	2001	$	%
	(In thousands, except percentages)			
Coal sales revenues	$393,619	$468,137	$74,518	18.9%
Income from equity investment	12,837	26,250	13,413	104.5
Other operating income	10,130	21,326	11,196	110.5
Total	$416,586	$515,713	$99,127	23.8%

Coal sales revenues. The increase in coal sales in 2001 was the result of 5.2 million additional tons shipped in 2001 compared to 2000, higher average pricing on coal shipped during 2001 as compared to 2000 and additional sales from our West Elk mine as compared to the previous year. Average realizations on a per ton basis were $6.35 per ton in 2001 as compared to $5.74 in 2000. The increase resulted from higher spot market pricing during the early part of 2001 on a limited number of spot market tons sold. The increase in tons sold resulted from higher production at our Black Thunder and West Elk mines, offset partially by the idling of our Coal Creek mine in 2000. Coal sales in 2000 were adversely impacted by reduced production at our West Elk mine due to its idling as discussed above. After moving to another section of the mine, production was hampered by methane gas in 2001, however, production and sales levels were significantly higher than 2000 levels.

Income from equity investment. During 2001, Canyon Fuel recognized recoveries of previously paid property taxes. Our share of these recoveries is $2.6 million. In addition, Canyon Fuel experienced improved performance at its three underground mines in Utah.

Other operating income. Other revenues increased in 2001 due to a $5.1 million gain on a land sale in Wyoming and the amortization of a $4.9 million deferred gain resulting from the renegotiation of a sales contract. The deferred gain was amortized over the remaining tons to be shipped under the contract.

Costs and Expenses

	Year Ended December 31,		Increase (Decrease)	
	2000	2001	$	%
	(In thousands, except percentages)			
Cost of coal sales	$383,608	$440,363	$56,755	14.8%
Selling, general and administrative expenses	10,991	13,004	2,013	18.3
Amortization of coal supply agreements	9,536	1,976	(7,560)	(79.3)
Total	$404,135	$455,343	$51,208	12.7%

Cost of coal sales. The increase in cost of coal sales resulted from increased tons sold and a change in mix, primarily from increased tons produced from our West Elk mine, which has a higher cost structure than the Black Thunder mine. Additional costs were incurred at our West Elk mine during 2001 resulting from efforts to control methane gas levels. This was partially offset by $9.4 million of insurance proceeds received as the final insurance settlement from the temporary mine closure related to the year-2000 combustion gases. These insurance proceeds are reflected as a reduction in cost of coal sales. The costs associated with the West Elk mine closure in 2000 were partially offset by insurance proceeds of $31.0 million received in that year.

Selling, general and administrative expenses. The cost increase for the year ended 2001 compared to the prior year is a result of additional costs associated with bonus accruals.

Amortization of coal supply agreements. The decrease in amortization of coal supply agreements results from an above market contract that terminated in 2000.

Interest Expense, Net

	Year Ended December 31,		Increase (Decrease)	
	2000	2001	$	%
	(In thousands, except percentages)			
Interest expense	$ 46,957	$ 44,637	$(2,320)	(4.9)%
Interest income primarily from Arch Coal	(13,757)	(15,609)	(1,852)	(13.5)
Total	$ 33,200	$ 29,028	$(4,172)	(12.6)%

Interest expense. The reduction in interest expense results from lower interest rates on our $675.0 million non-amortizing term loan.

Interest income primarily from Arch Coal. The increase in interest income primarily from Arch Coal results from a higher average balance on the note receivable from Arch Coal.

Net Income (Loss)

	Year Ended December 31,		Increase (Decrease)	
	2000	2001	$	%
	(In thousands, except percentage)			
Net income (loss)	$(20,749)	$31,342	$52,091	—

Increased net income results from additional production and sales during 2001 compared to 2000, higher per ton sales realization, improved mining conditions at our West Elk mine and increased profitability from Canyon Fuel.

Outlook

Production Levels. We reduced our overall rate of coal production by approximately 8% during the first quarter of 2003. This was in addition to a reduction in overall production of approximately 1% during 2002. These actions were taken in response to unfavorable spot coal markets following an extremely mild winter in 2001-2002, a period of industrial economic weakness that dampened electricity demand and an effort by electric utilities to reduce coal stockpile levels. Although the timing of any recovery in coal markets remains uncertain, there have been indications that prices may return to more favorable levels in the future. These indications include more normal weather patterns, some indication of economic recovery and an overall decrease in coal production and utility stockpiles.

Postretirement Obligations. We expect to incur significantly higher expense charges related to postretirement obligations in 2003. Our portion of these obligations, which include increases in post-retirement healthcare and pension-related expenses, increased our costs by approximately $0.5 million during the first quarter of 2003 and are expected to increase non-cash costs by approximately $0.5 million per quarter from prior year levels for the remainder of the year.

Liquidity and Capital Resources

The following is a summary of cash provided by or used in each of the indicated types of activities during the six months ended June 30, 2003 and 2002:

	Six Months Ended June 30,	
	2003	2002
	(In thousands)	
Cash provided by (used in):		
Operating activities	$ 736	$ 38,405
Investing activities	(10,193)	(34,678)
Financing activities	10,603	(4,127)

Cash provided by operating activities declined in the six months ended June 30, 2003 as compared to the same period in 2002 due primarily to an increase in our receivable from Arch Coal.

Cash used in investing activities for the six months ended June 30, 2003 was lower than the same period in 2002 due to decreased capital expenditures primarily at Black Thunder. Capital expenditures at Black Thunder were $18.4 million lower in the six-month period ending June 30, 2003 as compared to the same period in 2002. In the first six months of 2002, we replaced several pieces of mobile equipment at Black Thunder.

Cash provided by financing activities during the first half of 2003 reflects the proceeds from the issuance of the old notes (which were used to retire existing debt). On June 25, 2003, Arch Western Finance, a subsidiary of ours, completed the offering of the old notes. The proceeds of the offering were primarily used to repay our existing term loans. The cash used in financing activities during the six months ended June 30, 2002 reflects payments of debt issuance costs.

Expenditures for property, plant and equipment were $10.2 million and $31.9 million for the six months ended 2003 and 2002, respectively. Capital expenditures are made to improve and replace existing mining equipment, expand existing mines, develop new mines and improve the overall efficiency of mining operations.

The following is a summary of cash provided by or used in each of the indicated types of activities during the years ended December 31, 2002, 2001, and 2000:

	Year Ended December 31,		
	2000	2001	2002
		(In thousands)	
Cash provided by (used in):			
Operating activities	$ 22,279	$ 29,758	$ 68,080
Investing activities	(22,389)	(29,391)	(64,099)
Financing activities	—	—	(4,193)

Cash provided by operating activities increased in 2002 as compared to 2001 due primarily to improved operating performance and reduced requirements for working capital components other than inventories. Cash provided by operating activities increased in 2001 compared to 2000 due primarily to improved operating performance in 2001, increased distributions from our equity investment in Canyon Fuel, and reduced working capital requirements in 2001 compared to 2000. Results of operations in 2000 were negatively impacted by the detection of combustion related gases in our underground West Elk mine. The mine was idled for the period January 28, 2000 through July 12, 2000. The negative impact of this event was partially offset by $31 million in insurance proceeds received in 2000.

Cash used in investing activities increased in 2002 as compared to 2001 due to increased capital expenditures of $17.9 million at Black Thunder and increased prepaid royalty payments of $8.0 million. Cash used in investing activities in 2001 increased compared to 2000 due primarily to higher capital expenditures in 2001 that were partially offset by proceeds on the sale of a tract of land in Wyoming. The increased capital additions in 2001 were attributable to various de-gasification systems that were constructed at West Elk to remove the methane gas that was encountered when the longwall was moved to a new section of the mine.

Expenditures for property, plant and equipment were $51.4 million, $32.1 million and $28.5 million for 2002, 2001 and 2000, respectively. The increase in capital expenditures in 2002 compared to 2001 resulted primarily from the scheduled purchase of assets from an operating lease and the replacement of several pieces of mobile equipment at Black Thunder.

Cash used in financing activities during 2002 represents costs associated with the debt refinancing that occurred in the first quarter of 2002, as described below. Our cash transactions are managed by Arch Coal. Cash paid to or from us that is not considered a distribution or a contribution is maintained in an Arch

Coal receivable account. At December 31, 2002, 2001 and 2000, the receivable from Arch Coal was $333.8 million, $259.8 million and $189.2, respectively. The receivable is interest bearing and is payable on demand by us. However, we do not intend to demand payment of the receivable within the next year. Therefore, the receivable is classified on the consolidated balance sheets as long-term.

We generally satisfy our working capital requirements and fund our capital expenditures and debt-service obligations with cash generated from operations. We believe that cash generated from operations will be sufficient to meet our working capital requirements and anticipated capital expenditures for the next several years. Our ability to fund planned capital expenditures and meet our debt-service obligations will depend upon our future operating performance, which will be affected by prevailing economic conditions in the coal industry, and by financial, business and other factors, some of which are beyond our control. We expect to incur capital expenditures of approximately $42.0 million in the second half of 2003.

On April 18, 2002, we refinanced our then existing credit facilities. The credit facility included a five-year non-amortizing term loan for $150.0 million and a six-year non-amortizing term loan of $525.0 million. The rate of interest under both term loans was a floating rate based on LIBOR. The credit facility was secured by our ownership interest in all of our subsidiaries. We used the net proceeds from the sale of the old notes to repay and retire the outstanding indebtedness under our credit facility.

On September 19, 2003, we established a new term loan credit facility. The new credit facility provides for a $100.0 million non-amortizing term loan, subject to certain conditions of borrowing, which include the consummation by Arch Coal of its acquisition of Vulcan. Currently, no amount is available to us under that credit facility. When all of the conditions of borrowing have been met, we will be able to borrow pursuant to the term loan. We expect to distribute to Arch Coal any amounts that we borrow under our credit facility to finance the acquisition of Vulcan, which would increase the aggregate principal amount of the Arch Coal notes. If we borrow pursuant to the term loan, the term loan will mature in April 2007.

The terms of our LLC Agreement provide for a preferred return distribution in an amount equal to 4% of the preferred capital account balance, which was $2.4 million for each of the years ended December 31, 2000, 2001 and 2002. Preferred distributions made during the years ended December 31, 2002, 2001, and 2000 were $0.1 million in each year. Except for the preferred return distribution, distributions may generally be made at such times and in such amounts as our managing member determines. We made no distributions other than the preferred return in the years ended December 31, 2002, 2001 and 2000.

We are exposed to commodity price risk related to our purchase of diesel fuel. We enter into forward purchase contracts and heating oil swaps to substantially eliminate volatility in the price of diesel fuel for our operations. The swap agreements essentially fix the price paid for diesel fuel by requiring us to pay a fixed heating oil price and receive a floating heating oil price. The changes in the floating heating oil price highly correlate to changes in diesel fuel prices. Gains and losses on terminations of heating oil swap agreements are deferred on the balance sheet (in other long-term liabilities) and amortized as an adjustment to diesel fuel cost over the original term of the terminated heating oil swap agreement as if it were still in place.

The discussion below presents the sensitivity of the market value of our financial instruments to selected changes in market rates and prices. The range of changes reflects our view of changes that are reasonably possible over a one-year period. Market values are the present value of projected future cash flows based on the market rates and prices chosen. The major accounting policies for these instruments are described in Note 1 to our consolidated financial statements.

At June 30, 2003, our debt portfolio consisted entirely of fixed rate debt. As such, a change in interest rates on the fixed rate debt impacts the net financial instrument position but has no impact on interest incurred or cash flows. The sensitivity analysis related to our fixed rate debt assumes an instantaneous 100-basis-point move in interest rates from their levels at June 30, 2003, with all other variables held constant.

A 100-basis-point increase in market interest rates would result in a $48.1 million decrease in the fair value of the fixed portion of the debt at June 30, 2003.

Relative to our diesel hedge position, at June 30, 2003, a $.05 per gallon decrease in the price of heating oil would result in a $0.1 million decrease in the fair value of the financial position of the heating oil swaps.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Contractual Obligations

The following is a summary of our significant contractual obligations as of December 31, 2002:

	Payments Due by Period			
	Less Than 1 Year	1-3 Years	4-5 Years	After 5 Years
	(In thousands)			
Long-term debt	$ —	$ —	$150,000	$525,000
Operating leases	4,281	3,338	2,853	866
Royalty leases	10,630	21,201	21,035	64,164
Unconditional purchase obligations	17,088	—	—	—
Total contractual cash obligations	$31,999	$24,539	$173,888	$590,030

Unconditional purchase obligations represent amounts committed for capital expenditures. In addition to these contractual obligations, we expect to make contributions of $7.6 million to our pension plan in 2003.

Contingencies

Reclamation

The federal Surface Mining Control and Reclamation Act of 1977 and similar state statutes require that mine property be restored in accordance with specified standards and an approved reclamation plan. We accrue for the costs of final mine closure reclamation in accordance with the provisions of FAS 143, which was adopted as of January 1, 2003. These costs relate to reclaiming the pit and support acreage at surface mines and sealing portals at deep mines. Other costs of final mine closure common to surface and underground mining are related to reclaiming refuse and slurry ponds, eliminating sedimentation and drainage control structures, and dismantling or demolishing equipment or buildings used in mining operations. The establishment of the final mine closure reclamation liability is based upon permit requirements and requires various estimates and assumptions, principally associated with costs and productivities.

We review our entire environmental liability periodically and make necessary adjustments, including permit changes and revisions to costs and productivities to reflect current experience. Our management believes it is making adequate provisions for all expected reclamation and other associated costs. As of June 30, 2003, we had accrued $111.3 million for reclamation liabilities.

Legal Contingencies

We are party to claims and lawsuits with respect to various matters. We provide for costs related to contingencies, including environmental matters, 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 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. As of June 30, 2003, we have not accrued for any legal contingencies.

Losses

Because the coal mining industry is subject to significant regulatory oversight and affected by the possibility of adverse pricing trends or other industry trends beyond our control, we may suffer losses in the future if legal and regulatory rulings, mine idlings and closures, adverse pricing trends or other factors affect our ability to mine and sell coal profitably.

Critical Accounting Policies

Our financial statements are prepared in accordance with accounting principles that are generally accepted in the United States. The preparation of these financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses as well as the disclosure of contingent assets and liabilities. Our management bases its estimates and judgments on historical experience and other factors that are believed to be reasonable under the circumstances. Actual results may differ from the estimates used under different assumptions or conditions. Note 1 to our consolidated financial statements provides a description of all significant accounting policies. We believe that of these significant accounting policies, the following may involve a higher degree of judgment or complexity.

Accrued Reclamation and Mine Closure Costs

The federal Surface Mining Control and Reclamation Act of 1977 and similar state statutes require that mine property be restored in accordance with specified standards and an approved reclamation plan. Significant reclamation activities include reclaiming refuse and slurry ponds, reclaiming the pit and support acreage at surface mines, and sealing portals at deep mines. We accrue for the cost of final mine closure reclamation over the estimated useful mining life of the property. We determine the total amount to be accrued on a mine-by-mine basis based upon current permit requirements and various estimates and assumptions, including estimates of disturbed acreage, cost estimates, and assumptions regarding productivity. Estimates of disturbed acreage are determined based on engineering data. Cost estimates are based upon historical internal or third-party costs, depending on how the work is expected to be performed. Productivity assumptions are based on historical experience with the equipment that is expected to be utilized in the reclamation activities. On at least an annual basis, we review our entire reclamation liability and makes necessary adjustments for permit changes as granted by state authorities, additional costs resulting from accelerated mine closures, and revisions to cost estimates and productivity assumptions, to reflect current experience. At December 31, 2002 and 2001, we had recorded reclamation and mine closure liabilities of $69.1 million and $62.9 million, respectively. While the precise amount of these future costs cannot be determined with certainty, as of December 31, 2002, we estimate that the aggregate undiscounted cost of final mine closure is approximately $220.6 million.

Effective January 1, 2003, we adopted FAS 143, *Accounting for Asset Retirement Obligations,* which significantly changes the way in which we account for our reclamation and mine closure liabilities. The statement requires legal obligations associated with the retirement of long-lived assets to be recognized at their fair value at the time that the obligations are incurred. Upon initial recognition of a liability, that cost is capitalized as part of the related long-lived asset and allocated to expense over the useful life of the asset. The initial adoption of FAS 143 resulted in a cumulative effect loss of $18.3 million as of January 1, 2003.

The amount of the asset retirement obligation depends on the estimates and assumptions discussed above, as well as the following:

- *Discount rate* — FAS 143 requires the asset retirement obligation to be recorded at its fair value. In accordance with the provisions of FAS 143, we utilized discounted cash flow techniques to estimate

the fair value of our obligations. The rates that we used are based on rates for treasury bonds with maturities similar to expected mine lives, adjusted for our credit standing.

- *Third-party margin* — FAS 143 requires the measurement of an obligation to be based upon the amount a third party would demand to assume the obligation. Because we plan to perform a significant amount of our final mine closure reclamation activities with internal resources, a third-party margin was added to the estimated costs of these activities. This margin was estimated based on our historical experience with contractors performing certain types of reclamation activities. The inclusion of this margin will result in a recorded obligation that is greater than our estimates of our cost to perform the reclamation activities. If our cost estimates are accurate, the excess of the recorded obligation over the cost incurred to perform the work will be recorded as a gain at the time that reclamation work is completed.

At June 30, 2003, we had recorded asset retirement obligations of $111.3 million, including amounts classified as current.

Employee Benefit Plans

We have non-contributory defined benefit pension plans covering certain of our salaried and non-union hourly employees. Benefits are generally based on the employee's years of service and compensation. We fund the plans in an amount not less than the minimum statutory funding requirements nor more than the maximum amount that can be deducted for federal income tax purposes. For the years ended December 31, 2002 and 2001, no contributions were made by us. We account for our defined benefit plans in accordance with FAS 87, *Employer's Accounting for Pensions,* which requires amounts recognized in the financial statements to be determined on an actuarial basis.

The calculation of our net periodic benefit costs (pension expense) and benefit obligation (pension liability) associated with our defined benefit pension plans requires the use of a number of assumptions that we deem to be "critical accounting estimates." Changes in these assumptions can result in different pension expense and liability amounts, and actual experience can differ from the assumptions.

- The expected long-term rate of return on plan assets is an assumption of the rate of return on plan assets reflecting the average rate of earnings expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. We establish the expected long-term rate of return at the beginning of each fiscal year based upon historical returns and projected returns on the underlying mix of invested assets. The pension plan's investment targets are 65% equity and 35% fixed income securities. Investments are rebalanced on a periodic basis to stay within these targeted guidelines. Our long-term rate of return assumption is 9% for the years ended December 31, 2002 and 2001, which is less than the plan's actual life-to-date returns, which includes the most recent years negative returns as experienced by the markets in general. Any difference between the actual experience and the assumed experience is deferred as an unrecognized actuarial gain or loss and amortized into the future. The impact of lowering the expected long-term rate of return on plan assets from 9% to 8.5% would result in an increase to expense of $0.3 million for the year ended 2003.

- The discount rate represents our estimate of the interest rate at which pension benefits could be effectively settled. Assumed discount rates are used in the measurement of the projected, accumulated and vested benefit obligations and the service and interest cost components of the net periodic pension cost. In estimating that rate, Statement No. 87 requires rates of return on high quality, fixed income investments. We utilize a bond portfolio model that uses bonds that are rated "AA" or higher to match the expected benefit payments under the plan. The discount rate used for 2002 and 2001 was 7.0% and 7.5%, respectively. Had the discount rate been lowered from 7.0% to 6.5% in 2003, we would incur additional expense of $0.8 million.

The reduction in the discount rate from 2001 (7.5%) to 2002 (7.0%) and the difference between the expected return on plan assets ($4.8 million income) and the actual return ($5.2 million loss) will be amortized into earnings over a five-year period.

We also currently provide certain postretirement medical/life insurance coverage for eligible employees. Generally, covered employees who terminate employment after meeting eligibility requirements are eligible for postretirement coverage for themselves and their dependents. The salaried employee postretirement medical/life plans are contributory, with retiree contributions adjusted periodically, and contain other cost-sharing features such as deductibles and coinsurance. The postretirement medical plan for retirees who were members of the United Mine Workers of America is not contributory. Our current funding policy is to fund the cost of all postretirement medical/life insurance benefits as they are paid. We account for our other postretirement benefits in accordance with FAS 106, *Employer's Accounting for Postretirement Benefits Other Than Pensions,* which requires amounts recognized in the financial statements to be determined on an actuarial basis.

Various actuarial assumptions are required to determine the amounts reported as obligations and costs related to the postretirement benefit plan. These assumptions include the discount rate and the future medical cost trend rate.

- The discount rate assumption reflects the rates available on high-quality fixed-income debt instruments at year end and is calculated in the same manner as discussed above for the pension plan. The discount rate used for 2002 and 2001 was 7.0% and 7.5%, respectively. Had the discount rate been lowered from 7.0% to 6.5% in 2003, we would incur additional expense of $0.1 million.

- Future medical trend rates include the rate of compensation increase for the pension obligation and the health care cost trend rate for other postretirement benefit obligations. The rate of compensation increase is determined based upon our long-term plans for such increases. The health care cost trend rate is determined based upon our own historical trends for health care costs as well as external data regarding such costs. The cost trend rate can have a significant effect on the amounts reported. However, as the employer contribution cap was reached in 2002, the impact of health care cost trend rate changes is not material.

BUSINESS

We are one of the largest and most productive operators of compliance and low sulfur coal mines in the United States. We sold 72.5 million tons of coal in 2002 and 33.3 million tons of coal during the six months ended June 30, 2003, all of which was compliance and low sulfur coal. We have a total of seven operating mines. Our largest mine, Black Thunder, is located in Wyoming in the Powder River Basin, the largest and fastest-growing U.S. coal-producing region. Black Thunder is the second largest coal mine in the United States. We are the largest producer of coal in the Western Bituminous Region, where we directly own three mines in Colorado and Wyoming and a 65% interest in Canyon Fuel Company, LLC, which owns and operates three mines in Utah, one of which is scheduled to be idled by June 30, 2004.

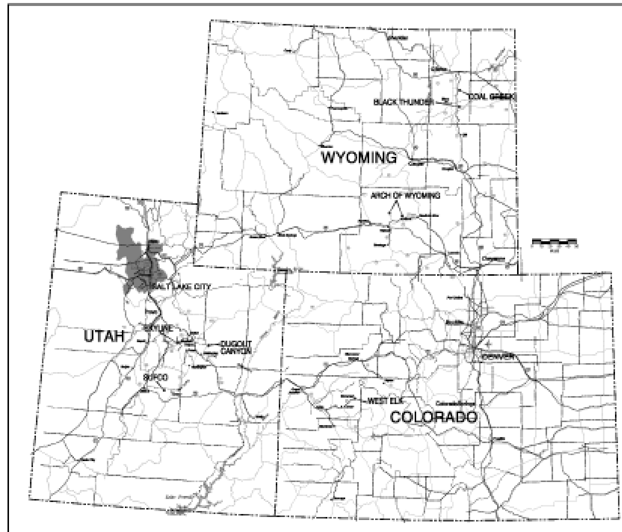
As of June 30, 2003, we controlled approximately 1.9 billion tons of proven and probable compliance and low sulfur coal reserves. Compliance Coal and low-sulfur coal are coals which when burned, emit 1.2 pounds or less and 1.6 pounds or less of sulfur dioxide per million Btu’s respectively. Compliance coal does not require generators of electricity to use sulfur dioxide reduction technologies to comply with the requirements of the Clean Air Act. Approximately 93.5% of our reserves is compliance coal.

We sell substantially all of our coal to producers of electric power, most of whom are large, investment grade utilities. For the year ended December 31, 2002, we derived 20.8% of our total coal revenues from sales to our largest customers, Southern Company and Tennessee Valley Authority. Currently, we have sales contracts in place for approximately 96% of our planned 2003 production and approximately 64% of our planned 2004 production. This provides us with a relatively reliable and stable revenue base through the end of 2004. Our goal with respect to the remainder of our planned production is to seek long-term supply agreements with our largest and best customers as coal markets strengthen.

Operations

As of June 30, 2003, we operated a total of seven mines, all located in the western United States. Coal is transported from our mining complexes to customers by railroad cars. As is customary in the industry, virtually all of our coal sales are made F.O.B. mine or loadout, meaning that customers are responsible for the cost of transporting purchased coal to their facilities.

The following map shows the locations of our mines.



The following table provides summary information regarding our principal mining complexes and the total sales associated with these operations for the prior three years.

Mining Complex	Type of Mine(s)	Mining Equipment	Transportation	Tons Sold		
				2000	2001	2002
					(in millions)	
Black Thunder	Surface	D, SH(1)	UP/BN	60.1	67.6	65.1
Coal Creek(2)	Surface	—	UP/BN	4.2	—	—
West Elk	Underground	LW, C	UP	3.2	5.2	6.7
Skyline(3)	Underground	LW, C	UP	3.3	3.8	3.4
SUFCO(3)	Underground	LW, C	UP	5.8	7.1	7.2
Dugout Canyon(3)	Underground	LW, C	UP	0.5	1.8	2.0
Arch of Wyoming	Surface	D, SH(4)	UP	0.8	0.7	0.6
Total				77.9	86.2	85.0

D = Dragline	C = Continuous Miner
SH = Shovel/Truck	UP = Union Pacific Railroad
LW = Longwall	BN = Burlington Northern Railroad

(1) Utilizes 164-cubic-yard, 130-cubic-yard, 78-cubic-yard and 45-cubic-yard draglines and 53-cubic-yard, 60-cubic-yard and 82-cubic-yard shovels.

(2) Idled beginning in the third quarter of 2000 because of unfavorable conditions existing in the market environment.

(3) Operated by Canyon Fuel. Canyon Fuel is an equity investment, and its financial statements and tons produced are not consolidated into our financial statements and tons produced. Amounts represent 100% of Canyon Fuel's production and assigned reserves, of which we have a 65% interest. The Skyline mine is scheduled to be idled by June 30, 2004.

(4) Utilizes 76-cubic-yard dragline at Medicine Bow and a 32-cubic-yard dragline at Seminoe II.

Black Thunder. The Black Thunder mine is located in Campbell County, Wyoming on approximately 14,711 acres. Mining the approximately 68-foot coal seam are four draglines and seven shovels. There is no washing plant at Black Thunder. The coal is crushed through either the near pit crushing and conveying system or the primary system. Coal from these two crushing facilities is conveyed into one of two silos or a slot storage facility. Coal is shipped through two loadouts on trains operated by Burlington Northern and Union Pacific.

Coal Creek. The Coal Creek mine is located in Campbell County, Wyoming on approximately 6,720 acres. Coal Creek has been idle since July 2000. The equipment at the mine consists of one shovel, ten trucks and a loadout facility. The Coal Creek mine is located on a joint rail line operated by Burlington Northern and Union Pacific.

West Elk. The West Elk mine is an underground operation located in Gunnison County, Colorado on approximately 14,700 acres. The coal is mined by two continuous mines in support of a longwall. The loadout facility at the mine is serviced by the Union Pacific Railroad services the mine.

Medicine Bow. The Medicine Bow mine is located in Carbon County, Wyoming. The Medicine Bow mine has 20,352 permitted acres. Two draglines operate in the mine and the mined coal is processed through a preparation plant. The loadout facility at Medicine Bow is serviced by the Union Pacific Railroad.

Seminoe II. The Seminoe II mine controls 9,631 permitted acres. One dragline operates in the mine with the mined coal processed through a preparation plant with a capacity of 1,000 tons per hour. The loadout facility capacity is 5,000 tons per hour, and the loadout is serviced by the Union Pacific Railroad.

Skyline. Canyon Fuel's Skyline mine is an underground longwall mine located in Carbon County and Emery County, Utah on 11,300 acres. Three continuous miners support a longwall. The coal produced from the mine is crushed and loaded into trains at the mine. The loadout facility at Skyline is serviced by

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the Union Pacific Railroad. The Skyline mine is scheduled to be idled by June 30, 2004 because current market prices do not support expansion into an additional reserve base at the mine.

SUFCO. Canyon Fuel's SUFCO mine, an underground longwall mine, is located in Sevier County, Juab County and Emery County, Utah on 23,900 acres. Two continuous miners support the longwall. All of the coal produced from the mine is crushed at a facility located at the mine and trucked either directly to customers or to a train loadout located approximately 80 miles from the mine. The Union Pacific Railroad serves this loadout.

Dugout Canyon. Canyon Fuel's Dugout Canyon mine is an underground longwall mine located in Carbon, County, Utah on 13,700 acres. Two continuous miners support the longwall operation. The coal produced is crushed at the mine and trucked to a third party loadout served by the Union Pacific Railroad.

We currently own or lease the equipment utilized in our mining operations.

Coal Reserves

As of December 31, 2002, we estimate that we controlled approximately 1.9 billion tons of assigned and unassigned proven and probable recoverable reserves. Recoverable reserves include only saleable coal and do not include coal which would remain unextracted. Reserve estimates are prepared by our engineers and geologists and reviewed and updated periodically. Total recoverable reserve estimates and reserves dedicated to mines and complexes change from time to time to reflect mining activities, analysis of new engineering and geological data, changes in reserve holdings and other factors. Our recoverable reserves consist of steam coal, which is coal used in steam boilers to make electricity. The following tables present our estimated assigned and unassigned recoverable coal reserves at December 31, 2002:

Total Assigned Reserves

(tonnage in millions)

				Sulfur Content (lbs. per million Btus)				Reserve Control		Mining Method		Past Reserve Estimates	
Mine	Total Assigned Recoverable Reserves	Proven	Probable	<1.2	1.2-2.5	>2.5	As Received Btu per lb.(1)	Leased	Owned	Surface	Underground	2000	2001
Wyoming													
Black Thunder	854.5	838.8	15.7	796.1	50.5	7.9	8,847	849.7	4.8	854.4	—	987.6	918.6
Coal Creek	233.3	227.3	6.0	233.3	—	—	8,340	233.3	—	233.3	—	233.5	233.3
Medicine Bow	1.0	1.0	—	1.0	—	—	10,795	1.0	—	1.0	—	0.5	0.7
Seminoe II	0.3	0.3	—	0.3	—	—	10,795	0.3	—	0.3	—	0.4	0.6
Colorado													
West Elk	112.0	88.2	23.8	110.0	2.1	—	11,884	107.8	4.2	—	112.0	124.0	126.1
Utah (2)													
Dugout	35.7	26.1	9.6	33.7	2.0	—	12,038	34.7	1.0	—	35.7	34.6	37.5
Skyline	27.9	16.4	11.5	27.9	—	—	12,084	27.9	—	—	27.9	73.7	36.1
Sufco	61.8	25.6	36.2	61.3	0.5	—	11,405	60.5	1.3	—	61.8	126.1	80.8
Total	1,326.5	1,223.7	102.8	1,263.6	55.1	7.9		1,315.2	11.3	1089.0	237.4	1,580.4	1,433.7

Total Unassigned Reserves

(tonnage in millions)

Mine	Total Unassigned Recoverable Reserves	Proven	Probable	Sulfur Content (lbs. per million Btus) <1.2	1.2-2.5	>2.5	As Received Btu per lb.(1)	Reserve Control Leased	Owned
Wyoming	479.4	305.4	174.0	430.1	49.3	—	9,454	392.9	86.5
Colorado	42.3	33.4	8.9	42.3	—	—	11,532	41.9	0.4
Utah (2)	55.7	26.1	29.6	43.9	11.8	—	11,423	52.8	2.9
Total	577.4	364.9	212.5	516.3	61.1	—		487.6	89.8

(1) As received Btu per lb. includes the weight of moisture in the coal on an as sold basis.

(2) Including 100% of the reserves held by Canyon Fuel, in which we have a 65% interest.

As of December 31, 2002, approximately 86,688 acres (which includes 100% of the acreage held by Canyon Fuel) of our total of approximately 180,833 acres of coal land were leased by a subsidiary of Arch Coal from the federal government. We have subleased those federal lands from that subsidiary of Arch Coal. In addition, approximately 41,200 acres were leased by us from state governments, and approximately 32,650 acres were leased by us from private lessors. These leases have terms expiring between 2004 and 2027, subject to readjustment or extension and to earlier termination for failure to meet development requirements. Under current mining plans, all reported leased reserves will be mined out within the period of existing leases or within the time period of assured lease renewal periods.

Reserves at properties leased by us to other coal operators are not included in our reserve figures set forth in this prospectus. All of the identified coal reserves held by us have been subject to preliminary coal seam analysis to test sulfur content. Of these reserves, approximately 93.5% consist of compliance coal. Accordingly, our reserves are primarily suitable for the domestic steam coal markets.

Our federal coal leases are administered by the U.S. Department of the Interior under the Federal Coal Leasing Amendments Act of 1976. These leases cover our principal reserves in Wyoming and other reserves in Utah and Colorado. The Bureau of Land Management has asserted the right to adjust the terms and conditions of these leases, including rent and royalties, after the first 20 years of their term and at ten-year intervals thereafter. Annual rents under our federal coal leases are now set at $3.00 per acre. Production royalties on federal leases are set by statute at 12.5% of the gross proceeds of coal mined and sold for surface-mined coal and 8% for underground-mined coal. The federal government limits by statute the amount of federal land that may be leased by any company and its affiliates at any time to 75,000 acres in any one state and 150,000 acres nationwide. As of June 30, 2003, we leased or had applied to lease 11,230 acres of federal land in Colorado, 40,909 acres in Utah and 37,348 acres in Wyoming.

Title to coal properties that we lease or purchase and the boundaries of such properties generally are verified at the time of leasing or acquisition. However, in cases involving less significant properties and consistent with industry practices, title and boundaries are not completely verified until such time as we prepare to mine such reserves. If defects in title or boundaries of undeveloped reserves are discovered in the future, control of and the right to mine such reserves could be adversely affected.

From time to time, private lessors or subleasors of land leased by us have sought to terminate such leases on the basis that we have failed to comply with the financial terms of the leases or that the mining and related operations conducted by us are not authorized by the leases. Some of these allegations relate to leases upon which we conduct operations material to our consolidated financial position, results of operations and liquidity, but we do not believe any pending claims by such leasors or subleasors have merit or will result in the termination of any material lease or sublease.

We must obtain permits from applicable state regulatory authorities before we begin to mine reserves. Applications for permits require extensive engineering and data analysis and presentation and must address a variety of environmental, health and safety matters associated with a proposed mining operation. These matters include the manner and sequencing of coal extraction, the storage, use and disposal of waste and

other substances and other impacts on the environment, the construction of overburden fills and water containment areas and reclamation of the area after coal extraction. We are required to post bonds to secure our performance under our permits. As is typical in the coal industry, we strive to obtain mining permits within a time frame that allows us to mine reserves as planned on an uninterrupted basis. We generally begin preparing applications for permits for areas that we intend to mine up to three years in advance of their expected issuance date. Regulatory authorities have considerable discretion in the timing of permit issuance and the public has rights to comment on and otherwise engage in the permitting process, including through intervention in the courts.

Our reported coal reserves are those that could be economically and legally extracted or produced at the time of their determination. In determining whether our reserves meet this standard, we take into account, among other things, our potential inability to obtain a mining permit, the possible necessity of revising a mining plan, changes in estimated future costs, changes in future cash flows caused by changes in costs required to be incurred to meet regulatory requirements and obtaining mining permits, variations in quantity and quality of coal, and varying levels of demand and their effects on selling prices. We have obtained, or we have a very high probability of obtaining, all required permits or government approvals with respect to our reserves. We are not currently aware of matters which would significantly hinder our ability to obtain future mining permits or governmental approvals with respect to our reserves.

We periodically engage third parties to review our reserve estimates. The most recent third party review of our reserve estimates was conducted by Weir International Mining Consultants in April 2003.

The carrying cost of our coal reserves at December 31, 2002 was $577.8 million.

Competition

The coal industry is intensely competitive. We compete with four major coal producers (including Triton) in the Powder River Basin area and effectively compete with a large number of eastern and western coal producers in the markets that we serve. Excess industry capacity, which has occurred in the past, tends to result in reduced prices for our coal.

The most important factors on which we compete are coal price at the mine, coal quality and characteristics, transportation costs from the mine to the customer and the reliability of supply. Demand for coal and the prices that we will be able to obtain for our coal are closely linked to coal consumption patterns of the domestic electric generation industry, which has accounted for approximately 91% of domestic coal consumption in recent years. These coal consumption patterns are influenced by factors beyond our control, including the demand for electricity, which is significantly dependent upon summer and winter temperatures in the United States, government regulation, technological developments and the location, availability, quality and price of competing sources of coal, alternative fuels such as natural gas, oil and nuclear, and alternative energy sources such as hydroelectric power. Demand for our low sulfur coal and the prices that we will be able to obtain for it will also be affected by the price and availability of high sulfur coal, which can be marketed in tandem with emissions allowances in order to meet Clean Air Act requirements.

Environmental and Other Regulatory Matters

Federal, state and local governmental authorities regulate the coal mining industry on matters as diverse as air quality standards, water pollution, groundwater quality and availability, plant and wildlife protection, the reclamation and restoration of mining properties, the discharge of materials into the environment and surface subsidence from underground mining. These regulations and legislation have had and will continue to have a significant effect on our costs of production and competitive position. New legislation, regulations or orders may be adopted or become effective which may adversely affect our mining operations, our cost structure or the ability of our customers to use coal. For example, new legislation, regulations or orders may require us to incur increased costs or to significantly change our operations. New legislation, regulations or orders may also cause coal to become a less attractive fuel source, resulting in a reduction in coal’s share of the market for fuels used to generate electricity.

Depending upon the nature and scope of the legislation, regulations or orders, any legislation, regulation or order could significantly increase our costs to mine coal.

The coal mining industry is subject to regulation by federal, state and local authorities on matters such as:

- the discharge of materials into the environment;
- employee health and safety;
- mine permits and other licensing requirements;
- reclamation and restoration of mining properties after mining is completed;
- management of materials generated by mining operations;
- surface subsidence from underground mining;
- water pollution;
- legislatively mandated benefits for current and retired coal miners;
- air quality standards;
- protection of wetlands;
- endangered plant and wildlife protection;
- limitations on land use;
- storage of petroleum products and substances that are regarded as hazardous under applicable laws; and
- management of electrical equipment containing polychlorinated biphenyls, or PCBs.

In addition, the electric generating industry, which is the most significant end-user of coal, is subject to extensive regulation regarding the environmental impact of its power generation activities, which could affect demand for our coal. The possibility exists that new legislation or regulations may be adopted or that the enforcement of existing laws could become more stringent, either of which may have a significant impact on our mining operations or our customers' ability to use coal and may require us or our customers to change operations significantly or incur substantial costs.

While it is not possible to quantify the expenditures incurred by us to maintain compliance with all applicable federal and state laws, those costs have been and are expected to continue to be significant. We post performance bonds pursuant to federal and state mining laws and regulations for the estimated costs of reclamation and mine closing, including the cost of treating mine water discharge when necessary. Compliance with these laws has substantially increased the cost of coal mining for all domestic coal producers.

Clean Air Act. The Clean Air Act and similar state and local laws, which regulate emissions into the air, affect coal mining and processing operations primarily through permitting and emissions control requirements. The Clean Air Act also indirectly affects coal mining operations by extensively regulating the emissions from coal-fired industrial boilers and power plants, which are the largest end-users of our coal. These regulations can take a variety of forms, as explained below.

The Clean Air Act imposes obligations on the Environmental Protection Agency, or EPA, and the states to implement regulatory programs that will lead to the attainment and maintenance of EPA-promulgated ambient air quality standards, including standards for sulfur dioxide, particulate matter, nitrogen oxides and ozone. Owners of coal-fired power plants and industrial boilers have been required to expend considerable resources in an effort to comply with these ambient air standards. Significant additional emissions control expenditures will be needed in order to meet the current national ambient air standard for ozone. In particular, coal-fired power plants will be affected by state regulations designed to

achieve attainment of the ambient air quality standard for ozone. Ozone is produced by the combination of two precursor pollutants: volatile organic compounds and nitrogen oxides. Nitrogen oxides are a by-product of coal combustion. Accordingly, emissions control requirements for new and expanded coal-fired power plants and industrial boilers will continue to become more demanding in the years ahead.

In July 1997, the EPA adopted more stringent ambient air quality standards for particulate matter and ozone. In a February 2001 decision, the U.S. Supreme Court largely upheld the EPA's position, although it remanded the EPA's ozone implementation policy for further consideration. On remand, the Court of Appeals for the D.C. Circuit affirmed the EPA's adoption of these more stringent ambient air quality standards. As a result of the finalization of these standards, states that are not in compliance with these standards will have to revise their state implementation plans to include provisions for the control of ozone precursors and/or particulate matter. Revised state implementation plans could require electric power generators to further reduce nitrogen oxide and particulate matter emissions. The potential need to achieve such emissions reductions could result in reduced coal consumption by electric power generators. Thus, future regulations regarding ozone, particulate matter and other pollutants could restrict the market for coal and the development of new mines by us. This in turn may result in decreased production by us and a corresponding decrease in our revenues. Although the future scope of these ozone and particulate matter regulations cannot be predicted, future regulations regarding these and other ambient air standards could restrict the market for coal and the development of new mines.

Furthermore, in October 1998, the EPA finalized a rule that will require 19 states in the eastern United States that have ambient air quality problems to make substantial reductions in nitrogen oxide emissions by the year 2004. To achieve these reductions, many power plants would be required to install additional control measures. The installation of these measures would make it more costly to operate coal-fired power plants and, depending on the requirements of individual state implementation plans, could make coal a less attractive fuel.

Along with these regulations addressing ambient air quality, the EPA has initiated a regional haze program designed to protect and to improve visibility at and around national parks, national wilderness areas and international parks. This program restricts the construction of new coal-fired power plants whose operation may impair visibility at and around federally protected areas. Moreover, this program may require certain existing coal-fired power plants to install additional control measures designed to limit haze-causing emissions, such as sulfur dioxide, nitrogen oxides and particulate matter. By imposing limitations upon the placement and construction of new coal-fired power plants, the EPA's regional haze program could affect the future market for coal.

Additionally, the U.S. Department of Justice, on behalf of the EPA, has filed lawsuits against several investor-owned electric utilities and brought an administrative action against one government-owned electric utility for alleged violations of the Clean Air Act. The EPA claims that these utilities have failed to obtain permits required under the Clean Air Act for alleged major modifications to their power plants. We supply coal to some of the currently affected utilities, and it is possible that other of our customers will be sued. These lawsuits could require the utilities to pay penalties and install pollution control equipment or undertake other emission reduction measures, which could adversely impact their demand for coal.

Other Clean Air Act programs are also applicable to power plants that use our coal. For example, the acid rain control provisions of Title IV of the Clean Air Act require a reduction of sulfur dioxide emissions from power plants. Because sulfur is a natural component of coal, required sulfur dioxide reductions can affect coal mining operations. Title IV imposes a two-phase approach to the implementation of required sulfur dioxide emissions reductions. Phase I, which became effective in 1995, regulated the sulfur dioxide emissions levels from 261 generating units at 110 power plants and targeted the highest sulfur dioxide emitters. Phase II, implemented on January 1, 2000, made the regulations more stringent and extended

them to additional power plants, including all power plants of greater than 25 megawatt capacity. Affected electric utilities can comply with these requirements by:

- burning lower sulfur coal, either exclusively or mixed with higher sulfur coal;
- installing pollution control devices such as scrubbers, which reduce the emissions from high sulfur coal;
- reducing electricity generating levels; or
- purchasing or trading emissions credits.

Specific emissions sources receive these credits, which electric utilities and industrial concerns can trade or sell to allow other units to emit higher levels of sulfur dioxide. Each credit allows its holder to emit one ton of sulfur dioxide.

In addition to emissions control requirements designed to control acid rain and to attain the national ambient air quality standards, the Clean Air Act also imposes standards on sources of hazardous air pollutants. Although these standards have not yet been extended to coal mining operations, the EPA recently announced that it will regulate hazardous air pollutants from coal-fired power plants. Under the Clean Air Act, coal-fired power plants will be required to control hazardous air pollution emissions by no later than 2009. These controls are likely to require significant new improvements in controls by power plant owners. The most prominently targeted pollutant is mercury, although other by-products of coal combustion may be covered by future hazardous air pollutant standards for coal combustion sources.

Other proposed initiatives may have an effect upon coal operations. One such proposal is the Bush Administration’s recently announced Clear Skies Initiative. As proposed, this initiative is designed to reduce emissions of sulfur dioxide, nitrogen oxides and mercury from power plants. Other so-called multi-pollutant bills, which could regulate additional air pollutants, have been proposed by various members of Congress. While the details of all of these proposed initiatives vary, there appears to be a movement towards increased regulation of a number of air pollutants. Were such initiatives enacted into law, power plants could choose to shift away from coal as a fuel source to meet these requirements.

Mine Health and Safety Laws. Stringent safety and health standards have been imposed by federal legislation since the adoption of the Mine Safety and Health Act of 1969. The Mine Safety and Health Act of 1977, which significantly expanded the enforcement of health and safety standards of the Mine Safety and Health Act of 1969, imposes comprehensive safety and health standards on all mining operations. In addition, as part of the Mine Safety and Health Acts of 1969 and 1977, the Black Lung Act requires payments of benefits by all businesses conducting current mining operations to coal miners with black lung and to some survivors of a miner who dies from this disease.

Surface Mining Control and Reclamation Act. SMCRA establishes operational, reclamation and closure standards for all aspects of surface mining as well as many aspects of deep mining. SMCRA requires that comprehensive environmental protection and reclamation standards be met during the course of and upon completion of mining activities. In conjunction with mining the property, Arch Coal is contractually obligated under the terms of its leases to comply with all laws, including SMCRA and equivalent state and local laws. These obligations include reclaiming and restoring the mined areas by grading, shaping, preparing the soil for seeding and by seeding with grasses or planting trees for use as pasture or timberland, as specified in the approved reclamation plan.

SMCRA also requires us to submit a bond or otherwise financially secure the performance of its reclamation obligations. The earliest a reclamation bond can be completely released is five years after reclamation has been achieved. Federal law and some states impose on mine operators the responsibility for repairing the property or compensating the property owners for damage occurring on the surface of the property as a result of mine subsidence, a consequence of longwall mining and possibly other mining operations. In addition, the Abandoned Mine Lands Act, which is part of SMCRA, imposes a tax on all current mining operations, the proceeds of which are used to restore mines closed before 1977. The

maximum tax is $0.35 per ton of coal produced from surface mines and $0.15 per ton of coal produced from underground mines.

We also lease some of our coal reserves to third party operators. Under SMCRA, responsibility for unabated violations, unpaid civil penalties and unpaid reclamation fees of independent mine lessees and other third parties could potentially be imputed to other companies that are deemed, according to the regulations, to have “owned” or “controlled” the mine operator. Sanctions against the “owner” or “controller” can be severe and can include civil penalties, reclamation fees and reclamation costs. We are not aware of any currently pending or asserted claims against us asserting that we “own” or “control” any of our lessees’ operations.

On March 29, 2002, the U.S. District Court for the District of Columbia issued a ruling that could restrict underground mining activities conducted in the vicinity of public roads, within a variety of federally protected lands, within national forests and within a certain proximity of occupied dwellings. The lawsuit, Citizens Coal Council v. Norton, was filed in February 2000 to challenge regulations issued by the Department of Interior providing, among other things, that subsidence and underground activities that may lead to subsidence are not surface mining activities within the meaning of SMCRA. SMCRA generally contains restrictions and certain prohibitions on the locations where surface mining activities can be conducted. The District Court entered summary judgment upon the plaintiff’s claims that the Secretary of the Interior’s determination violated SMCRA.

The Department of Interior and the National Mining Association, a trade group that intervened in this action, sought a stay of the order pending appeal to the U.S. Court of Appeals for the District of Columbia Circuit, and the stay was granted. On June 3, 2003, the U.S. Court of Appeals for the District of Columbia Circuit reversed the decision of the District Court and upheld the validity of the regulations, deferring to the Departments of Interior’s interpretation of SMCRA. If the Court of Appeals’ decision is overturned upon a rehearing before the Circuit Board *en banc* or by the U.S. Supreme Court on appeal, this ruling could have a material adverse effect on all coal mine operations that utilize underground mining techniques, including ours. While it still may be possible to obtain permits for underground mining operations in these areas, the time and expense of that permitting process are likely to increase significantly.

Framework Convention on Global Climate Change. The United States and more than 160 other nations are signatories to the 1992 Framework Convention on Global Climate Change, commonly known as the Kyoto Protocol, that is intended to limit or capture emissions of greenhouse gases such as carbon dioxide and methane. The U.S. Senate has neither ratified the treaty commitments, which would mandate a reduction in U.S. greenhouse gas emissions, nor enacted any law specifically controlling greenhouse gas emissions, and the Bush Administration has withdrawn support for this treaty. Nonetheless, future regulation of greenhouse gases could occur either pursuant to future U.S. treaty obligations or pursuant to statutory or regulatory changes under the Clean Air Act. Efforts to control greenhouse gas emissions could result in reduced demand for coal if electric power generators switch to lower carbon sources of fuel.

Comprehensive Environmental Response, Compensation and Liability Act. CERCLA and similar state laws affect coal mining operations by, among other things, imposing cleanup requirements for threatened or actual releases of hazardous substances that may endanger public health or welfare or the environment. Under CERCLA and similar state laws, joint and several liability may be imposed on waste generators, site owners and lessees and others regardless of fault or the legality of the original disposal activity. Although the EPA excludes most wastes generated by coal mining and processing operations from the hazardous waste laws, such wastes can, in certain circumstances, constitute hazardous substances for the purposes of CERCLA. In addition, the disposal, release or spilling of some products used by coal companies in operations, such as chemicals, could implicate the liability provisions of the statute. Thus, coal mines that we currently own or have previously owned or operated, and sites to which we sent waste materials, may be subject to liability under CERCLA and similar state laws. In particular, we may be liable under CERCLA or similar state laws for the cleanup of hazardous substance contamination at sites where it owns surface rights.

Mining Permits and Approvals. Numerous governmental permits or approvals are required for mining operations. In connection with obtaining these permits and approvals, we may be required to prepare and present to federal, state or local authorities data pertaining to the effect or impact that any proposed production of coal may have upon the environment. The requirements imposed by any of these authorities may be costly and time consuming and may delay commencement or continuation of mining operations. Regulations also provide that a mining permit can be refused or revoked if an officer, director or a shareholder with a 10% or greater interest in the entity is affiliated with another entity that has outstanding permit violations. Thus, past or ongoing violations of federal and state mining laws could provide a basis to revoke existing permits and to deny the issuance of additional permits.

In order to obtain mining permits and approvals from state regulatory authorities, mine operators, including us, must submit a reclamation plan for restoring, upon the completion of mining operations, the mined property to its prior condition, productive use or other permitted condition. Typically, we submit our necessary permit applications several months before we plan to begin mining a new area. In our experience, permits generally are approved several months after a completed application is submitted. In the past, we have generally obtained our mining permits without significant delay. However, we cannot be sure that we will not experience difficulty in obtaining mining permits in the future.

Future legislation and administrative regulations may emphasize the protection of the environment and, as a consequence, the activities of mine operators, including us, may be more closely regulated. Legislation and regulations, as well as future interpretations of existing laws, may also require substantial increases in equipment expenditures and operating costs, as well as delays, interruptions or the termination of operations. We cannot predict the possible effect of such regulatory changes.

Under some circumstances, substantial fines and penalties, including revocation or suspension of mining permits, may be imposed under the laws described above. Monetary sanctions and, in severe circumstances, criminal sanctions may be imposed for failure to comply with these laws.

Surety Bonds. Federal and state laws require us to obtain surety bonds to secure payment of certain long-term obligations including mine closure or reclamation costs, federal and state workers' compensation costs, coal leases and other miscellaneous obligations. Many of these bonds are renewable on a yearly basis. It has become increasingly difficult for us to secure new surety bonds or renew such bonds without the posting of collateral. In addition, surety bond costs have increased while the market terms of such bonds have generally become more unfavorable.

Endangered Species. The federal Endangered Species Act and counterpart state legislation protects species threatened with possible extinction. Protection of endangered species may have the effect of prohibiting or delaying us from obtaining mining permits and may include restrictions on timber harvesting, road building and other mining or agricultural activities in areas containing the affected species. A number of species indigenous to our properties are protected under the Endangered Species Act. Based on the species that have been identified to date and the current application of applicable laws and regulations, however, we do not believe there are any species protected under the Endangered Species Act that would materially and adversely affect our ability to mine coal from our properties in accordance with current mining plans.

Other Environmental Laws Affecting Us. We are required to comply with numerous other federal, state and local environmental laws in addition to those previously discussed. These additional laws include, for example, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substance Control Act and the Emergency Planning and Community Right-to-Know Act. We believe that we are in substantial compliance with all applicable environmental laws.

Employees

We employ a total of 1,030 persons, not including Canyon Fuel's employees, none of whom were represented by organized labor unions.

ARCH WESTERN FINANCE, LLC

The Issuer is a Delaware limited liability company and an indirectly wholly-owned subsidiary of Arch Western. It was formed on June 3, 2003 solely for the purpose of being the issuer of the old notes and the registered notes. The Issuer has no operations, and we do not expect that it will have operations in the future. The Issuer's only asset is the intercompany note issued by Thunder Basin Coal Company, L.L.C. evidencing the proceeds from the sale of the old notes that will be loaned to Thunder Basin and, in turn, loaned to us to repay our existing bank debt and for general purposes.

ARCH COAL, INC.

Arch Coal originally was organized as Arch Mineral Corporation in 1969. On July 1, 1997, Ashland Coal, Inc. then a majority-owned subsidiary of Ashland Inc., merged with a subsidiary of Arch Mineral Corporation. In connection with the merger, the name of Arch Mineral Corporation was changed to Arch Coal, Inc. On June 1, 1998, Arch Coal acquired the United States coal operations of Atlantic Richfield Company for an aggregate of approximately $1.14 billion in cash and combined these operations with its western operations to form Arch Western Resources, LLC. Arch Coal owns 99% of Arch Western, and an affiliate of BP p.l.c., the successor to Atlantic Richfield Company, owns the remaining 1% interest.

Arch Coal is the second largest and one of the most productive operators of compliance and low sulfur coal mines in the United States. Including our operations, as of June 30, 2003, Arch Coal controlled approximately 2.9 billion tons of proven and probable coal reserves. As of June 30, 2003, Arch Coal had 25 operating mines. Arch Coal sold 106.7 million tons of coal in 2002 and 47.1 million tons of coal during the six months ended June 30, 2003.

In addition to our operations, Arch Coal produces coal in Central Appalachia in the eastern United States. Arch Coal produces compliance and low sulfur coal exclusively, and 90% of its reserves are compliance quality or low sulfur. Arch Coal supplied the fuel for approximately 6% of the electricity used in the United States in 2002. In the past five years, Arch Coal has increased its coal production from 36.7 million tons in 1997 to 99.6 million tons in 2002, primarily as a result of selective acquisitions as well as the strategic development of existing reserves.

On May 29, 2003, Arch Coal entered into a definitive agreement to acquire (1) Vulcan, which owns all of the common equity of Triton, and (2) all of the preferred units of Triton, for a purchase price of $364.0 million. Consummation of the transaction is subject to various conditions, including the receipt by Arch Coal and Vulcan of all necessary governmental and regulatory consents and other customary conditions. Arch Coal will finance the acquisition with cash and borrowed funds.

Triton is the nation's seventh largest coal producer and the operator of two mines in the Powder River Basin. These mines, North Rochelle and Buckskin, produced a combined total of 42.2 million tons of coal in 2002 and are supported by approximately 744 million tons of proven and probable reserves. The North Rochelle mine produces 8,800 Btu super-compliance quality coal and has reserves of approximately 250 million tons. In 2002, North Rochelle produced 23.9 million tons of coal. The Buckskin mine produces 8,400 Btu compliance quality coal with reserves of approximately 494 million tons. In 2002, Buckskin produced 18.3 million tons of coal.

The acquisition of Triton would increase Arch Coal's total reserves in the Powder River Basin by approximately 50%, from 1.6 billion tons to 2.3 billion tons. North Rochelle and Black Thunder are contiguously located, sharing a 5.5-mile property line. Arch Coal has identified expected synergies of approximately $18 million to $22 million annually that may be realized through the operational integration of Triton's North Rochelle mine and our Black Thunder mine. Although Arch Coal plans to integrate the operations of the Black Thunder and North Rochelle mines, Triton's financial results are not expected to be part of our consolidated financial results.

For further information about Arch Coal, see the documents incorporated by reference into this prospectus that Arch Coal has filed with the Securities and Exchange Commission which are listed under

the heading “Where You Can Find More Information” and which are filed in the future under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until the exchange offer is completed.

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MANAGEMENT

Our managing member is an indirect wholly owned subsidiary of Arch Coal. As a result, Arch Coal's management is effectively our management. The executive officers and directors of Arch Coal and their respective ages and positions are set forth below.

Name	Age	Title
Steven F. Leer	51	President and Chief Executive Officer and Director
Bradley M. Allbritten	46	Vice President — Marketing
C. Henry Besten, Jr.	55	Senior Vice President — Strategic Development
John W. Eaves	45	Executive Vice President and Chief Operating Officer
Sheila B. Feldman	49	Vice President — Human Resources
Robert G. Jones	46	Vice President — Law & General Counsel
Robert J. Messey	57	Senior Vice President and Chief Financial Officer
David B. Peugh	49	Vice President — Business Development
Kenneth G. Woodring	53	Executive Vice President — Mining Operations
James R. Boyd	57	Chairman of the Board and Director
Frank M. Burke	63	Director
Douglas H. Hunt	50	Director
Thomas A. Lockhart	68	Director
James L. Parker	66	Director
A. Michael Perry	67	Director
Robert G. Potter	64	Director
Theodore D. Sands	58	Director

Set forth below is a description of the backgrounds of these executive officers and directors of Arch Coal.

Steven F. Leer has been Arch Coal's President and Chief Executive Officer and a director of Arch Coal since 1992. He is also a Director of the Norfolk Southern Corporation and Natural Resource Partners, L.P. and Chairman of the Center for Energy and Economic Development and the National Coal Council.

Bradley M. Allbritten has been Arch Coal's Vice President — Marketing since August 2002. From March 2000 to February 2003, Mr. Allbritten was Arch Coal's Vice President — Human Resources. Mr. Allbritten also served as Arch Coal's Director of Human Resources from February 1999 through February 2000. From January 1995 to February 1999, Mr. Allbritten served as Human Resources Manager for Atlantic Richfield Company.

C. Henry Besten, Jr. has been Arch Coal's Senior Vice President — Strategic Development since December 2002. Mr. Besten is also President of Arch Coal's Arch Energy Resources, Inc. subsidiary and has served in that capacity since July 1997. From July 1997 to December 2002, Mr. Besten served as Vice President — Strategic Marketing of Arch Coal. Mr. Besten also served as Acting Chief Financial Officer of Arch Coal from December 1999 through November 2000.

John W. Eaves has been Arch Coal's Executive Vice President and Chief Operating Officer since December 2002. From February 2000 to December 2002, Mr. Eaves served as Senior Vice President - -Marketing of Arch Coal and from September 1995 to December 2002 as President of Arch Coal's Arch Coal Sales Company, Inc. subsidiary. Mr. Eaves also served as Vice President — Marketing of Arch Coal from July 1997 through February 2000.

Sheila B. Feldman has been Arch Coal's Vice President — Human Resources since February 2003. From 1997 to February 2003, Ms. Feldman was the Vice President — Human Resources and Public Affairs of Solutia Inc.

Robert G. Jones has been Arch Coal's Vice President — Law & General Counsel since March 2000. Mr. Jones served as Arch Coal's Assistant General Counsel from July 1997 through February 2000 and as Senior Counsel from August 1993 to July 1997.

Robert J. Messey has been Arch Coal's Senior Vice President and Chief Financial Officer since December 2000. Prior to joining Arch Coal, Mr. Messey served as vice president of financial services of Jacobs Engineering Group Inc. from January 1999 and, prior to that, served as senior vice president and chief financial officer of Sverdrup Corporation from 1992. Mr. Messey serves on the board of directors of Baldor Electric Company.

David B. Peugh has been Arch Coal's Vice President — Business Development since 1993. Mr. Peugh is a Director of Natural Resource Partners, L.P.

Kenneth G. Woodring has been Arch Coal's Executive Vice President — Mining Operations since July 1997. Mr. Woodring served as Senior Vice President — Operations of Ashland Coal from 1989 through July 1997.

James R. Boyd, Arch Coal's Chairman of the Board, has been a director of Arch Coal since 1990. He served as Senior Vice President and Group Operating Officer of Ashland Inc., a multi-industry company with operations in chemicals, motor oil, car care products and highway construction, from 1989 until his retirement in January 2002.

Frank M. Burke, Jr. has been a director of Arch Coal since September 2000. He has served as Chairman, Chief Executive Officer and Managing General Partner of Burke, Mayborn Company, Ltd., a private investment and consulting company, since 1984. Mr. Burke is also a director of Kaneb Services, LLC, Xanser Corporation, Kaneb Pipe Line Company (general partner of Kaneb Pipe Line Partners, LP), a member of the Board of Managers of Dorchester Minerals Management GP LLC (general partner of Dorchester Minerals, L.P.) and a member of the National Petroleum Council.

Douglas H. Hunt has been a director of Arch Coal since 1995 and, since May 1995, has served as Director of Acquisitions of Petro-Hunt, L.L.C., a private oil and gas exploration and production company.

Thomas A. Lockhart has been a director of Arch Coal since February 2003 and a member of the Wyoming State House of Representatives since 2000. Mr. Lockhart worked for PacificCorp, an electric utility, for over 30 years and retired in 1998 as a Vice President. Mr. Lockhart is also a director of Blue Cross Blue Shield of Wyoming and First Interstate Bank of Casper, Wyoming.

James L. Parker has been a director of Arch Coal since 1995. He served as President of Hunt Petroleum Corporation, a private oil and gas exploration and production company, from 1990 until his retirement in February 2001. Mr. Parker has served as President and a director of Hunt Coal Corporation, a subsidiary of Hunt Petroleum Corporation, since 1994.

A. Michael Perry has been a director of Arch Coal since 1998. He served as Chairman of Bank One, West Virginia, N.A. from 1993 and as its Chief Executive Officer from 1983 to his retirement in June 2001. Mr. Perry is also a director of Champion Industries, Inc.

Robert G. Potter became a director of Arch Coal in April 2001. He was Chairman and Chief Executive Officer of Solutia Inc., a producer and marketer of a variety of high performance chemical-based materials, from 1997 until his retirement in 1999. Mr. Potter served for 32 years with Monsanto Company prior to its spin-off of Solutia in 1997, most recently as the Chief Executive of its chemical businesses. Mr. Potter is a Director of Stepan Company and of certain private companies of which he is also an investor.

Theodore D. Sands has been a director of Arch Coal since 1999 and, since February 1999, has served as President of HAAS Capital, LLC, a private consulting and investment company. Mr. Sands served as Managing Director, Investment Banking for the Global Metals/ Mining Group of Merrill Lynch & Co. from 1982 until February 1999. Mr. Sands is also a director of Mosiac Group Inc., Protein Sciences Corporation and Terra Nitrogen Corporation.

GOVERNING DOCUMENTS AND CERTAIN OTHER AGREEMENTS

Arch Western LLC Agreement

Arch Western is a Delaware limited liability company that is governed by the terms of a limited liability company agreement (the "LLC Agreement") entered into as of June 1, 1998 between Arch Western Acquisition Corporation (the "Arch Member"), a Delaware corporation owned by Arch Coal, and Delta Housing Inc. (the "BP Member"), a Delaware corporation indirectly owned by BP p.l.c. ("BP") as the successor corporation to Atlantic Richfield Company ("ARCO"). On June 1, 1998, Arch Coal acquired the Colorado and Utah coal operations of ARCO and simultaneously combined the acquired ARCO coal operations and Arch Coal's Wyoming coal operations with ARCO's Wyoming coal operations in connection with our formation.

Membership Interests; Allocation of Profit and Loss; Distributions

Under the terms of the LLC Agreement, the Arch Member has a 99% common membership interest in Arch Western, while the BP Member has a 0.5% common membership interest and a 0.5% preferred membership interest. Net profits and losses are allocated only to the common membership interests on the basis of 99.5% to the Arch Member and 0.5% to the BP Member. Except with respect to annual tax distributions of available cash described below, distributions may generally be made at such times and in such amounts as the managing member determines. Available cash must first be distributed to the members based on the common membership interest in a hypothetical tax amount which represents the tax we would pay if we were a corporation taxed at 4% plus the highest tax rate for corporations. The BP Member is entitled to a preferred return distribution in an amount equal to 4% of its preferred capital account balance at the end of the year prior to any distributions, other than tax distributions, to the Arch Member. As of December 31, 2002, the BP Member's preferred capital account was approximately $2.4 million. After the preferred return distribution, distributions to the members are allocated based on their common membership interests of 99.5% to the Arch Member and 0.5% to the BP Member.

Management

Except as described below, the Arch Member, as the managing member of Arch Western, has full and complete authority, power and discretion to manage and control the business, affairs and property of Arch Western, to make all decisions regarding those matters and to perform any and all acts or activities customary or incident to the management of Arch Western's business. However, consent of the BP Member is required in the event that Arch Western proposes to make a distribution of cash or certain property, or make loans to or other investments in a member or any affiliate of a member (except for required tax distributions), incur certain indebtedness, sell, lease or dispose of properties outside the ordinary course of business or to merge or consolidate Arch Western with any other person if, at that time, Arch Western has a debt rating less favorable than Ba3 from Moody's Investors Service or BB- from Standard & Poor's or fails to maintain an interest ratio of not greater than 3.0:1 and an indebtedness ratio of not greater than 3.5:1. The LLC Agreement requires the managing member to designate a President, Treasurer and Secretary of Arch Western, and such persons serve at the will of the managing member until a successor is elected or such person's earlier resignation or removal. Because our managing member is wholly owned by Arch Coal, Arch Coal's management is effectively our management.

Transfer of Membership Interests

Except as described below, no member may dispose of all or any portion of its membership interest. A member may at any time transfer all or a portion of its interest:

- to any controlled affiliate of such member;
- in connection with a transaction or series of related transactions in which the parent or any affiliate of a member transfers its interest in any affiliate that owns an interest in Arch Western to a controlled affiliate;

- to the administrator or trustee in an involuntary bankruptcy;
- pursuant to the put and call provisions of the LLC Agreement (described below); or
- with the prior written consent of the other member.

No transfer of a member's interest (other than in connection with the put and call provisions) will be a permitted transfer if such transfer would reasonably likely result in a breach of any covenant, representation or other agreement in any instrument with respect to the Arch Western indebtedness originally incurred at the time the LLC Agreement was entered into, or any successor indebtedness thereto, or otherwise materially adversely affect the creditworthiness of Arch Western.

BP Member Put; Arch Member Call Rights

Under the terms of the LLC Agreement, at any time after June 1, 2005, the BP Member has a put right to require the Arch Member to purchase all or part of the BP Member's interest in Arch Western upon 60 days' advance written notice. The purchase price pursuant to this put right will be as determined by mutual agreement between the Arch Member and the BP Member within 60 days after the date of the put notice. If the parties do not mutually agree on the purchase price, the LLC Agreement provides that the purchase price will be the sum of (a) an amount equal to all or such portion of the preferred capital amount to be sold and any accrued and unpaid preferred return thereon if the preferred capital amount is to be sold, and (b) the net equity of the BP Member's common percentage interest or part thereof if the common partnership interest is to be sold, determined on such date as is specified in the LLC Agreement. If the BP Member put is exercised, no damages are payable to the BP Member under the Tax Sharing Agreement (described below).

At any time, the Arch Member has a call right to purchase or cause another person to purchase all of the BP Member's interest at a price equal to the sum of (a) the preferred capital amount and any accrued and unpaid preferred return thereon, and (b) the net equity of the BP Member's common percentage interest, determined on such date as specified in the LLC Agreement, together with certain damages, if any, under the Tax Sharing Agreement. In addition, at any time after January 1, 2013, the Arch Member has the right to purchase all of the BP Member's interest and any interest of the BP Member transferred at a price equal to the net equity of the BP Member's interest and/or transferred interest determined on such date as specified in the LLC Agreement. No damages will be payable to the BP Member pursuant to the Tax Sharing Agreement in connection with the exercise by the Arch Member of its call right after June 1, 2013.

Dissolution and Winding Up

Arch Western will dissolve and commence winding up and liquidating upon the first to occur of (a) the sale of substantially all of the property of Arch Western and (b) the agreement of the members to dissolve, wind up, and liquidate Arch Western. The managing member will be responsible for overseeing the winding up and dissolution of Arch Western. The LLC Agreement provides for the application and distribution of the proceeds realized in the liquidation of Arch Western's property in the following priority: (1) payment of all of Arch Western's debts and liabilities to creditors other than the members and to the payment of the expenses of liquidation and (2) payment of all member loans (as defined) and all of Arch Western's debts and liabilities to its members as provided therein.

The Tax Sharing Agreement

In connection with Arch Coal's acquisition of the western United States coal properties of ARCO in June 1998, Arch Western, Arch Coal, the Arch Member and the BP Member entered into a Tax Sharing Agreement dated June 1, 1998 (the "Tax Sharing Agreement").

Under the Tax Sharing Agreement, Arch Coal and the Arch Member agreed to indemnify the BP Member against specified tax liabilities in the event that such tax liabilities arise as a result of certain actions taken with respect to Arch Western prior to June 1, 2013. These actions include:

- the sale or other taxable disposition of all or any part of the assets, rights and properties contributed by ARCO or the BP Member to Arch Western;
- the purchase and sale of the BP Member's interest in Arch Western pursuant to certain call rights of the Arch Member under the terms of the LLC Agreement; or
- a reduction in the amount of certain debt allocable to the BP Member under the Internal Revenue Code of 1986, as amended, due to an Arch Indemnifiable Event (as defined therein and described below).

For purposes of the Tax Sharing Agreement, the term Arch Indemnifiable Event means any of the following actions undertaken, except as otherwise provided, by Arch Coal and its affiliates, the managing member, or by Arch Western, except to the extent that the BP Member has consented to such action and executed a written waiver of its rights to collect payment for such event:

- a repayment, acceleration that results in a reduction in principal amount of all or part of the original principal amount of indebtedness incurred by Arch Western concurrently with the entering into of the LLC Agreement or any successor debt (as defined), except in connection with the refunding of the original indebtedness with successor debt of an equal principal amount;
- an express guarantee, indemnification, reimbursement agreement, pledge of collateral or any other payment or payment related obligation for the direct benefit of creditors of Arch Western by Arch and its affiliates or the Arch Member with respect to the original indebtedness or successor debt, except as set forth in the LLC Agreement and the Contribution Agreement entered into in connection with the formation of Arch Western (including the making or repayment of loans to Arch Coal and certain affiliates);
- a refinancing of the original indebtedness or successor debt if the principal amount of indebtedness outstanding at such time is reduced;
- classification of Arch Western as a corporation for federal income tax purposes or a merger or consolidation of Arch Western into a corporation or the transfer of substantially all of the assets of Arch Western to a corporation;
- the dissolution or liquidation of Arch Western;
- an amendment or modification of the terms of the original indebtedness or successor debt pursuant to which Arch, the Arch Member or Arch Western agrees that (x) no member will be liable for such debt or (y) that any member other than the BP Member or its affiliate is liable, pursuant to a guarantee or otherwise, for satisfaction of the indebtedness; or
- a repayment or other reduction in principal amount of all or part of the original indebtedness or successor debt arising upon the bankruptcy or insolvency of Arch Western, the Arch Member or Arch Coal.

Canyon Fuel Company LLC Agreement

Canyon Fuel is a Delaware limited liability company that is governed by the terms of a limited liability company agreement (the "Canyon Fuel LLC Agreement") entered into as of December 18, 1996, and as amended and restated on June 1, 1998, by and between Arch Western and ITOCHU Coal International Inc., a Delaware corporation and subsidiary of ITOCHU Corporation, a Japanese company. On December 20, 1996, ARCO Uinta Coal Company, a Delaware corporation, purchased 65%, and ITOCHU purchased 35%, of the membership interests in Canyon Fuel from Canyon Fuel's initial members. On June 1, 1998, the BP Member transferred its entire interest in Canyon Fuel to Arch Western Acquisition Corporation, which, in turn, transferred such interest in Canyon Fuel to Arch Western.

Membership Interests; Allocation of Profit and Loss; Distributions

Under the terms of the Canyon Fuel LLC Agreement, Arch Western has a 65% membership interest in Canyon Fuel, and ITOCHU has a 35% membership interest. In general, the terms of the Canyon Fuel LLC Agreement provide for a pro rata allocation of profits and losses to members in accordance with their respective percentage interests. Except for certain required withholdings authorized by the Canyon Fuel LLC Agreement, cash available for distribution will be distributed to Canyon Fuel's members pro rata in accordance with their respective percentage interests at such times as may be determined by Canyon Fuel's management board (as described below), but not less frequently than monthly.

Management

The business and affairs of Canyon Fuel are managed by Canyon Fuel's members. In the Canyon Fuel LLC Agreement, the members have delegated to the management board of Canyon Fuel full and complete power and authority to manage the business and affairs of Canyon Fuel, except the power or authority to take any action that requires the unanimous consent of Canyon Fuel's members. Under the LLC Agreement, each member appoints two representatives and two alternates to serve on the management board. The representatives and alternates must be appointed from among the member's officers, directors or employees. In voting on any matter, a representative or alternate, as the case may be, owes his or her exclusive duty to the member that appointed him or her, and not to Canyon Fuel. In general, the management board acts by vote or written consent of representatives or alternates, as the case may be, of members holding more than 50% of the percentage interests of Canyon Fuel. The Canyon Fuel LLC Agreement sets forth certain actions that must be approved by a unanimous vote of the management board and certain other actions that must be approved by representatives or alternates, as the case may be, of members holding 70% or more of the percentage interests. The actions that require a super-majority approval by the management board include:

- approval of the annual business plan;
- approval of significant capital expenditures;
- approval of significant coal sales contracts;
- approval of the institution of, or the settlement of, litigation;
- approval of incurrence of indebtedness;
- approval of significant mineral reserve leases;
- selection and removal of the Chief Executive Officer, Chief Financial Officer, or General Counsel;
- approval of any material change in the business of Canyon Fuel;
- approval of any disposition whether by sale, exchange, merger, consolidation, license or otherwise, and whether directly or indirectly, of all or any portion of the assets of Canyon Fuel other than in the ordinary course of business; and
- approval of request that a member provide additional services to Canyon Fuel.

If a matter considered by the management board requires a unanimous or 70% vote but only receives a majority vote, the Canyon Fuel LLC Agreement provides procedures to resolve the deadlock. In the event of an unresolvable deadlock, the Canyon Fuel LLC Agreement contains a buy/sell provision under which either member may make an offer to purchase the other member's membership interest at a specified price per percentage interest. The non-offering member then has a right to buy offering member's interest at the specified price or must agree to sell its interest to the offering member at that price. The Canyon Fuel agreement also contains various restrictions on the transfer of membership interests in Canyon Fuel.

Company Opportunities

Each member has agreed that all opportunities to obtain or acquire, directly or indirectly, interests in any lease, license or other right to mine coal or ownership and operation of coal mines and coal properties and other related coal endeavors that are located in the State of Utah are opportunities of Canyon Fuel. Therefore, each member has agreed not to acquire, directly or indirectly (except through its membership interest in Canyon Fuel) any interest (except as the owner of less than five percent of the outstanding stock of a publicly traded corporation) in any coal mining rights or coal mining operations that are located in the State of Utah unless the member first presents the opportunity to Canyon Fuel, and the Management Board either decides not to pursue the opportunity or fails to make any decision within 45 days of its receipt of notice of the opportunity from the transferring member.

Transfers of Membership Interests

Ordinarily, a transfer of all or any portion of a member's interest in Canyon Fuel would require the prior unanimous written consent of the members. However, without the consent of any member, all of Arch Western's interest in Canyon Fuel may be transferred to the transferee of all or substantially all of the coal mining operations owned or operated by Arch Western and its affiliates in the United States. If a member or any of its affiliates wishes to transfer all or any portion of such member's interest in Canyon Fuel and unanimous consent of the members is required, the transferring member must give notice to the other members of the proposed transfer. If the proposed transfer is of a portion but not all of a member's interest in Canyon Fuel, the other members must receive notice of the proposed transactions, and the other members would have a right of first refusal to purchase the portion of the transferring member's interest that is proposed to be transferred.

Dissolution and Winding Up

Canyon Fuel is required to dissolve and commence winding up and liquidating upon the first to occur of (a) the unanimous agreement of the members to dissolve, wind up and liquidate Canyon Fuel and (b) a final judicial determination that an event has occurred that makes it unlawful, impossible or impractical for Canyon Fuel to carry on its business. Upon the dissolution of Canyon Fuel, the remaining members will appoint a member to act as liquidator of Canyon Fuel's assets. The liquidator will be reimbursed for its costs and expenses reasonably incurred in connection with the liquidation. After paying Canyon Fuel's outstanding liabilities to creditors in the order of priority as provided by relevant law (or the provision of adequate reserves for such payments), and providing adequate reserves for foreseeable liabilities, the liquidator will distribute the remaining assets of Canyon Fuel to the members pro rata in accordance with their respective positive capital account balances. The liability of Canyon Fuel and the other members to any particular member for the return of that member's capital contributions is limited to Canyon Fuel's assets. If there are insufficient assets to return to a member the full amount of its capital contributions, that member waives any and all claims that it might otherwise have against the other members with respect to their personal assets. No member has any obligation to contribute to Canyon Fuel the deficit balance, if any, in such member's capital account upon the dissolution of Canyon Fuel, and such deficit is not to be considered a debt owed to Canyon Fuel or any other person for any purpose.

CERTAIN RELATIONSHIPS AND

RELATED PARTY TRANSACTIONS

Services Agreement

Arch Coal and Arch Western are parties to a Services Agreement pursuant to which Arch Coal provides Arch Western with various accounting, legal, geological, engineering, financial, developmental, operational, management and other services and assistance of the type customarily furnished by a parent corporation to its consolidated subsidiaries. Under the Services Agreement, Arch Coal is reimbursed by Arch Western for all direct costs and expenses incurred by Arch Coal and its affiliates in connection with the provision of services pursuant to the Services Agreement, plus an allocation of overhead and other indirect costs based on the services provided as determined in good faith by Arch Coal. Under the Services Agreement, Arch Western has indemnified Arch Coal and its directors, officers, stockholders, employees and agents from any liabilities arising out of or in connection with the provision of such services and assistance.

We historically have paid selling, general and administrative services fees to Arch Coal. These fees were not intended to represent the fair value of the services performed, nor did they approximate amounts that would be expected to be incurred if we were a stand-alone entity. In connection with this offering, Arch Coal's management allocated additional expenses to us in the amount of $9.0 million, $10.8 million and $10.7 million for the years ended December 31, 2000, 2001 and 2002, respectively. Expenses were allocated based on Arch Coal's best estimates of proportional or incremental costs, whichever is more representative of costs incurred by Arch Coal on our behalf. Allocated expenses are not necessarily representative of costs that would be incurred if we operated on a stand-alone basis.

Receivable from Arch Coal

Arch Coal manages our cash transactions. Cash paid to or from us that was not considered a distribution or a contribution is maintained in an Arch Coal receivable account and evidenced in the form of promissory notes issued by Arch Coal to us, which have been pledged as security for the payment of the notes. Any distribution by us to, or investment by us in, Arch Coal or any of its subsidiaries other than us or our subsidiaries, will be in the form of loans evidenced by additional promissory notes which will be pledged as security for the payment of the notes and reflected on our balance sheet as an increase in receivable from Arch Coal. Interest earned on the Arch Coal promissory notes for the years ended December 31, 2000, 2001 and 2002 was $13.7 million, $15.5 million and $13.6 million, respectively. At December 31, 2001 and 2002 and June 30, 2003, the aggregate principal amount of Arch Coal promissory notes was $259.8 million, $333.8 million and $343.1 million, respectively. The Arch Coal promissory notes accrue interest at the prime interest rate. The Arch Coal promissory notes are payable on demand by us; however, our management currently does not intend to demand payment on the Arch Coal promissory notes within the next year. Therefore, the receivable is classified on our consolidated balance sheets as long-term.

Leases

In 2000, we began mining on portions of a federal lease known as the Thundercloud tract. The Thundercloud tract contains approximately 353 million tons of coal reserves and is contiguous to our existing operations. A subsidiary of Arch Coal owns the rights to the tract. Prior to mining, we entered into a sublease with that subsidiary of Arch Coal that requires annual advance royalty payments, which are fully recoverable against production on the Thundercloud tract. In 2000, 2001 and 2002, we made advance royalty payments of $2.0 million, $4.8 million and $12.7 million, respectively, under this lease. In addition, we also pay a production royalty of 5.5% of realization and a $0.01 per ton override royalty for every ton mined from the Thundercloud tract, resulting in production royalties paid to that subsidiary of Arch Coal of $2.4 million, $4.9 million and $7.3 million in 2000, 2001 and 2002, respectively.

We lease certain assets from Little Thunder Leasing Company, a subsidiary of BP p.l.c. Lease expenses for the years ended December 31, 2000, 2001 and 2002 totaled $7.5 million, $7.6 million and $3.4 million, respectively.

THE EXCHANGE OFFER

Purpose and Effect

The Issuer issued the old notes on June 25, 2003 in a private placement to a limited number of qualified institutional buyers, as defined under the Securities Act. In connection with that issuance, the Issuer, Arch Western and the subsidiary guarantors entered into the indenture and, with Arch Coal, the registration rights agreement. These agreements require that we file a registration statement under the Securities Act with respect to the registered notes to be issued in the exchange offer and, upon the effectiveness of the registration statement, offer to you the opportunity to exchange your old notes for a like principal amount of registered notes. The registered notes will be issued without a restrictive legend, and, except as set forth below, we believe that the registered notes may be reoffered and resold by you without registration under the Securities Act. After we complete the exchange offer, our obligations with respect to the registration of the old notes will terminate, except as provided in the last paragraph of this "— Purpose and Effect" section. A copy of the indenture and the registration rights agreement have been filed as exhibits to the registration statement of which this prospectus is part.

Based on an interpretation by the staff of the SEC set forth in no-action letters issued to third parties unrelated to us, if you are not our "affiliate" within the meaning of Rule 405 under the Securities Act or a broker-dealer referred to in the next paragraph, we believe that registered notes to be issued to you in the exchange offer may be offered for resale, resold and otherwise transferred by you, without compliance with the registration and prospectus delivery provisions of the Securities Act. This interpretation, however, is based on your representations to us that:

(1) the registered notes to be issued to you in the exchange offer are acquired in the ordinary course of your business;

(2) you are not engaging in and do not intend to engage in a distribution of the registered notes to be issued to you in the exchange offer;

(3) you have no arrangement or understanding with any person to participate in the distribution of the registered notes to be issued to you in the exchange offer; and

(4) you are not an "affiliate" of ours, as defined under Rule 405 of the Securities Act.

We have not applied to the SEC for no-action relief with respect to this exchange offer, and we cannot assure you that the staff of the SEC would make a similar determination with respect to this exchange offer.

If you tender your old notes in the exchange offer for the purpose of participating in a distribution of the registered notes to be issued to you in the exchange offer, you cannot rely on this interpretation by the staff of the SEC. Under those circumstances, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction. Each broker-dealer that receives registered notes in the exchange offer for its own account in exchange for old notes that were acquired by the broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of those registered notes. See "Plan of Distribution."

If (i) due to any change in law or applicable interpretations thereof by the SEC's staff, the Issuer, Arch Coal, Arch Western and the subsidiary guarantors determine that they are not permitted to effect the exchange offer; (ii) for any other reason the exchange offer is not consummated within 225 days of the date of issuance of the old notes; (iii) any initial purchaser of the old notes so requests with respect to old notes that are not eligible to be exchanged for registered notes in the exchange offer and that are held by it following consummation of the exchange offer; (iv) any holder (other than an initial purchaser of old notes) is not eligible to participate in the exchange offer; or (v) you are an initial purchaser of old notes that does not receive freely tradeable registered notes in exchange for old notes constituting any portion of an unsold allotment, we will register your old notes in a "shelf" registration statement on an appropriate

form pursuant to Rule 415 under the Securities Act. If we are obligated to file a shelf registration statement, we will be required to keep the shelf registration statement effective until the earliest of (a) two years from the date the shelf registration statement is declared effective by the SEC or (b) such shorter period that will terminate when all securities covered by the shelf registration statement have been sold pursuant to the shelf registration statement. Other than as set forth in this paragraph, you will not have the right to require us to register your old notes under the Securities Act. See "— Procedures for Tendering" below.

We will, in the event a shelf registration statement is filed, among other things, provide to each holder for whom the shelf registration statement was filed a copy of the shelf registration statement, and each amendment of the shelf registration statement and each amendment or supplement to the prospectus included in the shelf registration statement, notify each of those holders when the shelf registration statement has been filed with the SEC and when the shelf registration statement or any post-effective amendment to it has become effective and take certain other actions as are required to permit unrestricted resales of the old notes. A holder selling old notes pursuant to the shelf registration statement generally would be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement which are applicable to that holder (including certain indemnification obligations).

We will pay additional cash interest on the old notes, subject to certain exceptions, if:

(1) the registration statement of which this prospectus is part is not declared effective on or prior to the 180th day following the date of the issuance of the old notes;

(2) the exchange offer is not consummated on or prior to the 225th day following the date of the issuance of the old notes; or

(3) if required, a shelf registration statement with respect to the old notes has not been filed with the SEC on or prior to the 60th day following the date the obligation to file the shelf registration statement arises

(each such event referred to in clauses (1) through (3) above, a "Registration Default") from and including the date on such Registration Default will occur to but excluding the date on which all Registration Defaults have been cured.

The rate of additional interest will be at the rate equal to 0.25% of the principal amount of the old notes (determined daily) with respect to the first 90-day period following such Registration Default. The amount of additional interest will increase by an additional 0.25% per annum to a maximum of 1.00% per annum for each subsequent 90-day period until the Registration Default has been cured. We will pay the additional interest on regular interest payment dates. The additional interest will be in addition to any other interest payable from time to time with respect to the notes.

All references in the indenture, in any context, to any payment of principal, purchase prices in connection with a purchase of notes, and interest or any other amount payable on or with respect to any of the notes, will be deemed to include payment of any additional cash interest pursuant to the registration rights agreement.

Consequences of Failure to Exchange

Old notes which you do not tender or we do not accept will, following the exchange offer, continue to be restricted securities. You may not offer or sell untendered old notes except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We will issue registered notes in exchange for the old notes pursuant to the exchange offer only following the satisfaction of procedures and conditions described elsewhere in this prospectus. These procedures and conditions include timely receipt by the exchange agent of the old notes and a properly completed and duly executed letter of transmittal.

Because we anticipate that most holders of old notes will elect to exchange their old notes, we expect that the liquidity of the market for any old notes remaining after the completion of the exchange offer may be substantially limited. Any old note tendered and exchanged in the exchange offer will reduce the aggregate principal amount of the old notes outstanding. Following the exchange offer, untendered old notes generally will not have any further associated registration rights, and untendered old notes will continue to be subject to transfer restrictions. Accordingly, the liquidity of the market for any old notes could be adversely affected.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all old notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date. We will issue $1,000 principal amount of registered notes in exchange for each $1,000 principal amount of old notes accepted in the exchange offer. You may tender some or all of your old notes pursuant to the exchange offer. However, old notes may be tendered only in integral multiples of $1,000 principal amount.

The form and terms of the registered notes are substantially the same as the form and terms of the old notes, except that the registered notes to be issued in the exchange offer have been registered under the Securities Act and will not bear legends restricting their transfer. The registered notes will be issued pursuant to, and entitled to the benefits of, the indenture. The indenture also governs the old notes. The registered notes and the old notes will be deemed one issue of notes under the indenture.

As of the date of this prospectus, $700.0 million in aggregate principal amount of 6 3/4% Senior Notes due 2013 were outstanding. This prospectus, together with the letter of transmittal, is being sent to all registered holders and to others believed to have beneficial interests in the old notes. You do not have any appraisal or dissenters' rights in connection with the exchange offer under the General Corporation Law of the State of Delaware or the indenture. We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the SEC promulgated under the Exchange Act.

We will be deemed to have accepted validly tendered outstanding notes when, as, and if we have given oral or written notice of our acceptance to the exchange agent. The exchange agent will act as our agent for the tendering holders for the purpose of receiving the registered notes from us. If we do not accept any tendered notes because of an invalid tender, the occurrence of certain other events set forth in this prospectus or otherwise, we will return certificates for any unaccepted old notes, without expense, to the tendering holder promptly after the expiration date.

You will not be required to pay brokerage commissions or fees or, except as set forth below under " — Transfer Taxes," transfer taxes with respect to the exchange of your old notes in the exchange offer. We will pay all charges and expenses, other than certain applicable taxes, in connection with the exchange offer. See " — Fees and Expenses" below.

Expiration Date; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on   , 2002, unless we determine, in our sole discretion, to extend the exchange offer, in which case, it will expire at the later date and time to which it is extended. We currently do not intend to extend the exchange offer, although we reserve the right to do so. The exchange offer will not remain in effect for more than 45 business days after the date on which notice of the exchange offer is mailed to you. If we extend the exchange offer, we will give oral or written notice of the extension to the exchange agent and give each registered holder notice by means of a press release or other public announcement of any extension prior to 9:00 a.m., New York City time, on the next business day after the scheduled expiration date.

We also reserve the right, in our sole discretion:

(1) to delay accepting any old notes or, if any of the conditions, other than those relating to necessary governmental approvals, set forth below under " — Conditions" have not been satisfied or waived prior to the expiration date, to terminate the exchange offer by giving oral or written notice of such delay or termination to the exchange agent; provided, however, we will not delay payment subsequent to the expiration date other than in anticipation of receiving necessary governmental approvals; or

(2) to amend the terms of the exchange offer in any manner by complying with Rule 14e-l(d) under the Exchange Act to the extent that rule applies.

We acknowledge and undertake to comply with the provisions of Rule 14e-l(c) under the Exchange Act, which requires us to pay the consideration offered, or return the old notes surrendered for exchange, promptly after the termination or withdrawal of the exchange offer. We will notify you promptly of any extension, termination or amendment.

If the exchange offer is amended in a manner determined by us to constitute a material change, we promptly will disclose such amendment by means of a prospectus supplement that will be distributed to the registered holders of the old notes, and we will extend the exchange offer for a period of five to ten business days, depending upon the significance of the amendment and the manner of disclosure to the holders, if the exchange offer would otherwise expire during such five- to ten-business day period.

Without limiting the manner in which we may choose to make a public announcement of any delay, extension, amendment or termination of the exchange offer, we will have no obligation to publish, advertise, or otherwise communicate any such public announcement, other than by making a timely release to an appropriate news agency.

Procedures for Tendering

Book-Entry Interests

The old notes were issued as global securities in fully registered form without interest coupons. Beneficial interests in the global securities, held by direct or indirect participants in DTC, are shown on, and transfers of these interests are effected only through, records maintained in book-entry form by DTC with respect to its participants.

If you hold your old notes in the form of book-entry interests and you wish to tender your old notes for exchange pursuant to the exchange offer, you must transmit to the exchange agent on or prior to the expiration date either:

(1) a written or facsimile copy of a properly completed and duly executed letter of transmittal, including all other documents required by such letter of transmittal, to the exchange agent at the address set forth on the cover page of the letter of transmittal; or

(2) a computer-generated message transmitted by means of DTC's Automated Tender Offer Program system and received by the exchange agent and forming a part of a confirmation of book-entry transfer, in which you acknowledge and agree to be bound by the terms of the letter of transmittal.

In addition, in order to deliver old notes held in the form of book-entry interests:

(1) a timely confirmation of book-entry transfer of such notes into the exchange agent's account at DTC pursuant to the procedure for book-entry transfers described below under " — Book-Entry Transfer" must be received by the exchange agent prior to the expiration date; or

(2) you must comply with the guaranteed delivery procedures described below.

The method of delivery of old notes and the letter of transmittal and all other required documents to the exchange agent is at your election and risk. Instead of delivery by mail, we recommend that you use an overnight or hand delivery service. In all cases, sufficient time should be allowed to assure delivery to

the exchange agent before the expiration date. You should not send the letter of transmittal or old notes to us. You may request your broker, dealer, commercial bank, trust company, or nominee to effect the above transactions for you.

Certificated Old Notes

Only registered holders of certificated old notes may tender those notes in the exchange offer. If your old notes are certificated notes and you wish to tender those notes for exchange pursuant to the exchange offer, you must transmit to the exchange agent on or prior to the expiration date, a written or facsimile copy of a properly completed and duly executed letter of transmittal, including all other required documents, to the address set forth below under " — Exchange Agent." In addition, in order to validly tender your certificated old notes:

(1) the certificates representing your old notes must be received by the exchange agent prior to the expiration date; or

(2) you must comply with the guaranteed delivery procedures described below.

Procedures Applicable to All Holders

If you tender an old note and you do not withdraw the tender prior to the expiration date, you will have made an agreement with us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal.

If your old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your notes, you should contact the registered holder promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your old notes, either make appropriate arrangements to register ownership of the old notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

Signatures on a letter of transmittal or a notice of withdrawal must be guaranteed by an eligible institution unless:

(1) old notes tendered in the exchange offer are tendered either

(A) by a registered holder who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on the letter of transmittal or

(B) for the account of an eligible institution; and

(2) the box entitled "Special Registration Instructions" on the letter of transmittal has not been completed.

If signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, the guarantee must be by a financial institution, which includes most banks, savings and loan associations and brokerage houses, that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Program or the Stock Exchanges Medallion Program.

If the letter of transmittal is signed by a person other than you, your old notes must be endorsed or accompanied by a properly completed bond power and signed by you as your name appears on those old notes.

If the letter of transmittal or any old notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, those persons should so indicate when signing. Unless we waive this requirement, in this instance you must submit with the letter of transmittal proper evidence satisfactory to us of their authority to act on your behalf.

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

You must cure any defects or irregularities in connection with tenders of your old notes within the time period we will determine unless we waive that defect or irregularity. Although we intend to notify you of defects or irregularities with respect to your tender of old notes, neither we, the exchange agent nor any other person will incur any liability for failure to give this notification. Your tender will not be deemed to have been made and your notes will be returned to you if:

(1) you improperly tender your old notes;

(2) you have not cured any defects or irregularities in your tender; and

(3) we have not waived those defects, irregularities or improper tender.

In this event, the exchange agent will return your notes, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration of the exchange offer.

In addition, we reserve the right in our sole discretion to:

(1) purchase or make offers for, or offer registered notes for, any old notes that remain outstanding subsequent to the expiration of the exchange offer;

(2) terminate the exchange offer if a condition to the exchange offer is not satisfied; or

(3) to the extent permitted by applicable law, purchase notes in the open market, in privately negotiated transactions or otherwise.

The terms of any of these purchases or offers could differ from the terms of the exchange offer.

By tendering old notes in the exchange offer, you will represent to us that, among other things:

(1) the registered notes to be acquired by you in the exchange offer are being acquired in the ordinary course of your business;

(2) you are not engaging in and do not intend to engage in a distribution of the registered notes to be acquired by you in the exchange offer;

(3) you do not have an arrangement or understanding with any person to participate in the distribution of the registered notes to be acquired by you in the exchange offer; and

(4) you are not our "affiliate," as defined under Rule 405 of the Securities Act.

In all cases, issuance of registered notes in exchange for old notes that are accepted for exchange in the exchange offer will be made only after timely receipt by the exchange agent of certificates for your old notes or a timely book-entry confirmation of your old notes into the exchange agent's account at DTC, a properly completed and duly executed letter of transmittal, or a computer-generated message instead of the letter of transmittal, and all other required documents. If any tendered old notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if old notes are submitted for a greater principal amount than you desire to exchange, the unaccepted or non-exchanged old notes, or old notes in substitution therefor, will be returned without expense to you. In addition, in the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures described below, the non-exchanged old notes will be credited to your account maintained with DTC, as promptly as practicable after the expiration or termination of the exchange offer.

Guaranteed Delivery Procedures

If you desire to tender your old notes in the exchange offer and your old notes are not immediately available, you may tender your old notes if:

(1) you tender your old notes through an eligible financial institution;

(2) on or prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent receives from an eligible institution, a written or facsimile copy of a properly completed and duly executed letter of transmittal and notice of guaranteed delivery, substantially in the form provided by us; and

(3) the certificates for all certificated old notes, in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal, are received by the exchange agent within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by facsimile transmission, mail or hand delivery. The notice of guaranteed delivery must set forth:

(1) your name and address;

(2) the amount of old notes you are tendering; and

(3) a statement that your tender is being made by the notice of guaranteed delivery and that you guarantee that within three New York Stock Exchange trading days after the execution of the notice of guaranteed delivery, the eligible institution will deliver the following documents to the exchange agent:

(A) the certificates for all certificated old notes being tendered, in proper form for transfer or a book-entry confirmation of tender;

(B) a written or facsimile copy of the letter of transmittal, or a book-entry confirmation instead of the letter of transmittal; and

(C) any other documents required by the letter of transmittal.

Book-Entry Transfer

The exchange agent will establish an account with respect to the book-entry interests at DTC for purposes of the exchange offer promptly after the date of this prospectus. You must deliver your book-entry interest by book-entry transfer to the account maintained by the exchange agent at DTC. Any financial institution that is a participant in DTC’s systems may make book-entry delivery of book-entry interests by causing DTC to transfer the book-entry interests into the exchange agent’s account at DTC in accordance with DTC’s procedures for transfer.

If one of the following situations occur:

(1) you cannot deliver a book-entry confirmation of book-entry delivery of your book-entry interests into the exchange agent’s account at DTC; or

(2) you cannot deliver all other documents required by the letter of transmittal to the exchange agent prior to the expiration date,

then you must tender your book-entry interests according to the guaranteed delivery procedures discussed above.

Withdrawal Rights

You may withdraw tenders of your old notes at any time prior to 5:00 p.m., New York City time, on the expiration date.

For your withdrawal to be effective, the exchange agent must receive a written or facsimile transmission notice of withdrawal at its address set forth below under " — Exchange Agent" prior to 5:00 p.m., New York City time, on the expiration date.

The notice of withdrawal must:

(1) state your name;

(2) identify the specific old notes to be withdrawn, including the certificate number or numbers and the principal amount of withdrawn notes;

(3) be signed by you in the same manner as you signed the letter of transmittal when you tendered your old notes, including any required signature guarantees or be accompanied by documents of transfer sufficient for the exchange agent to register the transfer of the old notes into your name; and

(4) specify the name in which the old notes are to be registered, if different from yours.

We will determine all questions regarding the validity, form and eligibility, including time of receipt, of withdrawal notices. Our determination will be final and binding on all parties. Any old notes tendered and withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any old notes which have been tendered for exchange but which are not exchanged for any reason will be returned to you without cost promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn old notes may be retendered by following one of the procedures described under " — Procedures for Tendering" above at any time on or prior to 5:00 p.m., New York City time, on the expiration date.

Conditions

Notwithstanding any other provision of the exchange offer and subject to our obligations under the registration rights agreement, we will not be required to accept for exchange, or to issue registered notes in exchange for, any old notes and may terminate or amend the exchange offer, if at any time before the expiration of the exchange offer any of the following events occur:

(1) any injunction, order or decree has been issued by any court or any governmental agency that would prohibit, prevent or otherwise materially impair our ability to proceed with the exchange offer; or

(2) the exchange offer violates any applicable law or any applicable interpretation of the staff of the SEC.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances giving rise to them, subject to applicable law. We also may waive in whole or in part at any time and from time to time any particular condition, other than those relating to necessary governmental approvals, in our sole discretion prior to the expiration of the exchange offer. If we waive a condition, we may be required in order to comply with applicable securities laws to extend the expiration date of the exchange offer. To the extent that we waive a condition with respect to one tender of notes, we will waive that condition for all other tenders as well. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of these rights and these rights will be deemed ongoing rights which may be asserted at any time and from time to time prior to the expiration of the exchange offer.

In addition, we will not accept for exchange any old notes tendered, and no registered notes will be issued in exchange for any of those old notes, if at the time the old notes are tendered any stop order is threatened by the SEC or in effect with respect to the registration statement of which this prospectus is a part or the qualification of the indenture under the Trust Indenture Act of 1939.

The exchange offer is not conditioned on any minimum principal amount of old notes being tendered for exchange.

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Exchange Agent

We have appointed The Bank of New York as exchange agent for the exchange offer. Questions, requests for assistance and requests for additional copies of the prospectus, the letter of transmittal and other related documents should be directed to the exchange agent addressed as follows:

By Registered or Certified Mail, by Hand or by Overnight Courier:

The Bank of New York

Corporate Trust Operations
Reorganization Unit
101 Barclay Street, 7 East
New York, New York 10286
Attention: Mr. William Buckley

By Facsimile: (212) 298-1915 ***By Telephone: (212) 815-5788***

Attention: Mr. William Buckley

The exchange agent also acts as trustee under the indenture.

Fees and Expenses

We will not pay brokers, dealers, or others soliciting acceptances of the exchange offer. The principal solicitation is being made by mail. Additional solicitations, however, may be made in person or by telephone by our officers and employees.

We will pay the cash expenses to be incurred in connection with the exchange offer. These expenses include fees and expenses of the exchange agent, accounting, legal, printing and related fees and expenses.

Transfer Taxes

You will not be obligated to pay any transfer taxes in connection with a tender of your old notes for exchange unless you instruct us to register registered notes in the name of, or request that old notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder, in which event the registered tendering holder will be responsible for the payment of any applicable transfer tax.

Accounting Treatment

We will not recognize any gain or loss for accounting purposes upon the consummation of the exchange offer. We will amortize the expense of the exchange offer over the term of the registered notes under generally accepted accounting principles.

DESCRIPTION OF THE REGISTERED NOTES

The old notes were issued and the registered notes will be issued under an indenture dated as of June 25, 2003, among the Issuer, Arch Western, the Subsidiary Guarantors and The Bank of New York, as trustee, which has been filed as an exhibit to the registration statement of which this prospectus is part. Upon the effectiveness of the registration statement relating to the exchange offer, the Indenture will be subject to and governed by the Trust Indenture Act of 1939. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Security Documents referred to below under the heading “Security” define the terms of the security interest that will secure the registered notes.

On June 25, 2003, we issued $700.0 million aggregate principal amount of old notes under the Indenture. The terms of the registered notes are identical in all material respects to the old notes, except for certain transfer restrictions and registration and other rights relating to the exchange of the old notes for registered notes. The trustee will authenticate and deliver registered notes for original issue only in exchange for a like principal amount of old notes. Any old notes that remain outstanding after the consummation of the exchange offer, together with the registered notes, will be treated as a single class of securities under the Indenture. Accordingly, all references in this description to specified percentages in aggregate principal amount of outstanding Notes will be deemed to mean, at any time after the exchange offer is consummated, the percentage in aggregate principal amount of the old notes and registered notes then outstanding.

You can find the definitions of certain terms used in this description under the subheading “Certain Definitions.” In this description, “Arch Western” refers only to Arch Western Resources, LLC and not to any of its subsidiaries, the “Issuer” refers to Arch Western Finance, LLC, a wholly owned Subsidiary of Arch Western, and “Arch Coal” refers to Arch Coal, Inc. and not to any of its subsidiaries. We refer to the old notes and the registered notes together as the “Notes” in this description.

You are encouraged to read the Indenture, the Security Documents and the Registration Rights Agreement filed as exhibits to the registration statement of which this prospectus is a part and referred to under the heading “Exchange Offer; Registration Rights” because they, and not this description, define your rights as a holder of Notes. Copies of the Indenture, the Security Documents and the Registration Rights Agreement are available upon request to Arch Western at the address indicated under “Where You Can Find More Information.”

Principal, Maturity and Interest

The Issuer may issue up to $700.0 million aggregate principal amount of registered notes in this exchange offer and, subject to compliance with the limitations described under “— Certain Covenants — Limitation on Debt,” may in the future issue an unlimited principal amount of additional notes at later dates under the same Indenture (the “Additional Notes”). Any Additional Notes that the Issuer issues in the future will be identical in all material respects to the Notes and will form a single series with the Notes, except that Additional Notes issued in the future will have different issuance dates and may have different issuance prices. The Issuer will issue registered notes only in fully registered form without coupons, in denominations of $1,000 and integral multiples of $1,000.

The Notes will mature on July 1, 2013.

Interest on the registered notes will accrue at a rate of 6.75% per annum and will be payable semi-annually in arrears on January 1 and July 1, commencing on January 1, 2004. The Issuer will pay interest to those persons who were holders of record on the June 15 or December 15 immediately preceding each interest payment date. Interest on the registered notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The interest rate on the registered notes will increase if:

(1) the exchange offer is not consummated on a timely basis; or

(2) certain other conditions are not satisfied as described under "Exchange Offer; Registration Rights."

Any interest payable as a result of an increase in the interest rate is referred to as "Special Interest," and all references to interest in this description include Special Interest. You should refer to the description under the heading "Exchange Offer; Registration Rights" for a more detailed description of the circumstances under which the interest rate will increase.

Ranking

The registered notes will be:

- senior obligations of the Issuer and
- secured by a first-priority security interest in the Arch Coal Notes.

The registered notes would not currently be senior, equal or junior to any other indebtedness.

The registered notes will be unconditionally guaranteed on a senior basis by Arch Western and all of its Domestic Subsidiaries other than Canyon Fuel. The Guarantees will be:

- equal in right of payment to any future senior debt of the Guarantors;
- effectively subordinated to all future secured debt of the Guarantors to the extent of the assets securing that debt;
- senior in right of payment to any future subordinated debt of the Guarantors; and
- effectively subordinated to any existing and future liabilities of any Subsidiaries of Arch Western that are not Guarantors.

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

In addition, as of the date of this prospectus, there are no Foreign Subsidiaries, and the only Subsidiary of Arch Western that will not Guarantee the registered notes is Canyon Fuel. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, the non-guarantor Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to Arch Western or a Subsidiary Guarantor. Arch Western's equity interest in Canyon Fuel represented 12% of the consolidated assets of Arch Western and its subsidiaries at June 30, 2003 and contributed 2% of the total revenues of Arch Western and its subsidiaries in 2002.

Note Guarantees

The Arch Western Guarantee

Arch Western will unconditionally guarantee (the "Arch Western Guarantee") all of the Issuer's obligations under the registered notes, including its obligations to pay principal, interest, and premium, if any, with respect to the registered notes. The Arch Western Guarantee will be joint and several with any other Note Guarantee, will be a general unsecured obligation of Arch Western and will rank *pari passu* with all existing and future Debt of Arch Western that is not, by its terms, expressly subordinated in right of payment of the Arch Western Guarantee.

The Subsidiary Guarantees

The registered notes will be guaranteed by each existing Domestic Subsidiary of Arch Western (excluding Canyon Fuel) and all future Domestic Subsidiaries. The Indenture requires that each existing and future Restricted Subsidiary that is not otherwise a Guarantor that guarantees any other Indebtedness of Arch Western or any of its Restricted Subsidiaries guarantees the Notes.

Each of the Subsidiary Guarantors will unconditionally guarantee, on a joint and several basis with all other Note Guarantees, all of the Issuer's obligations under the registered notes, including its obligations to pay principal, interest, and premium, if any, with respect to the registered notes. The Subsidiary Guarantees will be general unsecured obligations of the Subsidiary Guarantors and will rank *pari passu* with all existing and future debt of the Subsidiary Guarantors that is not, by its terms, expressly subordinated in right of payment to the Subsidiary Guarantees. The obligations of each Guarantor are limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of that Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of that other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, will result in the obligations of that Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. See "Risk Factors — Risks Related to the Registered Notes — Federal and state fraudulent conveyance laws may permit a court to void the registered notes and guarantees, and if that occurs, you may not recover payment on the registered notes." Each Subsidiary Guarantor that makes a payment or distribution under a Subsidiary Guarantee will be entitled to a contribution from each other Subsidiary Guarantor in an amount *pro rata,* based on the net assets of each Subsidiary Guarantor determined in accordance with GAAP. Except as provided in "Certain Covenants — Limitation on Asset Sales," Arch Western will not be restricted from selling or otherwise disposing of any of the Subsidiary Guarantors.

The Indenture provides that:

(i) in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all the Capital Stock of any Subsidiary Guarantor to any Person that is not an Affiliate of Arch Western, that Subsidiary Guarantor will be released and relieved of any obligations under its Subsidiary Guarantee; *provided* that the Net Available Cash from that sale or other disposition is applied in accordance with the applicable provisions of the Indenture. See "Certain Covenants — Limitation on Asset Sales";

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

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

Security

The registered notes will be secured by a first-priority security interest in the Arch Coal Notes. As of June 30, 2003, there were $343.1 million of outstanding Arch Coal Notes. The outstanding amount of Arch Coal Notes will increase by the amount of any Restricted Payment to, or Permitted Investment in, Arch Coal or any of its Affiliates (other than Arch Western or its Restricted Subsidiaries) and will decrease to the extent Arch Coal repays amounts owing pursuant to the Arch Coal Notes.

The Arch Coal Notes are unsecured obligations of Arch Coal and are effectively subordinated to Arch Coal's secured indebtedness and other liabilities of Arch Coal's subsidiaries other than us and our subsidiaries.

The Lien securing the Notes will be released upon (1) a satisfaction and discharge of the Indenture and (2) a legal defeasance as described under "Defeasance."

Subject to the covenant described under "Certain Covenants — Limitation on Debt," Arch Western can Incur Liens on the Arch Coal Notes to secure Debt under a credit facility in an aggregate principal amount not to exceed $100.0 million at any time outstanding, and Arch Western would incur such a Lien upon borrowing under its term loan credit facility. These Liens would be equal and ratable with the Liens securing the Notes. The Issuer, Arch Western, the administrative agent under Arch Western's credit facility, the Trustee on behalf of the holders of the Notes and The Bank of New York, as collateral trustee (the "Collateral Trustee"), entered into a collateral trust agreement (the "Collateral Trust Agreement"). Pursuant to the terms of the Collateral Trust Agreement, the Collateral Trustee was appointed as collateral agent for each of the secured parties and will hold the liens and security interests in the Arch Coal Notes granted pursuant to the Security Documents with sole authority to exercise remedies under the Security Documents. The Collateral Trustee agreed to act as mortgagee under all mortgages, beneficiary under all deeds of trust and as secured party under the applicable security agreements, to follow the instructions provided to it under the Collateral Trust Agreement and to carry out certain other duties. Similar procedures would be followed in connection with any future permitted credit facility of Arch Western created prior to the maturity of the Notes.

Under the Collateral Trust Agreement, the Liens securing the Notes and Arch Western's credit facility may not be enforced by the holders of the Notes or the lenders under Arch Western's credit facility, except for certain limited exceptions involving payment or bankruptcy Events of Default under the Indenture (each, a "Triggering Event"). If a Triggering Event has occurred and is continuing, the actions of the Collateral Trustee will be directed by the Trustee, as directed by holders of at least a majority in principal amount of the Notes, and administrative agent under Arch Western's credit facility. All proceeds of the Arch Coal Notes will be ratably shared among all holders of the Notes and the lenders under Arch Western's credit facility, if any.

Optional Redemption

Except as set forth in the next paragraph, the Notes will not be redeemable at the option of the Issuer prior to July 1, 2008. Starting on that date, the Issuer may redeem all or any portion of the Notes, at once or over time, after giving the required notice under the Indenture. The Notes may be redeemed at the redemption prices set forth below, plus accrued and unpaid interest to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). The following prices are for Notes redeemed during the 12-month period commencing on July 1 of the years set forth below, and are expressed as percentages of principal amount:

Year	Redemption Price
2008	103.375%
2009	102.250%
2010	101.125%
2011 and thereafter	100.000%

In addition, at any time and from time to time, prior to July 1, 2006, the Issuer may redeem up to a maximum of 35% of the original aggregate principal amount of the Notes (calculated giving effect to any issuance of Additional Notes) with the proceeds of one or more Public Equity Offerings, at a redemption price equal to 106.750% of the principal amount thereof, plus accrued and unpaid interest to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); *provided, however,* that after giving effect to any such redemption, at least 65% of the original aggregate principal amount of the Notes (calculated giving effect to any issuance of Additional Notes) remains outstanding (excluding Notes held by Arch Coal or any of its Subsidiaries). Any redemption will be made within 75 days of the Public Equity Offering upon not less than 30 nor more than 60 days' prior notice.

Sinking Fund

There will be no mandatory sinking fund payments for the Notes.

Repurchase at the Option of Holders Upon a Change of Control

Upon the occurrence of a Change of Control, each holder of Notes will have the right to require the Issuer to repurchase all or any part of that holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price (the "Change of Control Purchase Price") equal to 101% of the principal amount of that holder's Notes, plus accrued and unpaid interest to the repurchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). If the repurchase date is after a record date and on or before the relevant interest payment date, the accrued and unpaid interest, if any, will be paid to the person or entity in whose name the Note is registered at the close of business on that record date, and no additional interest will be payable to holders whose Notes will be subject to redemption.

Within 30 days following any Change of Control, the Issuer will:

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

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

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

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

(3) the circumstances and relevant facts regarding the Change of Control (including information with respect to *pro forma* historical income, cash flow and capitalization after giving effect to the Change of Control); and

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

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

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

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

The definition of Change of Control includes a phrase relating to the sale, transfer, assignment, lease, conveyance or other disposition of "all or substantially all" the Property of Arch Western and its Restricted Subsidiaries, considered as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, if Arch Western and its Restricted Subsidiaries, considered as a whole, dispose of less than all of this Property by any of the means described above, the ability of a holder of Notes to require the Issuer to repurchase its Notes may be uncertain. In that case, holders of the Notes may not be able to resolve this uncertainty without resorting to legal action.

Future debt of Arch Western may contain prohibitions of certain events which would constitute a Change of Control or require that future debt to be repurchased or repaid upon a Change of Control. In addition, the Issuer's ability to pay cash to holders of Notes upon a repurchase may be limited by Arch Western's then existing financial resources. The Issuer cannot assure you that sufficient funds will be available when necessary to make any required repurchases. The Issuer's failure to repurchase Notes in connection with a Change of Control would result in a default under the Indenture. That default could, in turn, constitute a default under debt of the Guarantors. The Issuer's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified at any time prior to the occurrence of the Change of Control with the written consent of the holders of at least a majority in aggregate principal amount of the Notes. See "— Amendments and Waivers."

Certain Covenants

Set forth below are summaries of certain covenants contained in the Indenture.

Covenant Termination. Upon the first date that:

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

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

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

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

(collectively, the "Specified Covenants"). As a result, the Notes would be entitled to substantially less protection from and after the date of termination of these covenants.

Limitation on Debt. The Issuer may not Incur any Debt other than the Notes and any Additional Notes. Arch Western may not, and may not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Debt unless, after giving effect to the application of the proceeds thereof, no Default or Event of Default would occur as a consequence of the Incurrence or be continuing following the Incurrence and either:

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

(2) the Debt is Permitted Debt.

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

(a) Debt of the Issuer evidenced by the Notes and the Note Guarantees;

(b) Debt of Arch Western or a Restricted Subsidiary in respect of Capital Lease Obligations and Purchase Money Debt; *provided* that:

(1) the aggregate principal amount of the Debt does not exceed the Fair Market Value (on the date of the Incurrence of that Debt) of the Property acquired, constructed or leased, and

(2) the aggregate principal amount of all Debt Incurred and then outstanding pursuant to this clause (b) (together with all Permitted Refinancing Debt Incurred and then outstanding in respect of Debt previously Incurred pursuant to this clause (b)) does not exceed, at any one time, 5% of Consolidated Net Tangible Assets;

(c) Debt of Arch Western owing to and held by any Restricted Subsidiary and Debt of a Restricted Subsidiary owing to and held by Arch Western or any Restricted Subsidiary; *provided, however,* that (1) any subsequent issue or transfer of Capital Stock or other event that results in any Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Debt (except to Arch Western or a Restricted Subsidiary) will be deemed, in each case, to constitute the Incurrence of that Debt by the issuer and (2) if a Guarantor is the obligor on that Debt, that Debt is subordinated in right of payment to the Note Guarantee of that Guarantor;

(d) Debt under Interest Rate Agreements entered into by Arch Western or a Restricted Subsidiary for the purpose of managing interest rate risk in the ordinary course of the financial management of Arch Western or the Restricted Subsidiary and not for speculative purposes, *provided* that the obligations under those agreements are directly related to payment obligations on Debt otherwise permitted by the terms of this covenant;

(e) Debt under Currency Exchange Protection Agreements entered into by Arch Western or a Restricted Subsidiary for the purpose of managing currency exchange rate risks directly related to transactions entered into by Arch Western or the Restricted Subsidiary in the ordinary course of business and not for speculative purposes;

(f) Debt under Commodity Price Protection Agreements entered into by Arch Western or a Restricted Subsidiary in the ordinary course of the financial management of Arch Western or the Restricted Subsidiary and not for speculative purposes;

(g) Debt in connection with one or more standby letters of credit or performance or surety bonds or completion guarantees issued by Arch Western or a Restricted Subsidiary in the ordinary course of business or pursuant to self-insurance obligations and not in connection with the borrowing of money or the obtaining of advances or credit;

(h) Debt of Arch Western or a Restricted Subsidiary outstanding on the Issue Date not otherwise described in clauses (a) through (g) above;

(i) other Debt of Arch Western or any Subsidiary Guarantor in an aggregate principal amount outstanding at any one time not to exceed $100.0 million;

(j) Permitted Refinancing Debt Incurred in respect of Debt Incurred pursuant to clause (1) of the first paragraph of this covenant and clauses (b) and (h) above; and

(k) Debt consisting of installment payment obligations to the federal government in connection with the acquisition of coal leases in the ordinary course of business and consistent with past practices.

Notwithstanding anything to the contrary contained in this covenant,

(a) Arch Western may not permit any Restricted Subsidiary that is not a Guarantor to Incur any Debt pursuant to this covenant if the proceeds of that Debt are used, directly or indirectly, to Refinance any Debt of any Guarantor; and

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

For purposes of determining compliance with this covenant in the event that an item of Debt meets the criteria of more than one of the categories of Permitted Debt described in clauses (a) through (j) above or is entitled to be incurred pursuant to clause (1) of the first paragraph of this covenant, Arch Western will, in its sole discretion, classify the item of Debt in any manner that complies with this covenant.

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

(a) a Default or Event of Default has occurred and is continuing;

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

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

(1) 50% of the aggregate amount of Consolidated Net Income of Arch Western accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter during which the Issue Date occurs to the end of the most recent fiscal quarter ending at least 45 days prior to the date of the Restricted Payment (or if the aggregate amount of Consolidated Net Income of Arch Western for that period will be a deficit, minus 100% of that deficit), plus

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

(3) the sum of:

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

(B) the aggregate amount by which Debt (other than Subordinated Obligations) of Arch Western or any Restricted Subsidiary is reduced on Arch Western's consolidated balance sheet on or after the Issue Date upon the conversion or exchange of any Debt issued or sold on or prior to the Issue Date that is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of Arch Western,

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

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

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

plus

(4) an amount equal to the sum of:

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

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

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

Notwithstanding the foregoing limitation, Arch Western may:

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

(b) purchase, repurchase, redeem, legally defease, acquire or retire for value Capital Stock of Arch Western or Subordinated Obligations in exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of Arch Western (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of Arch Coal or an employee stock ownership plan or trust established by Arch Coal or any such Subsidiary for the benefit of their employees); *provided, however,* that

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

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

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

(d) repurchase shares of, or options to purchase shares of, common stock of Arch Western or any of its Subsidiaries from current or former officers, directors or employees of Arch Western or any of its Subsidiaries (or permitted transferees of current or former officers, directors or employees), pursuant to the terms of agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which those individuals purchase or sell, or are granted the option to purchase or sell, shares of that common stock; *provided, however,* that the aggregate amount of the repurchases may not exceed $2.5 million in any calendar year and, at the time of the repurchase, no other Default or Event of Default has occurred and is continuing or has resulted from the repurchase; *provided further, however,* that these repurchases will be included in the calculation of the amount of Restricted Payments;

(e) so long as no Default or Event of Default has occurred and is continuing and Arch Western is a limited liability company, make distributions to the ARCO Member (as defined in the LLC Agreement), with respect to any period after March 31, 2003, not to exceed the Tax Amount allocated to the ARCO Member under the LLC Agreement for that period; *provided, however,* that the distributions will be included in the calculation of the amount of Restricted Payments;

(f) so long as no Default or Event of Default has occurred and is continuing, make distributions of the Preferred Return (as defined in the LLC Agreement) to the ARCO Member (as defined in

the LLC Agreement) pursuant to the LLC Agreement in effect on the Issue Date; *provided, however,* that such distribution will be included in the calculation of the amount of Restricted Payments; and

(g) so long as (i) no Default or Event of Default has occurred and is continuing and (ii) Arch Western could incur at least $1.00 of additional Debt pursuant to clause (l) of the first paragraph of the covenant described under "— Limitation on Debt," make loans or advances in cash to Arch Coal out of Available Cash as of the date of the loan or advance; *provided, however,* that the loans or advances will be included in the calculation of the amount of Restricted Payments.

Notwithstanding the prior two paragraphs, any Restricted Payment to, or Permitted Investments in, Arch Coal or any of its Affiliates (other than Arch Western or a Restricted Subsidiary) will be in the form of a loan for cash which will be evidenced by Arch Coal Notes that are immediately pledged to the Trustee on behalf of the holders of the Notes.

Limitation on Liens. Arch Western may not, and may not permit any Restricted Subsidiary to, directly or indirectly, Incur or suffer to exist, any Lien on the Arch Coal Notes, except for the Liens securing the Notes and Additional Notes and Liens described in clause (k) of the definition of Permitted Liens.

Arch Western may not, and may not permit any Restricted Subsidiary to, directly or indirectly, Incur or suffer to exist, any Lien (other than Permitted Liens) upon any of its Property (including Capital Stock of a Restricted Subsidiary), whether owned at the Issue Date or thereafter acquired, or any interest in any of its Property or any income or profits therefrom, unless it has made or will make effective provision whereby the Notes or any Note Guarantee will be secured by that Lien equally and ratably with (or, if the other Debt constitutes Subordinated Obligations, prior to) all other Debt of Arch Western or any Restricted Subsidiary secured by that Lien for so long as that other Debt is secured by that Lien.

Limitation on Asset Sales. Arch Western may not, and may not permit any Restricted Subsidiary, to, directly or indirectly, sell, transfer or otherwise dispose of (including by means of a merger, consolidation or similar transaction) any shares of Capital Stock of the Issuer, Arch Western Notes or the Arch Coal Notes. Arch Western may not, and may not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Sale unless:

(a) Arch Western or the Restricted Subsidiary receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the Property subject to the Asset Sale;

(b) at least 75% of the consideration paid to Arch Western or the Restricted Subsidiary in connection with the Asset Sale is in the form of cash or Cash Equivalents or the assumption by the purchaser of liabilities of Arch Western or any Restricted Subsidiary (other than contingent liabilities or liabilities that are by their terms subordinated to the Notes) as a result of which Arch Western and the Restricted Subsidiaries are no longer obligated with respect to those liabilities; and

(c) Arch Western delivers an Officers' Certificate to the Trustee certifying that the Asset Sale complies with the foregoing clauses (a) and (b).

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

(a) Repay any Debt of Arch Western or the Restricted Subsidiary (other than Subordinated Obligations); or

(b) reinvest in Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by Arch Western or another Restricted Subsidiary).

Any Net Available Cash from an Asset Sale (other than an Asset Sale consisting of all of the Capital Stock of Canyon Fuel or Mountain Coal) not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of the Net Available Cash or that is not segregated from the general

funds of Arch Western for investment in identified Additional Assets in respect of a project that has been commenced, and for which binding contractual commitments have been entered into, prior to the end of the 365-day period and that has not have been completed or abandoned will constitute "Excess Proceeds;" *provided, however,* that the amount of any Net Available Cash that ceases to be so segregated as contemplated above and any Net Available Cash that is segregated in respect of a project that is abandoned or completed also will constitute "Excess Proceeds" at the time any such Net Available Cash ceases to be so segregated or at the time the relevant project is so abandoned or completed, as applicable; *provided further, however,* that the amount of any Net Available Cash that continues to be segregated for investment and that is not actually reinvested within 24 months from the date of the receipt of the Net Available Cash also will constitute "Excess Proceeds." Any Net Available Cash from an Asset Sale consisting of all of the Capital Stock of Canyon Fuel or Mountain Coal not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of the Net Available Cash will be segregated from the general funds of Arch Western and invested in cash or Cash Equivalents pending application in accordance with the preceding paragraph.

When the aggregate amount of Excess Proceeds (including income earned on those Excess Proceeds) exceeds $20.0 million, the Issuer will be required to make an offer to repurchase (the "Prepayment Offer") the Notes, which offer will be in the amount of the Allocable Excess Proceeds (rounded to the nearest $1,000), on a *pro rata* basis according to principal amount, at a purchase price equal to 100% of that principal amount, plus accrued and unpaid interest to the repurchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), in accordance with the procedures (including prorating in the event of oversubscription) set forth in the Indenture. To the extent that any portion of the amount of Net Available Cash remains after compliance with the preceding sentence, and provided that all holders of Notes have been given the opportunity to tender their Notes for repurchase in accordance with the Indenture, Arch Western or a Restricted Subsidiary may use the remaining amount for any purpose permitted by the Indenture, and the amount of Excess Proceeds will be reset to zero.

The term "Allocable Excess Proceeds" means the product of:

(a) the Excess Proceeds and

(b) a fraction,

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

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

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

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict

with provisions of this covenant, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

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

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

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

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

The foregoing limitations will not apply:

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

(A) in effect on the Issue Date (including, without limitation, restrictions pursuant to the Notes and the Indenture);

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

(C) that result from any amendment, restatement, renewal or replacement of an agreement referred to in clause (1)(A) or (B) above or in clause (2)(A) or (B) below, *provided* the restrictions are not less favorable, taken as a whole, to the holders of Notes than those under the agreement evidencing the Debt so Refinanced, and

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

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

(B) encumbering Property at the time that Property was acquired by Arch Western or any of its Restricted Subsidiaries, so long as the restrictions relate solely to the Property so acquired and were not created in connection with or in anticipation of that acquisition;

(C) resulting from customary provisions restricting subletting or assignment of leases or customary provisions in other agreements that restrict assignment of those agreements or rights under those agreements; or

(D) that are customary and that are contained in asset sale agreements limiting the transfer of the Property pending the closing of that sale.

Limitation on Transactions with Affiliates. Arch Western may not, and may not permit any Restricted Subsidiary to, directly or indirectly, conduct any business or enter into or suffer to exist any transaction or series of transactions (including the purchase, sale, transfer, assignment, lease, conveyance or exchange of any Property or the rendering of any service) with, or for the benefit of, any Affiliate of Arch Western (an "Affiliate Transaction"), unless:

(a) the terms of the Affiliate Transaction are:

(1) set forth in writing;

(2) in the best interest of Arch Western or the Restricted Subsidiary, as the case may be; and

(3) no less favorable to Arch Western or the Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable arm's-length transaction with a Person that is not an Affiliate of Arch Western;

(b) if the Affiliate Transaction involves aggregate payments or value in excess of $5.0 million, the Board of Directors (including at least a majority of the disinterested members of the Board of Directors) approves the Affiliate Transaction and, in its good faith judgment, believes that the Affiliate Transaction complies with clauses (a)(2) and (3) of this paragraph as evidenced by a Board Resolution promptly delivered to the Trustee; *provided, however,* if there are no disinterested members of the Board of Directors, Arch Western must receive a written opinion from an Independent Financial Advisor described in clause (c) below; and

(c) if the Affiliate Transaction involves aggregate payments or value in excess of $25.0 million, Arch Western obtains a written opinion from an Independent Financial Advisor to the effect that the consideration to be paid or received in connection with the Affiliate Transaction is fair, from a financial point of view, to Arch Western and its Restricted Subsidiaries.

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

(a) any transaction or series of transactions between Arch Western and one or more Restricted Subsidiaries or between two or more Restricted Subsidiaries in the ordinary course of business, *provided* that no more than 5% of the total voting power of the Voting Stock (on a fully diluted basis) of any such Restricted Subsidiary is owned by an Affiliate of Arch Western (other than a Restricted Subsidiary);

(b) any Restricted Payment (other than an Investment) permitted to be made pursuant to the first paragraph of the covenant described under "— Limitation on Restricted Payments;"

(c) the payment of compensation (including amounts paid pursuant to employee benefit plans) for the personal services of officers, directors and employees of Arch Western or any of its Restricted Subsidiaries, so long as the Board of Directors in good faith has approved the terms thereof and deemed the services to be performed for that compensation to be fair consideration;

(d) loans and advances to employees made in the ordinary course of business permitted by law and consistent with the past practices of Arch Western or the Restricted Subsidiary, as the case may be, *provided* that the loans and advances do not exceed $2.5 million in the aggregate at any one time outstanding;

(e) agreements in effect on the Issue Date and described in this prospectus and any modifications, extensions or renewals thereto that are no less favorable to Arch Western or any Restricted Subsidiary than the agreements as in effect on the Issue Date; and

(f) the Arch Coal Notes.

Limitation on Sale and Leaseback Transactions. Arch Western may not, and may not permit any of its Restricted Subsidies to, enter into any Sale and Leaseback Transaction with respect to any Property unless:

(a) Arch Western or the Restricted Subsidiary would be entitled to:

(1) Incur Debt in an amount equal to the Attributable Debt with respect to the Sale and Leaseback Transaction pursuant to the covenant described under "— Limitation on Debt;" and

(2) create a Lien on the Property securing that Attributable Debt without also securing the Notes or the applicable Note Guarantee pursuant to the covenant described under "— Limitation on Liens;" and

(b) the Sale and Leaseback Transaction is effected in compliance with the covenant described under "— Limitation on Asset Sales."

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

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

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

(b) either:

(1) the Subsidiary to be so designated has total assets of $1,000 or less; or

(2) the designation is effective immediately upon that entity becoming a Subsidiary of Arch Western.

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

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

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

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

(y) no Default or Event of Default has occurred and is continuing or would result from the designation.

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

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

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

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

Guarantees by Restricted Subsidiaries. Arch Western may not permit any Restricted Subsidiary that is not a Guarantor, directly or indirectly, to Guarantee or secure the payment of any other Debt of Arch Western or any of its Restricted Subsidiaries unless the Restricted Subsidiary simultaneously executes and delivers a supplemental indenture to the Indenture providing for a Subsidiary Guarantee of the payment of the Notes by the Restricted Subsidiary; *provided* that this paragraph will not be applicable to:

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

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

(iii) Permitted Liens.

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

Merger, Consolidation and Sale of Property

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

(a) Arch Western is the Surviving Person or the Surviving Person (if other than Arch Western) formed by the merger, consolidation or amalgamation or to which the sale, transfer, assignment, lease, conveyance or disposition is made will be a limited liability company or corporation organized and existing under the laws of the United States of America, any state thereof or the District of Columbia;

(b) the Surviving Person (if other than Arch Western) expressly assumes, by supplemental indenture in form satisfactory to the Trustee, executed and delivered to the Trustee by the Surviving Person, the due and punctual performance and observance of all the obligations of the Indenture, the Arch Western Guarantee or the Security Documents, to be performed by Arch Western;

(c) in the case of a sale, transfer, assignment, lease, conveyance or other disposition of all or substantially all the Property, that Property will have been transferred as an entirety or virtually as an entirety to one Person;

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

(e) immediately after giving effect to the transaction or series of transactions on a *pro forma* basis, at least $1.00 of additional Debt would be able to be Incurred under clause (1) of the first paragraph of the covenant described under "— Certain Covenants — Limitation on Debt;"

(f) Arch Western will deliver, or cause to be delivered, to the Trustee, in form and substance reasonably satisfactory to the Trustee, an Officers' Certificate and an Opinion of Counsel, each stating that the transaction or series of transactions and the supplemental indenture, if any, comply with this covenant and that all conditions precedent in this covenant relating to that transaction or series of transactions have been satisfied; and

(g) Arch Western will have delivered to the Trustee an Opinion of Counsel to the effect that the holders will not recognize income, gain or loss for Federal income tax purposes as a result of the transaction and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the transaction had not occurred.

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

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

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

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

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

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

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

(b) a lease,

will not be released from any of the obligations or covenants under the Indenture.

Payments for Consents

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

SEC Reports

Notwithstanding that Arch Coal or Arch Western may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, Arch Coal and Arch Western will file with the Commission and

provide the Trustee and holders of Notes with the annual reports and the information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to those Sections, such information, documents and reports to be so filed with the Commission and provided at the times specified for the filing of such information, documents and reports under such Sections; *provided, however*, that Arch Coal and Arch Western will not be so obligated to file such information, documents and reports with the Commission if the Commission does not permit those filings; *provided further, however*, that Arch Coal and Arch Western will be required to provide to the Trustee and the holders of Notes any such information, documents or reports that are not are so filed.

Events of Default

Events of Default in respect of the Notes include:

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

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

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

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

(5) a default under any Debt by Arch Western or any Restricted Subsidiary that results in acceleration of the maturity of the Debt, or failure to pay any such Debt at maturity, in an aggregate amount greater than $25.0 million or its foreign currency equivalent at the time (the "cross acceleration provisions");

(6) any judgment or judgments for the payment of money in an aggregate amount in excess of $25.0 million (or its foreign currency equivalent at the time) that is rendered against Arch Western or any Restricted Subsidiary and that is not be waived, satisfied or discharged for any period of 30 consecutive days during which a stay of enforcement is not in effect (the "judgment default provisions");

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

(8) any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under any Note Guarantee; and

(9) the legal impairment of the security interests under the Security Documents for any reason other than the satisfaction in full of all obligations under the Indenture and discharge of the Security Documents or any security interest created thereunder is declared invalid or unenforceable or Arch Western or any of its Subsidiaries asserting, in any pleading in any court of competent jurisdiction, that any such security interest is invalid or unenforceable (the "security default provisions").

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

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

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

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

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

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

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

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

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

Amendments and Waivers

Subject to certain exceptions, Arch Western, the Issuer and the Trustee with the consent of the registered holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes) may amend the Indenture and the Notes, the Note Guarantees or the Security Documents and the registered holders of at least a majority in aggregate principal amount of the Notes outstanding may waive any past default or compliance with any provisions of the Indenture, the Notes, the Note Guarantees or the Security Documents (except a default in the payment of principal, premium or interest and certain covenants and provisions of the Indenture which cannot be amended without the consent of each holder of

an outstanding Note). However, without the consent of each holder of an outstanding Note, no amendment may, among other things,

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

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

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

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

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

(6) release any security interest that may have been granted in favor of the holders of the Notes other than pursuant to the terms of the security interest;

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

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

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

(10) modify or change any provision of the Indenture affecting the ranking of the Notes or the Note Guarantees in a manner adverse to the holders of the Notes (it being understood that amendments or waivers of Security Documents or releases of Liens on the Arch Coal Notes do not relate to ranking); or

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

The Indenture and the Notes may be amended by Arch Western, the Issuer and the Trustee without the consent of any holder of the Notes to:

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

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

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

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

(e) secure the Notes, add to the covenants of the Issuer for the benefit of the holders of the Notes or surrender any right or power conferred upon the Issuer;

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

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

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

The consent of the holders of the Notes is not necessary to approve the particular form of any proposed amendment. It is sufficient if the consent approves the substance of the proposed amendment. After an amendment becomes effective, the Issuer is required to mail to each registered holder of the Notes at the holder's address appearing in the Security Register a notice briefly describing the amendment. However, neither the failure to give notice to all holders of the Notes nor any defect in the notice will impair or affect the validity of the amendment.

Defeasance

Arch Western and the Issuer at any time may terminate all of their obligations under the Notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the Notes, to replace mutilated, destroyed, lost or stolen Notes and to maintain a registrar and paying agent in respect of the Notes. Arch Western and the Issuer at any time may terminate:

(1) their obligations under the covenants described under "— Repurchase at the Option of Holders Upon a Change of Control" and "— Certain Covenants;"

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

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

Arch Western and the Issuer may exercise their legal defeasance option notwithstanding their prior exercise of its covenant defeasance option.

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

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

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

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

(c) 123 days pass after the deposit is made, and during the 123-day period, no Default described in clause (7) under "— Events of Default" occurs with respect to Arch Western or the Issuer or any other Person making the deposit which is continuing at the end of the period;

(d) no Default or Event of Default has occurred and is continuing on the date of the deposit and after giving effect thereto;

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

(f) Arch Western or the Issuer delivers to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940;

(g) in the case of the legal defeasance option, Arch Western or the Issuer delivers to the Trustee an Opinion of Counsel stating that:

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

(2) since the date of the Indenture there has been a change in the applicable Federal income tax law, to the effect that, and based upon that change the Opinion of Counsel will confirm that, the holders of the Notes will not recognize income, gain or loss for Federal income tax purposes as a result of the defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same time as would have been the case if the defeasance has not occurred;

(h) in the case of the covenant defeasance option, Arch Western or the Issuer delivers to the Trustee an Opinion of Counsel to the effect that the holders of the Notes will not recognize income, gain or loss for Federal income tax purposes as a result of the covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the covenant defeasance had not occurred; and

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

Governing Law

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

The Trustee

The Bank of New York is the Trustee under the Indenture.

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

Certain Definitions

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

"Additional Assets" means:

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

(b) Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of that Capital Stock by Arch Western or another Restricted Subsidiary from any Person other than

Arch Western or an Affiliate of Arch Western; *provided, however,* that, in the case of clause (b), the Restricted Subsidiary is primarily engaged in a Permitted Business.

"Affiliate" of any specified Person means:

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

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

(1) the specified Person;

(2) any Subsidiary of the specified Person; or

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

For the purposes of this definition, "control," when used with respect to any Person, means the power to direct the management and policies of the Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. For purposes of the covenants described under "— Certain Covenants — Limitation on Transactions with Affiliates" and "Limitation on Asset Sales" and the definition of "Additional Assets" only, "Affiliate" also means any beneficial owner of shares representing 5% or more of the total voting power of the Voting Stock (on a fully diluted basis) of Arch Western or of rights or warrants to purchase the Voting Stock (whether or not currently exercisable) and any Person who would be an Affiliate of any such beneficial owner pursuant to the first sentence hereof.

"Arch Coal Notes" means all existing and future unsubordinated demand promissory notes issued by Arch Coal to Arch Western as consideration for loans and advances made by Arch Western to Arch Coal or any of its Affiliates (other than Arch Western or a Restricted Subsidiary), which will bear interest payable no less frequently than quarterly from the date made until paid in full at a rate per annum no less favorable to Arch Western than if that loan or advance had been made by an unaffiliated financial institution.

"Arch Western Note" means a demand promissory note issued by Arch Western to the Issuer as consideration for the proceeds from the offering of the Notes or any Additional Notes advanced to Arch Western by the Issuer. Each Arch Western Note issued will be in an amount equal to the aggregate principal amount of the Notes or Additional Notes issued.

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

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

(b) any other Property of Arch Western or any of its Restricted Subsidiaries outside of the ordinary course of business of Arch Western or the Restricted Subsidiary,

other than, in the case of clause (a) or (b) above,

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

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

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

(4) any disposition in a single transaction or a series of related transactions of assets for aggregate consideration of less than $5.0 million.

"Attributable Debt" in respect of a Sale and Leaseback Transaction means, at any date of determination,

(a) if the Sale and Leaseback Transaction is a Capital Lease Obligation, the amount of Debt represented thereby according to the definition of "Capital Lease Obligations;" and

(b) in all other instances, the greater of:

(1) the Fair Market Value of the Property subject to the Sale and Leaseback Transaction; and

(2) the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in the Sale and Leaseback Transaction (including any period for which the lease has been extended).

"Available Cash" means, as of any date, the cash of Arch Western as of the date less amounts necessary to pay for operating expenses, interest, principal and sinking fund payments on indebtedness, capital expenditures, improvements and replacements, contingencies, reserves and other expenses of Arch Western and its Subsidiaries and less any Net Available Cash received from an Asset Sale consisting of all of the Capital Stock of Canyon Fuel or Mountain Coal not used to Repay any Debt of Arch Western (other than Subordinated Obligations) or reinvest in Additional Assets (including by reason of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by Arch Western).

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

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

(b) the sum of all such payments.

"Board of Directors" means the board of directors, or equivalent, of Arch Western; *provided, however,* that if no such entity exists, "Board of Director" means the board of directors of Arch Coal or, if Arch Coal does not control Arch Western, the board of directors, or equivalent, of the Person that controls Arch Western; *provided further, however,* that for purposes of Affiliate Transactions with Arch Coal or its Affiliates (other than Arch Western or a Restricted Subsidiary) under "— Certain Covenants — Limitations on Transactions with Affiliates," "Board of Directors" means the board of directors, or equivalent, of Arch Western.

"Canyon Fuel" means Canyon Fuel Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware.

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

"Capital Stock" means, with respect to any Person, any shares or other equivalents (however designated) of any class of corporate stock or partnership or limited liability company interests or any

other participations, rights, warrants, options or other interests in the nature of an equity interest in that Person, including Preferred Stock, but excluding any debt security convertible or exchangeable into that equity interest.

"Capital Stock Sale Proceeds" means the aggregate cash proceeds received by Arch Western from the issuance or sale (other than to a Subsidiary of Arch Coal or an employee stock ownership plan or trust established by Arch Coal or any such Subsidiary for the benefit of their employees) by Arch Western of its Capital Stock (other than Disqualified Stock) after the Issue Date, net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with the issuance or sale and net of taxes or Tax Amount paid or payable as a result thereof.

"Cash Equivalents" means any of the following:

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

(b) Investments in time deposit accounts, certificates of deposit and money market deposits maturing within 90 days of the date of acquisition thereof issued by a bank or trust company organized under the laws of the United States of America or any state thereof having capital, surplus and undivided profits aggregating in excess of $500 million and whose long-term debt is rated "A-3" or "A-" or higher according to Moody's or S&P (or a similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Rule 436 under the Securities Act));

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

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

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

(d) Investments in commercial paper, maturing not more than 90 days after the date of acquisition, issued by a corporation (other than an Affiliate of Arch Western) organized and in existence under the laws of the United States of America with a rating at the time as of which any Investment therein is made of "P-1" (or higher) according to Moody's or "A-1" (or higher) according to S&P (or a similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Rule 436 under the Securities Act)); and

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

(1) the long-term debt of that state is rated "A-3" or "A-" or higher according to Moody's or S&P (or a similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Rule 436 under the Securities Act)), and

(2) the obligations mature within 180 days of the date of acquisition.

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

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

immediately or only after the passage of time), directly or indirectly, of 50% or more of the total voting power of the Voting Stock of Arch Western (for purposes of this clause (a), a person or group will be deemed to beneficially own any Voting Stock of a corporation held by any other corporation (the "parent corporation") so long as the person or group beneficially owns, directly or indirectly, in the aggregate at least a majority of the total voting power of the Voting Stock of the parent corporation); or

(b) the sale, transfer, assignment, lease, conveyance or other disposition, directly or indirectly, of all or substantially all the Property of Arch Western and its Restricted Subsidiaries, considered as a whole (other than a disposition of that Property as an entirety or virtually as an entirety to a Wholly Owned Restricted Subsidiary of Arch Western), has occurred, or Arch Western merges, consolidates or amalgamates with or into any other Person or any other Person merges, consolidates or amalgamates with or into Arch Western in any such event pursuant to a transaction in which the outstanding Voting Stock of Arch Western is reclassified into or exchanged for cash, securities or other Property, other than a transaction where:

(1) the outstanding Voting Stock of Arch Western is reclassified into or exchanged for other Voting Stock of Arch Western or for Voting Stock of the Surviving Person, and

(2) the holders of the Voting Stock of Arch Western immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of Arch Western, or the Surviving Person immediately after the transaction and in substantially the same proportion as before the transaction; or

(c) during any period of two consecutive years, individuals who at the beginning of that period constituted the Board of Directors (together with any new directors whose election or appointment by that Board or whose nomination for election by the shareholders of Arch Western, Arch Coal or the other Person who controls Arch Western, as applicable, was approved by a vote of not less than three-fourths of the directors then still in office who were either directors at the beginning of that period or whose election or nomination for election was previously so approved) cease for any reason to constitute at least a majority of the Board of Directors then in office; or

(d) the adoption of any plan of liquidation or dissolution of Arch Coal, Arch Western or the Issuer; or

(e) the first day on which (1) Arch Coal's direct or indirect percentage ownership of the Capital Stock of Arch Western is less than 80% or (2) Arch Coal ceases to control (as defined in the definition of "Affiliate") Arch Western.

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

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

"Commodity Price Protection Agreement" means, in respect of a Person, any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement designed to protect that Person against fluctuations in commodity prices.

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

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

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

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

(a) the aggregate amount of EBITDA of that Person for the most recent four consecutive fiscal quarters ending at least 45 days prior to the determination date to

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

provided, however, that:

(1) if

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

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

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

(2) if

(A) since the beginning of that period that Person or any Restricted Subsidiary of that Person has made any Asset Sale or an Investment (by merger or otherwise) in any Restricted Subsidiary of that Person (or any Person which becomes a Restricted Subsidiary of that Person) or an acquisition of Property which constitutes all or substantially all of an operating unit of a business;

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

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

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

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

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

(a) interest expense attributable Capital Lease Obligations;

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

(c) capitalized interest;

(d) non-cash interest expense;

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

(f) net costs associated with Hedging Obligations (including amortization of fees);

(g) Disqualified Stock Dividends;

(h) Preferred Stock Dividends;

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

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

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

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

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

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

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

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

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

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

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

(d) any extraordinary gain or loss;

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

(f) any non-cash compensation expense realized for grants of performance shares, stock options or other rights to officers, directors and employees of that Person or any Restricted Subsidiary, *provided* that those shares, options or other rights can be redeemed at the option of the holder only for Capital Stock of that Person (other than Disqualified Stock).

Notwithstanding the foregoing, for purposes of the covenant described under "— Certain Covenants — Limitation on Restricted Payments" only, there will be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of Property from Unrestricted Subsidiaries to that Person or a Restricted Subsidiary to the extent those dividends, repayments or transfers increase the amount of Restricted Payments permitted by clause (c)(4) of that covenant.

"Consolidated Net Tangible Assets" means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of Arch Western and its consolidated Restricted Subsidiaries, less any amounts attributable to non-Wholly Owned Restricted Subsidiaries that are not consolidated with Arch Western and plus the portion of the consolidated net tangible assets of a non-Wholly Owned Restricted Subsidiary that is not consolidated with Arch Western equal to the percentage of its outstanding Capital Stock owned by Arch Western and its Restricted Subsidiaries, as of the end of the most recent fiscal quarter ending at least 45 days prior to the determination date as the total assets (less accumulated depreciation and amortization, allowances for doubtful receivables, other applicable reserves and other properly deductible items) of Arch Western and its Restricted Subsidiaries, after giving effect to purchase accounting and after deducting therefrom Consolidated Current Liabilities and, to the extent otherwise included, the amounts of (without duplication):

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

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

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

"Currency Exchange Protection Agreement" means, in respect of a Person, any foreign exchange contract, currency swap agreement, currency option or other similar agreement or arrangement designed to protect that Person against fluctuations in currency exchange rates.

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

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

(1) debt of that Person for money borrowed, and

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

(b) all Capital Lease Obligations of that Person and all Attributable Debt in respect of Sale and Leaseback Transactions entered into by that Person;

(c) all obligations of that Person representing the deferred purchase price of Property, all conditional sale obligations of that Person and all obligations of that Person under any title retention agreement (but excluding trade accounts payable arising in the ordinary course of business);

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

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

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

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

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

The amount of Debt of any Person at any date will be the outstanding balance, or the accreted value of that Debt in the case of Debt issued with original issue discount, at that date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at that date. The amount of Debt represented by a Hedging Obligation will be equal to:

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

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

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

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

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

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

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

on or prior to, in the case of clause (a), (b) or (c), the first anniversary of the Stated Maturity of the Notes.

"Disqualified Stock Dividends" of a Person means all dividends with respect to Disqualified Stock of that Person held by Persons other than a Wholly Owned Restricted Subsidiary of that Person. The amount of any such dividend will be equal to the quotient of that dividend divided by the difference between one and the maximum statutory federal income tax rate (expressed as a decimal number between 1 and 0) then applicable to that Person (or if that Person is a limited liability company, the tax rate used to calculate the Tax Amount).

"Domestic Subsidiary" means any Restricted Subsidiary of Arch Western other than a Foreign Subsidiary.

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

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

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

(2) Consolidated Interest Expense;

(3) depreciation;

(4) amortization of intangibles;

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

(6) to the extent not included in (1) through (5) above, the portion of any of the items described in (1) through (5) above of a non-Wholly Owned Restricted Subsidiary that is not consolidated with that Person equal to the percentage of the outstanding common Capital Stock of the non-Wholly Owned Restricted Subsidiary owned by that Person and its Restricted Subsidiaries, minus

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

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

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

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

"Exchange Notes" means the notes issued in exchange for the Notes issued in this offering or any Additional Note pursuant to the registration rights agreement described under "Exchange Offer; Registration Rights" or any similar registration rights agreement with respect to any Additional Notes.

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

(a) if the Property has a Fair Market Value equal to or less than $5.0 million, by any Officer; or

(b) if the Property has a Fair Market Value in excess of $5.0 million, by at least a majority of the disinterested members of the Board of Directors and evidenced by a Board Resolution, dated within 30 days of the relevant transaction, delivered to the Trustee.

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

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

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

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

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

(d) the rules and regulations of the Commission governing the inclusion of financial statements (including *pro forma* financial statements) in periodic reports required to be filed pursuant to

Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the Commission.

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

(a) to purchase or pay (or advance or supply funds for the purchase or payment of) the Debt of the other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

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

provided, however, that the term "Guarantee" does not include:

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

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

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

"Guarantor" means Arch Western, the Subsidiary Guarantors, and any Subsidiary of Arch Western that has issued a Guarantee in favor of the Notes.

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

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

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

"Independent Financial Advisor" means an investment banking firm of national standing or any third party appraiser of national standing, *provided* that the firm or appraiser is not an Affiliate of Arch Western.

"Interest Rate Agreement" means, for any Person, any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement designed to protect against fluctuations in interest rates.

"Investment" by any Person means any direct or indirect loan, advance or other extension of credit or capital contribution (by means of transfers of cash or other Property to others or payments for Property or services for the account or use of others, or otherwise) to, or Incurrence of a Guarantee of any obligation of, or purchase or acquisition of Capital Stock, bonds, notes, debentures or other securities or evidence of Debt issued by, any other Person. For purposes of the covenants described under "— Certain Covenants — Limitation on Restricted Payments" and "— Designation of Restricted and Unrestricted Subsidiaries" and the definition of "Restricted Payment," the term "Investment" includes the portion (proportionate to Arch

Western's or a Restricted Subsidiary's equity interest in the Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of Arch Western at the time that the Subsidiary is designated an Unrestricted Subsidiary; *provided, however,* that upon a redesignation of the Subsidiary as a Restricted Subsidiary, Arch Western will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary of an amount (if positive) equal to:

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

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

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

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

"Issue Date" means the date on which the Notes are initially issued.

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

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

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

"Mountain Coal" means Mountain Coal Company, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware.

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

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

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

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

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

"Note Guarantees" means the Arch Western Guarantee and the Subsidiary Guarantees.

"Officer" means the Chief Executive Officer, the President, the Chief Financial Officer or any Executive Vice President of Arch Western, or, in the event none of those officers exist, of Arch Coal or the Person who controls Arch Western.

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

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

"Permitted Business" means any business that is related, ancillary or complementary to the businesses of Arch Western and its Restricted Subsidiaries on the Issue Date.

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

(a) Arch Western or any Restricted Subsidiary;

(b) any Person that will, upon the making of the Investment, become a Restricted Subsidiary, *provided* that the primary business of the Restricted Subsidiary is a Permitted Business;

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

(d) Cash Equivalents;

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

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

(g) loans and advances to employees made in the ordinary course of business permitted by law and consistent with past practices of Arch Western or the Restricted Subsidiary, as the case may be; *provided* that the loans and advances do not exceed $2.5 million in the aggregate at any one time outstanding;

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

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

(j) Investments in Permitted Joint Ventures in an aggregate amount, together with all other Investments made pursuant to this clause (j), not to exceed 5.0% of Consolidated Net Tangible Assets; and

(k) other Investments made for Fair Market Value that do not exceed $50.0 million in the aggregate outstanding at any one time.

"Permitted Joint Ventures" means any Person which is, directly or indirectly, through its Subsidiaries or otherwise, engaged principally in a Permitted Business, and the Capital Stock (or securities convertible into Capital Stock) of which is owned by Arch Western or one or more of its Restricted Subsidiaries and one or more other Person other than Arch Coal or any of its Subsidiaries or Affiliates.

"Permitted Liens" means:

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

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

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

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

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

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

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

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

(i) Liens existing on the Issue Date not otherwise described in clauses (a) through (h) above;

(j) Liens on the Property of Arch Coal or any Restricted Subsidiary to secure any Refinancing, in whole or in part, of any Debt secured by Liens referred to in clause (a), (e), (f) or (i) above;

provided, however, that any such Lien will be limited to all or part of the same Property that secured the original Lien (together with improvements and accessions to the Property), and the aggregate principal amount of Debt that is secured by the Lien will not be increased to an amount greater than the sum of:

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

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

(k) Liens on the Arch Coal Notes to secure Debt under a credit facility of Arch Western in an aggregate principal amount not to exceed $100.0 million at any one time outstanding; and

(l) Liens not otherwise permitted by clauses (a) through (k) above encumbering Property having an aggregate Fair Market Value not in excess of 5.0% of Consolidated Net Tangible Assets.

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

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

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

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

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

(c) the Stated Maturity of the Debt is no earlier than the Stated Maturity of the Debt being Refinanced; and

(d) the new Debt will not be senior in right of payment to the Debt that is being Refinanced;

provided, however, that Permitted Refinancing Debt does not include:

(x) Debt of a Subsidiary of Arch Western that is not a Subsidiary Guarantor that Refinances Debt of Arch Western or a Subsidiary Guarantor, or

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

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

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

"Preferred Stock Dividends" of a Person means all dividends with respect to Preferred Stock of Restricted Subsidiaries of that Person held by Persons other than that Person or a Wholly Owned Restricted Subsidiary of that Person. The amount of any such dividend will be equal to the quotient of the dividend divided by the difference between one and the maximum statutory federal income rate (expressed as a decimal number between 1 and 0) then applicable to the issuer of the Preferred Stock (or if the issuer is a limited liability company, the tax rate used to calculate the Tax Amount).

"pro forma" means, with respect to any calculation made or required to be made pursuant to the terms hereof, a calculation performed in accordance with Article 11 of Regulation S-X promulgated under the Securities Act, as interpreted in good faith by the Board of Directors after consultation with the independent certified public accountants of Arch Western, or otherwise a calculation made in good faith by the Board of Directors after consultation with the independent certified public accountants of Arch Western, as the case may be.

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

"Public Equity Offering" means an underwritten public offering of common Capital Stock (other than Disqualified Stock) of Arch Western pursuant to an effective registration statement under the Securities Act.

"Purchase Money Debt" means Debt:

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

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

provided, however, that the Debt is Incurred within 180 days after the acquisition, construction or lease of the Property by Arch Western or the Restricted Subsidiary.

"Rating Agencies" means Moody's and S&P.

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

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

"Restricted Payment" means:

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

(b) the purchase, repurchase, redemption, acquisition or retirement for value of any Capital Stock of Arch Western or any Restricted Subsidiary (other than from Arch Western or a Restricted Subsidiary) or any securities exchangeable for or convertible into any such Capital Stock, including the exercise of any option to exchange any Capital Stock (other than for or into Capital Stock of Arch Western that is not Disqualified Stock);

(c) the purchase, repurchase, redemption, acquisition or retirement for value, prior to the date for any scheduled maturity, sinking fund or amortization or other installment payment, of any Subordinated Obligation (other than the purchase, repurchase or other acquisition of any Subordinated Obligation purchased in anticipation of satisfying a scheduled maturity, sinking fund or amortization or other installment obligation, in each case due within one year of the date of acquisition);

(d) any Investment (other than Permitted Investments) in any Person; or

(e) the issuance, sale or other disposition of Capital Stock of any Restricted Subsidiary to a Person other than Arch Western or another Restricted Subsidiary if the result is that the Restricted Subsidiary ceases to be a Restricted Subsidiary, in which event the amount of the "Restricted Payment" will be the Fair Market Value of the remaining interest, if any, in the former Restricted Subsidiary held by Arch Western and the other Restricted Subsidiaries.

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

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

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

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

"Security Documents" means Note Pledge Agreements, any Collateral Trust Agreement and any other documents or instruments pursuant to which a Lien on the Arch Coal Notes is granted.

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

"Special Interest" means the additional interest, if any, to be paid on the Notes as described under "Exchange Offer; Registration Rights."

"Stated Maturity" means, with respect to any security, the date specified in that security as the fixed date on which the payment of principal of that security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of that security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless that contingency has occurred).

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

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

(a) that Person;

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

(c) one or more Subsidiaries of that Person.

"Subsidiary Guarantee" means a Guarantee by a Subsidiary Guarantor of all of the Issuer's obligations with respect to the Notes.

"Subsidiary Guarantor" means any Subsidiary of Arch Western that executes a Guarantee of the Notes.

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

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

"Unrestricted Subsidiary" means:

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

(b) any Subsidiary of an Unrestricted Subsidiary.

After the date upon which Arch Western and its Restricted Subsidiaries cease to be subject to the Specified Covenants, all Unrestricted Subsidiaries will be Restricted Subsidiaries.

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

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

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

Book-Entry System

The Notes will be initially issued in the form of one or more Global Securities registered in the name of The Depository Trust Company ("DTC") or its nominee.

Upon the issuance of a Global Security, DTC or its nominee will credit the accounts of Persons holding through it with the respective principal amounts of the Notes represented by the Global Security purchased by those Persons in the offering. Those accounts will be designated by the initial purchasers. Ownership of beneficial interests in a Global Security will be limited to Persons that have accounts with DTC ("participants") or Persons that may hold interests through participants. Any Person acquiring an interest in a Global Security through an offshore transaction in reliance on Regulation S of the Securities Act may hold that interest through Clearstream Banking, S.A. or Euroclear Bank S.A./ N.V., as operator of the Euroclear System. Ownership of beneficial interests in a Global Security will be shown on, and the transfer of that ownership interest will be effected only through, records maintained by DTC (with respect to participants' interests) and those participants (with respect to the owners of beneficial interests in the Global Security other than participants). The laws of some jurisdictions require that certain purchasers of securities take physical delivery of the securities in definitive form. Those limits and those laws may impair the ability to transfer beneficial interests in a Global Security.

Payment of principal of and interest on Notes represented by a Global Security will be made in immediately available funds to DTC or its nominee, as the case may be, as the sole registered owner and the sole holder of the Notes represented thereby for all purposes under the Indenture. Arch Western has been advised by DTC that upon receipt of any payment of principal of or interest on any Global Security, DTC will immediately credit, on its book-entry registration and transfer system, the accounts of

participants with payments in amounts proportionate to their respective beneficial interests in the principal or face amount of the Global Security as shown on the records of DTC. Payments by participants to owners of beneficial interests in a Global Security held through those participants will be governed by standing instructions and customary practices as is now the case with securities held for customer accounts registered in "street name" and will be the sole responsibility of those participants.

A Global Security may not be transferred except as a whole by DTC or a nominee of DTC to a nominee of DTC or to DTC. A Global Security is exchangeable for certificated Notes only if:

(a) DTC notifies Arch Western that it is unwilling or unable to continue as a depositary for the Global Security or if at any time DTC ceases to be a clearing agency registered under the Exchange Act;

(b) Arch Western in its discretion at any time determines not to have all the Notes represented by the Global Security; or

(c) there has occurred and is continuing a Default or an Event of Default with respect to the Notes represented by the Global Security.

Any Global Security that is exchangeable for certificated Notes pursuant to the preceding sentence will be exchanged for certificated Notes in authorized denominations and registered in any names as DTC or any successor depositary holding the Global Security may direct. Subject to the foregoing, a Global Security is not exchangeable, except for a Global Security of like denomination to be registered in the name of DTC or any successor depositary or its nominee. In the event that a Global Security becomes exchangeable for certificated Notes,

(1) certificated Notes will be issued only in fully registered form in denominations of $1,000 or integral multiples thereof;

(2) payment of principal of, and premium, if any, and interest on, the certificated Notes will be payable, and the transfer of the certificated Notes will be registrable, at the office or agency of Arch Western maintained for those purposes; and

(3) no service charge will be made for any registration of transfer or exchange of the certificated Notes, although Arch Western may require payment of a sum sufficient to cover any tax or governmental charge imposed in connection therewith.

So long as DTC or any successor depositary for a Global Security, or any nominee, is the registered owner of the Global Security, DTC or the successor depositary or nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by the Global Security for all purposes under the Indenture and the Notes. Except as set forth above, owners of beneficial interests in a Global Security will not be entitled to have the Notes represented by the Global Security registered in their names, will not receive or be entitled to receive physical delivery of certificated Notes in definitive form and will not be considered to be the owners or holders of any Notes under the Global Security. Accordingly, each Person owning a beneficial interest in a Global Security must rely on the procedures of DTC or any successor depositary, and, if that Person is not a participant, on the procedures of the participant through which that Person owns its interest, to exercise any rights of a holder under the Indenture. Arch Western and the Issuer understand that under existing industry practices, in the event that requests any action of holders are requested or that an owner of a beneficial interest in a Global Security desires to give or take any action which a holder is entitled to give or take under the Indenture, DTC or any successor depositary would authorize the participants holding the relevant beneficial interest to give or take such action and those participants would authorize beneficial owners owning through those participants to give or take such action or would otherwise act upon the instructions of beneficial owners owning through them.

DTC has advised Arch Western and the Issuer that DTC is a limited-purpose trust company organized under the Banking Law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered under the Exchange Act. DTC was created to hold the securities of its participants and

to facilitate the clearance and settlement of securities transactions among its participants in the securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers (which may include the initial purchasers), banks, trust companies, clearing corporations and certain other organizations some of whom (or their representatives) own DTC. Access to DTC's book-entry system is also available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in Global Securities among participants of DTC, it is under no obligation to perform or continue to perform these procedures, and these procedures may be discontinued at any time. None of Arch Western, the Issuer or the Trustee will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

EXCHANGE OFFER; REGISTRATION RIGHTS

The Issuer, Arch Western, Arch Coal and the subsidiary guarantors have agreed pursuant to a registration rights agreement (the "Registration Rights Agreement") with the initial purchasers of the old notes, for the benefit of the holders of the old notes, that the Issuer, Arch Western, Arch Coal and the subsidiary guarantors will, at their cost, use their reasonable best efforts to cause the registration statement of which this prospectus is part to be declared effective under the Securities Act not later than 180 days after the date of original issuance of the old notes. Upon the effectiveness of the registration statement of which this prospectus is part, the Issuer will offer the registered notes in exchange for surrender of the old notes (the "Registered Exchange Offer"). The Issuer will keep the Registered Exchange Offer open for not less than 30 days and not more than 45 days after the date notice of the Registered Exchange Offer is mailed to the holders of the old notes (or in each case, longer if required by applicable law). For each old note surrendered to the Issuer pursuant to the Registered Exchange Offer, the holder of the old note will receive an registered note having a principal amount equal to that of the surrendered old note. Interest on each registered note will accrue from the last interest payment date on which interest was paid on the old note surrendered in exchange thereof or, if no interest has been paid on the old note, from the date of the original issue of the surrendered old note. Under existing SEC interpretations, the registered notes would be freely transferable by holders of the old notes other than affiliates of the Issuer after the Registered Exchange Offer without further registration under the Securities Act if the holder of the registered notes represents that it is acquiring the registered notes in the ordinary course of its business, that it is not engaging in and does not intend to engage in a distribution of the registered note, that it has no arrangement or understanding with any person to participate in the distribution of the registered notes and that it is not an affiliate of the Issuer, as these terms are interpreted by the SEC, *provided* that broker-dealers ("Participating Broker-Dealers") receiving registered notes in the Registered Exchange Offer will have a prospectus delivery requirement with respect to resales of the registered notes. The SEC has taken the position that Participating Broker-Dealers may fulfill their prospectus delivery requirements with respect to registered notes (other than a resale of an unsold allotment from the original sale of the old notes) with the prospectus contained in the registration statement of which this prospectus is part. Under the Registration Rights Agreement, the Issuer, Arch Western, Arch Coal and the subsidiary guarantors will be required to allow Participating Broker-Dealers and other persons, if any, with similar prospectus delivery requirements to use this prospectus in connection with the resale of the registered notes for 180 days following the effective date of the registration statement of which this prospectus is part (or any shorter period during which Participating Broker-Dealers are required by law to deliver this prospectus).

A holder of old notes (other than certain specified holders) who wishes to exchange the old notes for registered notes in the Registered Exchange Offer will be required to represent that any registered notes to be received by it will be acquired in the ordinary course of its business and that at the time of the commencement of the Registered Exchange Offer it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the registered notes and that it is not an "affiliate" of the Issuer, as defined in Rule 405 of the Securities Act, or if it is an affiliate, that it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

In the event that (i) due to any change in the laws or interpretations of the SEC's staff applicable to the Registered Exchange Offer, we determine upon advise of our outside counsel that we are not permitted to effect the Registered Exchange Offer; (ii) for any other reason the Registered Exchange Offer is not consummated within 225 days after the date of the original issuance of the old notes; (iii) any initial purchaser so requests with respect to old notes not eligible to be exchanged for registered notes in the Registered Exchange Offer that are held by that initial purchaser following consummation of the Registered Exchange Offer; (iv) any holder of old notes (other than an initial purchaser) is not eligible to participate in the Registered Exchange Offer; or (v) any initial purchaser of old notes that participates in the Registered Exchange Offer does not receive freely tradeable registered notes in the exchange offer in exchange for old notes constituting any portion of an unsold allotment (it being understood that (x) the requirement that an initial purchaser of old notes deliver this prospectus in connection with sales of

registered notes acquired in exchange for old notes will result in the registered notes being not "freely tradeable" and (y) the requirement that a Participating Broker-Dealer deliver this prospectus in connection with sales of registered notes acquired in the Registered Exchange Offer will not result in the registered notes being not "freely tradeable"), the Issuer, Arch Western, Arch Coal and the subsidiary guarantors will, at their cost, (a) as promptly as practicable, but in no event later than 60 days after the filing obligation arises, file a shelf registration statement (the "Shelf Registration Statement") covering resales of the old notes or the registered notes, as the case may be; (b) use their reasonable best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act; and (c) use their reasonable best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended as required by the Securities Act, in order to permit the prospectus forming part of the Shelf Registration Statement to be usable for a period of two years from the date the Shelf Registration Statement is declared effective by the SEC or any shorter period that will terminate when all securities covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement. The Issuer will, in the event a Shelf Registration Statement is filed, among other things, provide to each holder for whom the Shelf Registration Statement was filed copies of the prospectus which is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement has become effective and take certain other actions as are required to permit unrestricted resales of the old notes or the registered notes, as the case may be. A holder selling old notes or registered notes pursuant to the Shelf Registration Statement generally would be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with the sales and will be bound by the provisions of the Registration Rights Agreement which are applicable to that holder (including certain indemnification obligations).

If (a) on or prior to the 180th day following the date of original issuance of the old notes, the registration statement of which this prospectus is part has not been declared effective by the SEC; (b) on or prior to the 225th day following the date of original issuance of the old notes the Registered Exchange Offer has not been consummated; (c) on or prior to the 60th day following the date the obligation to file the Shelf Registration Statement arises, the Shelf Registration Statement has not been filed with the SEC; (d) on or prior to 180th day following the date the obligation to file arises, the Shelf Registration has not been declared effective; or (e) after either the registration statement of which this prospectus is part or the Shelf Registration Statement has been declared effective, that Registration Statement ceases to be effective or usable (subject to certain exceptions) in connection with resales of old notes or registered notes in accordance with and during the periods specified in the Registration Rights Agreement (each such event referred to in clauses (a) through (d), a "Registration Default"), special interest will accrue on the principal amount of the old notes and the registered notes (in addition to the stated interest on the old notes and the registered notes) from and including the date on which any Registration Default occurs to but excluding the date on which all Registration Defaults have been cured. Special Interest will accrue at a rate of 0.25% per annum during the 90-day period immediately following the occurrence of the Registration Default and will increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event shall will that rate exceed 1.00% per annum.

This summary of certain registration provisions does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the registration rights agreement and the indenture, copies of which have been filed as exhibits to the registration statement of which this prospectus is part.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion represents the opinion of our counsel, Kirkpatrick & Lockhart LLP, as to the material U.S. federal income tax considerations relating to the exchange of old notes for registered notes in the exchange offer. Our counsel's opinion is subject to the limitations, exceptions, assumptions and conditions set forth in this discussion and in our counsel's opinion filed as Exhibit 8.1 to the registration statement of which this prospectus is a part. This discussion does not contain a complete analysis of all potential tax considerations relating to the exchange. This discussion is limited to holders of old notes who hold the old notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or currencies, banks, other financial institutions, insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings or corporations that accumulate earnings to avoid U.S. federal income tax;

- tax consequences to persons holding old notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;

- tax consequences to holders whose "functional currency" is not the U.S. dollar;

- tax consequences to persons who hold old notes through a partnership or similar pass-through entity;

- U.S. federal gift tax, estate tax (except as to non-United States holders) or alternative minimum tax consequences, if any; or

- any state, local or foreign tax consequences.

The discussion below is based upon the provisions of the Internal Revenue Code of 1986, as amended, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below.

Consequences of Tendering Old Notes

The exchange of your old notes for registered notes in the exchange offer will not constitute an exchange for U.S. federal income tax purposes. Accordingly, the exchange offer will have no federal income tax consequences to you if you exchange your old notes for registered notes. For example, there will be no change in your tax basis, and your holding period will carry over to the registered notes. In addition, the federal income tax consequences of holding and disposing of your registered notes will be the same as those applicable to your old notes.

We urge each investor to consult its own tax advisor as to particular tax consequences to it of exchanging old notes for registered notes in the exchange offer, including the applicability and effect of any state, local or foreign tax laws, and of any proposed changes in applicable laws.

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PLAN OF DISTRIBUTION

Each broker-dealer that receives registered notes in the exchange offer for its own account must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of the notes. We reserve the right in our sole discretion to purchase or make offers for, or to offer registered notes for, any old notes that remain outstanding subsequent to the expiration of the exchange offer pursuant to this prospectus or otherwise and, to the extent permitted by applicable law, purchase old notes in the open market, in privately negotiated transactions or otherwise. This prospectus, as it may be amended or supplemented from time to time, may be used by all persons subject to the prospectus delivery requirements of the Securities Act, including broker-dealers in connection with resales of registered notes received in the exchange offer, where the registered notes were acquired as a result of market-making activities or other trading activities and may be used by us to purchase any old notes outstanding after expiration of the exchange offer. We have agreed that, for a period of 180 days after the expiration of the exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

We will not receive any proceeds from any sale of registered notes by broker-dealers. Registered notes received by broker-dealers in the exchange offer for their own account may be sold from time to time in one or more transactions in the over-the counter market, in negotiated transactions, through the writing of options on the registered notes or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to the prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such registered notes. Any broker-dealer that resells registered notes that were received by it in the exchange offer for its own account and any broker or dealer that participates in a distribution of the notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of the notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter or transmittal states that, by acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the expiration of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We and Arch Coal have agreed to pay all expenses incurred by us and Arch Coal in connection with the performance of our and Arch Coal’s obligations incident to the exchange offer, including, in the event of any shelf registration statement, the reasonable fees and disbursements of one firm or counsel acting as counsel for the holders of old notes in connection with the shelf registration statement and will indemnify holders of the notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters with respect to the exchange offer will be passed upon by Kirkpatrick & Lockhart LLP, Pittsburgh, Pennsylvania. As tax counsel to the registrants, Kirkpatrick & Lockhart LLP, Pittsburgh, Pennsylvania, also will pass upon certain tax consequences related to the exchange offer.

EXPERTS

The consolidated financial statements of Arch Western Resources, LLC as of December 31, 2002 and 2001 and for each of the three years in the period ended December 31, 2002 included elsewhere in this prospectus have been audited by Ernst & Young LLP, independent auditors, as stated in their report, which is included elsewhere in this prospectus. Such consolidated financial statements are included herein in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Arch Coal, Inc. as of December 31, 2002 and 2001 and for each of the three years in the period ended December 31, 2002 incorporated by reference into this prospectus have been audited by Ernst & Young LLP, independent auditors, as stated in their report, which is incorporated by reference into this prospectus. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The financial statements of Canyon Fuel Company, LLC as of December 31, 2002 and 2001 and for each of the three years in the period ended December 31, 2002 incorporated by reference into this prospectus have been audited by Ernst & Young, LLP, independent auditors, as stated in their report, which is incorporated by reference in this prospectus. Such financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

Available Information

We have filed with the SEC a registration statement on Form S-4 (together with all amendments, exhibits, schedules and supplements thereto, the "registration statement") under the Securities Act of 1933, as amended (the "Securities Act"). This prospectus, which forms part of the registration statement, does not contain all of the information set forth in the registration statement. Statements contained in this prospectus as to the contents of any contract, agreement or other document are not necessarily complete. For a more complete understanding and description of each contract, agreement or other document filed as an exhibit to the registration statement, we encourage you to read the documents contained in the exhibits.

Arch Coal files reports, proxy statements and other information with the SEC. These reports, proxy statements and other information can be read and copied at the SEC's Public Reference Room at Room 024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The SEC maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC, including Arch Coal. The SEC's Internet address is http://www.sec.gov. In addition, Arch Coal's common and preferred shares are listed on the New York Stock Exchange, and its reports and other information can be inspected at the offices of the NYSE, 20 Broad Street, New York, New York 10005. Arch Coal's Internet address is http://www.archcoal.com. The information on Arch Coal's Internet site is not a part of this prospectus.

Incorporation by Reference

The SEC allows us to "incorporate by reference" the documents that we or Arch Coal file with the SEC. This means that we can disclose information to you by referring you to those documents. Any information we incorporate in this manner is considered part of this prospectus except to the extent updated and superseded by information contained in this prospectus. Some information we or Arch Coal file with the SEC after the date of this prospectus and until this exchange offer is completed will automatically update and supersede the information contained in this prospectus.

We incorporate by reference the following documents that Arch Coal has filed with the SEC and any filings that we or Arch Coal will make with the SEC in the future under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") until the exchange offer is completed, including such documents filed with the SEC by us or Arch Coal after the date of this registration statement of which this prospectus is a part and prior to effectiveness of that registration statement, except as noted below:

Arch Coal's SEC Filings (File No. 1-13105)	Period for or Date of Filing
Annual Report on Form 10-K	Year Ended December 31, 2002
Quarterly Report on Form 10-Q	Quarters ended March 31 and June 30, 2003
Reports on Forms 8-K	July 21, August 6 and October 22, 2003

Pursuant to General Instruction B of Form 8-K, any information submitted under Item 9, Regulation FD Disclosure, of Form 8-K is not deemed to be "filed" for the purpose of Section 18 of the Securities and Exchange Act of 1934, and Arch Coal is not subject to the liabilities of Section 18 with respect to information submitted by it under Item 9 of Form 8-K. We are not incorporating by reference any information submitted by Arch Coal under Item 9 of Form 8-K into any filing under the Securities Act or the Exchange Act or into this prospectus.

Statements contained in this prospectus as to the contents of any contract or other document referred to in this prospectus do not purport to be complete, and where reference is made to the particular provisions of that contract or other document, those provisions are qualified in all respects by reference to all of the provisions of that contract or other document. Any statement contained in a document

incorporated by reference, or deemed to be incorporated by reference, in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated by reference in this prospectus modifies or supersedes the statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide without charge, upon written or oral request, a copy of any or all of the documents that are incorporated by reference into this prospectus and a copy of any or all other contracts or documents which are referred to in this prospectus. Requests should be directed to: Arch Coal, Inc., Attention: Investor Relations, One CityPlace Drive, Suite 300, St. Louis, Missouri 63141, telephone number: (314) 994-2700. You also may review a copy of the registration statement and its exhibits at the SEC's Public Reference Room in Washington, D.C., as well as through the SEC's Internet site.

You should rely only on the information contained in or incorporated by reference into this prospectus. We have not authorized any other person to provide you with different information. We are not making an offer to sell securities in any jurisdiction where the offer or sale is not prohibited. You should assume that the information appearing in this prospectus is accurate as of the date hereof only. Our business, financial condition, results of operations and prospects may change after that date.

GLOSSARY OF SELECTED MINING TERMS

Assigned Reserves. Recoverable coal reserves that have been designated for mining by a specific operation.

Btu — British Thermal Unit. A measure of the energy required to raise the temperature of one pound of water one degree Fahrenheit.

Clean Air Act. Federal legislation enacted to regulate air emissions, as amended to date.

Coal Seam. A bed or stratum of coal.

Compliance Coal. Coal which, when burned, emits 1.2 pounds or less of sulfur dioxide per million Btus, which is equivalent to .72% sulfur per pound of 12,000 btu coal.

Deep mine. An underground coal mine.

Dragline. A large machine used in the surface mining process to remove the overburden, or layers of earth and rock, covering a coal seam. The dragline has a large bucket suspended from the end of a long boom. The bucket, which is suspended by cables, is able to scoop up great amounts of overburden as it is dragged across the excavation area.

Longwall Mining. One of two major underground coal mining methods currently in use. This method employs a rotating drum, which is pulled mechanically back and forth across a face of coal that is usually several hundred feet long. The loosened coal falls onto a conveyor for removal from the mine. Longwall operations include a hydraulic roof support system that advances as mining proceeds, allowing the roof to fall in a controlled manner in areas already mined.

Low Sulfur Coal. Coal which, when burned, emits 1.6 pounds or less of sulfur dioxide per million Btus.

Metallurgical Coal. The various grades of coal suitable for distillation into carbon in connection with the manufacture of steel. Also known as “met” coal.

Overburden. Layers of earth and rock covering a coal seam. In surface mining operations, overburden is removed prior to coal extraction.

Pit. The area of the mine where the coal is actually extracted from the ground.

Preparation Plant. A preparation plant is a facility for crushing, sizing and washing coal to prepare it for use by a particular customer. The washing process has the added benefit of removing some of the coal’s sulfur content.

Probable Reserves. Reserves for which quantity and grade and/or quality are computed from information similar to that used for proven (measured) reserves, but the sites for inspection, sampling and measurement are farther apart or are otherwise less adequately spaced. The degree of assurance, although lower than that for proven (measured) reserves, is high enough to assume continuity between points of observation.

Proven Reserves. Reserves for which (a) quantity is computed from dimensions revealed in outcrops, trenches, workings or drill holes; grade and/or quality are computed from the results of detailed sampling and (b) the sites for inspection, sampling and measurement are spaced so closely and the geologic character is so well defined that size, shape, depth and mineral content of reserves are well established.

Reclamation. The restoration of land and environmental values to a mining site after the coal is extracted. Reclamation operations are usually underway where the coal has already been taken from a mine, even as mining operations are taking place elsewhere at the site. The process commonly includes “recontouring” or reshaping the land to its approximate original appearance, restoring topsoil and planting native grass and ground covers.

Recoverable Reserves. The amount of proven and probable reserves that can actually be recovered from the reserve base taking into account all mining and preparation losses involved in producing a saleable product using existing methods and under current law.

Reserves. That part of a mineral deposit which could be economically and legally extracted or produced at the time of the reserve determination.

Scrubber. Any of several forms of chemical/ physical devices which operate to neutralize sulfur compounds formed during coal combustion. These devices combine the sulfur in gaseous emissions with other chemicals to form inert compounds, such as gypsum, which must then be removed for disposal.

Spot Market. Sales of coal under an agreement for shipments over a period of one year or less.

Steam Coal. Coal used in steam boilers to produce electricity.

Sulfur. One of the elements present in varying quantities in coal that contributes to environmental degradation when coal is burned. Sulfur dioxide is produced as a gaseous by-product of coal combustion.

Sulfur Content. Coal is commonly described by its sulfur content due to the importance of sulfur in environmental regulations. Nearly all of our coal is of low sulfur grades.

Super-Compliance Coal. Compliance coal which, when burned, emits a particularly low amount of sulfur dioxide per million Btus is commonly referred to in the coal industry as "super-compliance" coal.

Surface Mine. A mine in which the coal lies near the surface and can be extracted by removing overburden.

Tons. A unit of measure equal to 2,000 pounds. Also know as a "short ton" or "net ton."

Unassigned Reserves. Recoverable reserves that have not yet been designated for mining by a specific operation.

Underground Mine. Also known as a "deep" mine. Usually located several hundred feet below the earth's surface, an underground mine's coal is removed mechanically and transferred by shuttle car or conveyor to the surface.

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REPORT OF INDEPENDENT AUDITORS

The Members

Arch Western Resources, LLC

We have audited the accompanying consolidated balance sheets of Arch Western Resources, LLC (the Company) as of December 31, 2002 and 2001, and the related consolidated statements of operations, members' equity and cash flows for each of the three years in the period ended December 31, 2002. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Arch Western Resources, LLC at December 31, 2002 and 2001, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2002, in conformity with accounting principles generally accepted in the United States.

As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting for derivatives and hedging activities effective January 1, 2001.

Ernst + Young LLP

St. Louis, Missouri

January 22, 2003
except for Notes 13 and 16, as to which the date is
May 23, 2003

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ARCH WESTERN RESOURCES, LLC

CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	2002	**2001**	**2000**
		(In thousands of dollars)	
Revenues and Operating Income			
Coal sales	$492,191	$468,137	$393,619
Income from equity investment	7,774	26,250	12,837
Other operating income	14,215	21,326	10,130
	514,180	515,713	416,586
Costs and Expenses			
Cost of coal sales	450,144	440,363	383,608
Selling, general and administrative expenses	13,011	13,004	10,991
Amortization of coal supply agreements	1,201	1,976	9,536
	464,356	455,343	404,135
Income from operations	49,824	60,370	12,451
Interest expense, net:			
Interest expense	(43,604)	(44,637)	(46,957)
Interest income primarily from Arch Coal, Inc.	13,689	15,609	13,757
	(29,915)	(29,028)	(33,200)
Net income (loss)	$ 19,909	$ 31,342	$ (20,749)
Net income (loss) attributable to redeemable equity interests	153	221	(59)
Net income (loss) attributable to non-redeemable equity interests	19,756	31,131	(20,690)

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

ARCH WESTERN RESOURCES, LLC

CONSOLIDATED BALANCE SHEETS

	December 31,	
	2002	2001
	(In thousands of dollars)	
ASSETS		
Current assets		
Cash and cash equivalents	$ 249	$ 461
Trade accounts receivable	56,258	64,087
Other receivables	5,465	2,149
Inventories	35,727	31,468
Prepaid royalties	—	1,344
Other	5,024	5,834
Total current assets	102,723	105,343
Property, plant and equipment		
Coal lands and mineral rights	577,756	577,756
Plant and equipment	395,485	369,380
Deferred mine development	79,774	57,654
	1,053,015	1,004,790
Less accumulated depreciation, depletion and amortization	(287,595)	(219,258)
Property, plant and equipment, net	765,420	785,532
Other assets		
Investment in Canyon Fuel Company, LLC	160,787	170,686
Coal supply agreements	5,223	6,424
Receivable from Arch Coal, Inc.	333,825	259,822
Other	5,083	1,881
Total other assets	504,918	438,813
Total assets	$1,373,061	$1,329,688
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable	$ 31,170	$ 26,039
Accrued expenses	59,243	53,730
Total current liabilities	90,413	79,769
Long-term debt	675,000	675,000
Accrued postretirement benefits other than pension	14,659	15,296
Accrued reclamation and mine closure	67,372	61,704
Accrued workers' compensation	6,956	7,024
Accrued pension cost	—	3,387
Other noncurrent liabilities	44,687	27,099
Total liabilities	899,087	869,279
Redeemable equity interests	4,733	4,667
Non-redeemable members' equity	469,241	455,742
Total liabilities, redeemable equity interests and non-redeemable members' equity	$1,373,061	$1,329,688

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

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ARCH WESTERN RESOURCES, LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2002	2001	2000
	(In thousands of dollars)		
Operating Activities			
Net income (loss)	$ 19,909	$ 31,342	$(20,749)
Adjustments to reconcile to cash provided by operating activities:			
Depreciation, depletion and amortization	69,388	66,493	72,094
Prepaid royalties expensed	14,094	3,950	1,956
Net loss (gain) on disposition of assets	9	(5,101)	—
Income from equity investment	(7,774)	(26,250)	(12,837)
Net distributions from equity investment	17,121	42,219	23,897
Allocation of expenses paid by Arch Coal, Inc.	10,701	10,777	9,041
Changes in operating assets and liabilities	(54,886)	(87,143)	(52,121)
Other	(482)	(6,529)	998
Cash provided by operating activities	68,080	29,758	22,279
Investing Activities			
Additions to property, plant and equipment	(51,360)	(32,142)	(28,535)
Proceeds from coal supply agreements	—	—	8,512
Additions to prepaid royalties	(12,750)	(4,750)	(2,500)
Proceeds from disposition of property, plant and equipment	11	7,501	134
Cash used in investing activities	(64,099)	(29,391)	(22,389)
Financing Activities			
Debt financing costs	(4,193)	—	—
Cash used in financing activities	(4,193)	—	—
(Decrease) Increase in cash and cash equivalents	(212)	367	(110)
Cash and cash equivalents, beginning of year	461	94	204
Cash and cash equivalents, end of year	$ 249	$ 461	$ 94
Supplemental Cash Flow Information:			
Cash paid during the year for interest	$ 44,323	$ 48,593	$ 44,413

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

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ARCH WESTERN RESOURCES, LLC

CONSOLIDATED STATEMENTS OF NON-REDEEMABLE MEMBERS' EQUITY
Three years ended December 31, 2002

	Non-redeemable Common Membership Interest
Balance at January 1, 2000	$452,867
Net loss	(20,690)
Allocation of expenses paid by Arch Coal, Inc. (Note 13)	9,041
Dividends on preferred membership interest	(96)
Balance at December 31, 2000	441,122
Comprehensive income	
Net income	31,131
Other comprehensive loss	(27,193)
Total comprehensive income	3,938
Allocation of expenses paid by Arch Coal, Inc. (Note 13)	10,777
Dividends on preferred membership interest	(95)
Balance at December 31, 2001	455,742
Comprehensive income	
Net income	19,756
Other comprehensive loss	(16,863)
Total comprehensive income	2,893
Allocation of expenses paid by Arch Coal, Inc. (Note 13)	10,701
Dividends on preferred membership interest	(95)
Balance at December 31, 2002	$469,241

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

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In thousands of dollars)

1. Formation of the Company

On June 1, 1998, Arch Coal, Inc. (Arch Coal) acquired the Colorado and Utah coal operations of Atlantic Richfield Company (ARCO) and simultaneously combined the acquired ARCO operations and Arch Coal’s Wyoming operation with ARCO’s Wyoming operations in a new joint venture named Arch Western Resources, LLC (the Company). ARCO was acquired by BP p.l.c. (formerly BP Amoco) in 2000. Arch Coal has a 99% common membership interest in the Company, while BP p.l.c. has a 0.5% common membership interest and a 0.5% preferred membership interest in the Company. Net profits and losses are allocated only to the common membership interests on the basis of 99.5% to Arch Coal and 0.5% to BP p.l.c. In accordance with the membership agreement of the Company, no profit or loss is allocated to the preferred membership interest of BP p.l.c. Except for a Preferred Return, distributions to members are allocated on the basis of 99.5% to Arch Coal and 0.5% to BP p.l.c. The Preferred Return entitles BP p.l.c. to receive an annual distribution from the common membership interests equal to 4% of the preferred capital account balance at the end of the year. The Preferred Return is payable at the Company’s discretion.

Under the terms of the agreement, BP p.l.c. has a put right which allows BP p.l.c., at any time after the seventh year of the agreement, to cause Arch Coal to purchase its members’ interest. (See additional discussion in “Redeemable Equity Interests” in Note 3.) In addition, Arch Coal has a call right which allows Arch Coal to purchase BP p.l.c.’s members’ interest as long as it pays damages as set forth in the agreement between the members. It is the members’ intention at this point to continue the joint venture.

In connection with the formation of the Company, Arch Coal agreed to indemnify BP p.l.c. against certain tax liabilities in the event that such liabilities arise as a result of certain actions taken by Arch Coal or the Company prior to June 1, 2013. The provisions of the indemnification agreement may restrict the Company’s ability to sell or dispose of certain properties, repurchase certain of its equity interests, or reduce its indebtedness.

The Company mines and markets steam coal from surface and deep mines for sale to utility and industrial customers in the United States and certain export markets. The Company’s principal subsidiaries are Thunder Basin Coal Company, L.L.C., which operates a surface coal mine and owns one idle mine in the Powder River Basin in Wyoming; Mountain Coal Company L.L.C., which operates one underground coal mine in Colorado; and Arch of Wyoming LLC, which operates two surface coal mines in the Hanna Basin in Wyoming. In addition to these wholly owned operating units, the Company has a 65% interest in Canyon Fuel Company. Canyon Fuel operates three underground coal mines in Utah.

2. Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Arch Western Resources and its subsidiaries. All subsidiaries except Canyon Fuel are wholly owned. Intercompany transactions and accounts have been eliminated in consolidation.

The membership interests in Canyon Fuel are owned 65% by the Company and 35% by a subsidiary of ITOCHU Corporation, a Japanese corporation. The agreement which governs the management and operations of Canyon Fuel provides for a Management Board to manage its business and affairs. Generally, the Management Board acts by affirmative vote of the representatives of the members holding more than 50% of the membership interests. However, significant participation rights require either the unanimous approval of the members or the approval of representatives of members holding more than 70% of the

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membership interests. Those matters which are considered significant participation rights include the following:

- approval of the annual business plan;
- approval of significant capital expenditures;
- approval of significant coal sales contracts;
- approval of the institution of, or the settlement of litigation;
- approval of incurrence of indebtedness;
- approval of significant mineral reserve leases;
- selection and removal of the CEO, CFO, or General Counsel;
- approval of any material change in the business of Canyon Fuel;
- approval of any disposition whether by sale, exchange, merger, consolidation, license or otherwise, and whether directly or indirectly, of all or any portion of the assets of Canyon Fuel other than in the ordinary course of business; and
- approval of request that a member provide additional services to Canyon Fuel.

The Canyon Fuel agreement also contains various restrictions on the transfer of membership interests in Canyon Fuel. As a result of these super-majority voting rights, the Company's 65% ownership of Canyon Fuel is accounted for on the equity method in the consolidated financial statements. Income from Canyon Fuel is reflected in the Consolidated Statements of Operations as income from equity investments. (See additional discussion in "Investment in Canyon Fuel" in Note 5.)

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents are stated at cost. Cash equivalents consist of highly liquid investments with an original maturity of three months or less when purchased.

Inventories

Inventories consist of the following:

	December 31,	
	2002	2001
Coal	$15,475	$12,466
Supplies, net of allowance	20,252	19,002
	$35,727	$31,468

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

Coal and supplies inventories are valued at the lower of average cost or market. Coal inventory costs include labor, supplies, equipment costs and operating overhead. The Company has recorded a valuation allowance for slow-moving and obsolete supplies inventories of $8.3 million and $8.1 million at December 31, 2002 and 2001, respectively.

Coal Acquisition Costs and Prepaid Royalties

Coal lease rights obtained through acquisitions are capitalized and amortized primarily by the units-of-production method over the estimated recoverable reserves. Amortization occurs either as the Company mines on the property or as others mine on the property through subleasing transactions.

Rights to leased coal lands are often acquired through royalty payments. Where royalty payments represent prepayments recoupable against production, they are capitalized, and amounts expected to be recouped within one year are classified as a current asset. As mining occurs on these leases, the prepayment is charged to cost of coal sales.

Coal Supply Agreements

Acquisition costs allocated to coal supply agreements (sales contracts) are capitalized and amortized on the basis of coal to be shipped over the term of the contract. Value is allocated to coal supply agreements based on discounted cash flows attributable to the difference between the above-market contract price and the then-prevailing market price. Accumulated amortization for sales contracts was $28.9 million and $28.0 million at December 31, 2002 and 2001, respectively.

Exploration Costs

Costs related to locating coal deposits and determining the economic mineability of such deposits are expensed as incurred.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost. Interest costs applicable to major asset additions are capitalized during the construction period. The Company capitalized $711,000 of interest in the year ended December 31, 2002 and did not capitalize interest in the years ended December 31, 2001 and 2000.

Expenditures which extend the useful lives of existing plant and equipment or increase the productivity of the asset are capitalized. Costs of purchasing rights to coal reserves and developing new mines, or significantly expanding the capacity of existing mines, are capitalized and amortized using the units-of-production method over the estimated recoverable reserves that are associated with the property being benefited. At December 31, 2002, all mineral reserves of the Company that are capitalized are being amortized on the units-of-production method through Company operations. Except for preparation plants and loadouts, plant and equipment are depreciated principally on the straight-line method over the estimated useful lives of the assets, which range from three to 28 years. Preparation plants and loadouts are depreciated using the units-of-production method over the estimated recoverable reserves, subject to a minimum level of depreciation.

Asset Impairment

If facts and circumstances suggest that a long-lived asset may be impaired, the carrying value is reviewed. If this review indicates that the value of the asset will not be recoverable, as determined based on projected undiscounted cash flows related to the asset over its remaining life, then the carrying value of the asset is reduced to its estimated fair value.

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

Revenue Recognition

Coal sales revenues include sales to customers of coal produced at Company operations and coal purchased from other companies. The Company recognizes revenue from coal sales at the time title passes to the customer. Transportation costs that are billed by the Company and reimbursed to the transportation provider are included in coal sales and cost of coal sales.

Other Operating Income

Other operating income reflects income from sources other than coal sales, including administration and production fees from Canyon Fuel and gains and losses from dispositions of long-term assets. These amounts are recognized as services are performed or otherwise earned.

Derivative Financial Instruments

The Company utilizes derivative financial instruments in the management of its interest rate and diesel fuel exposures. The Company does not use derivative financial instruments for trading or speculative purposes. The Company adopted Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities* ("FAS 133"), on January 1, 2001. FAS 133 requires all derivative financial instruments to be reported on the balance sheet at fair value. Changes in fair value are recognized either in earnings or equity, depending on the nature of the underlying exposure being hedged and how effective the derivatives are at offsetting price movements in the underlying exposure. All of the Company's existing derivative positions, which consist of interest rate swaps and heating oil swaps, qualified for cash flow hedge accounting under FAS 133 and are deemed to be effective for the variable-rate debt and diesel fuel purchases being hedged. Prior to the adoption of FAS 133, the fair values of the swap agreements were not recognized in the financial statements. Gains and losses on terminations of swap agreements that qualify as cash flow hedges are deferred on the balance sheets (in other long-term liabilities) and amortized as an adjustment to expense over the remaining original term of the terminated swap agreement.

The Company evaluates all derivative instruments each quarter to determine that they are highly effective. Any ineffectiveness is recorded in the Consolidated Statements of Operations. Ineffectiveness for the year ended December 31, 2002 was $0.4 million and was recorded as a reduction of other expenses in the Consolidated Statements of Operations.

The Company enters into interest-rate swap agreements to modify the interest characteristics of outstanding Company debt. The swap agreements essentially convert variable-rate debt to fixed-rate debt. These agreements require the exchange of amounts based on variable interest rates for amounts based on fixed interest rates over the life of the agreement. The Company accrues amounts to be paid or received under interest-rate swap agreements over the lives of the agreements. Such amounts are recognized as adjustments to interest expense over the lives of agreements, thereby adjusting the effective interest rate on the Company's debt.

The Company enters into heating oil swaps to eliminate volatility in the price to purchase diesel fuel for its operations. The swap agreements essentially fix the price paid for diesel fuel by requiring the Company to pay a fixed heating oil price and receive a floating heating oil price. The changes in the floating heating oil price highly correlate to changes in diesel fuel costs. The heating oil swaps hedge anticipated diesel fuel purchases over the next year.

The Company recorded the fair value of the derivative financial instruments on the balance sheet as an "other non-current liability" and recorded the unrealized loss, net of tax, in "accumulated other

comprehensive loss.” The adoption of FAS 133 had no impact on the Company’s results of operations or cash flows.

Income Taxes

The financial statements do not include a provision for income taxes as the Company is treated as a partnership for income tax purposes and does not incur federal or state income taxes. Instead, its earnings and losses are included in the Members’ separate income tax returns.

Accounting Development

Effective January 1, 2003, the Company adopted Statement of Financial Accounting Standards No. 143, *Accounting for Asset Retirement Obligations (“FAS 143”)*. The Statement requires legal obligations associated with the retirement of long-lived assets to be recognized at fair value at the time the obligations are incurred. Upon initial recognition of a liability, that cost should be capitalized as part of the related long-lived asset and allocated to expense over the useful life of the asset.

In November 2002, the Financial Accounting Standards Board issued FASB Interpretation No. 45, *Guarantors’ Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others*. The disclosure requirements of this standard were effective for the year ended December 31, 2002. The other provisions are effective prospectively for guarantees issued or modified after January 1, 2003. The Company does not expect the adoption of this interpretation to have a material impact on its financial statements.

In January 2003, the Financial Accounting Standards Board issued FASB Interpretation No. 46, *Consolidation of Variable Interest Entities*. The interpretation clarifies the application of Accounting Research Bulletin No. 51, Consolidated Financial Statements, to certain types of entities. The Company does not expect the adoption of this interpretation to have a material impact on its financial statements. The interpretation applies for the first interim period beginning after June 15, 2003.

Reclassifications

Certain amounts in the financial states have been reclassified to conform with changes to the presentation of selling, general and administrative expenses, with no resulting effect on previously reported net income or members’ equity.

3. Redeemable Equity Interests

As discussed in Note 1, the terms of the Company’s membership agreement grant a put right to BP p.l.c. which allows BP p.l.c. to cause Arch Coal to purchase its members’ interest at any time after the seventh year of the agreement. The terms of the agreement state that the price of the membership interest shall be determined by mutual agreement between the members. In the absence of an agreed-upon price, the price is equal to the sum of the Preferred Capital Amount (defined as $2,399,000) and the Net Equity of BP p.l.c.’s common membership interest, as defined in the agreement. The following table presents the components of and changes in BP p.l.c.’s membership interests:

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

	Common Membership Interest	Preferred Membership Interest	Total Redeemable Membership Interest
Balance at January 1, 2000	$2,254	$2,399	$4,653
Net loss attributable to BP p.l.c. common membership interest	(59)	—	(59)
Balance at December 31, 2000	2,195	2,399	4,594
Net income attributable to BP p.l.c. common membership interest	211	—	211
Other comprehensive loss attributable to BP p.l.c. common membership interest	(137)	—	(137)
Dividends on preferred membership interest	(1)	—	(1)
Balance at December 31, 2001	2,268	2,399	4,667
Net income attributable to BP p.l.c. common membership interest	153	—	153
Other comprehensive loss attributable to BP p.l.c. common membership interest	(86)	—	(86)
Dividends on preferred membership interest	(1)	—	(1)
Balance at December 31, 2002	$2,334	$2,399	$4,733

4. Nonrecurring Revenues and Expenses

During the year ended December 31, 2002, the Company was notified by the Bureau of Land Management (BLM) that it would receive a royalty rate reduction for certain tons mined at its West Elk location. The rate reduction applies to a specified number of tons beginning October 1, 2001 and ending no later than October 1, 2005. The retroactive portion of the refund totaled $3.3 million and has been recognized in 2002 as a reduction of cost of coal sales. Additionally, Canyon Fuel was notified by the BLM that it would receive a royalty rate reduction for certain tons mined at its Skyline mine. The rate reduction applies to certain tons mined from September 1, 2001 through September 1, 2006. The Company’s share of the retroactive refund was $1.1 million and is reflected in 2002 as income from equity investments in the consolidated statement of operations.

The Company’s operating results for the years ended December 31, 2001 and 2000 reflect insurance settlements of $9.4 million and $31.0 million, respectively, as part of the Company’s coverage under its property and business interruption policy. The insurance payments represent settlement for losses incurred at the West Elk mine in Gunnison County, Colorado, which was idled from January 28, 2000 to July 12, 2000, following the detection of combustion-related gases.

During 2001, Canyon Fuel recognized recoveries of previously paid property taxes. The Company’s share of these recoveries was $2.6 million and is reflected in income from equity investment on the consolidated statement of operations for the year ended December 31, 2001. During 2001, the Company also recorded a $5.1 million gain as a result of selling land.

In 2000, as a result of adjustments to employee postretirement medical benefits, the Company recognized $2.6 million of curtailment gains resulting from previously unrecognized postretirement benefit changes that occurred from plan amendments in previous years.

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

5. Investment in Canyon Fuel

The following tables present unaudited, summarized financial information for Canyon Fuel, which is accounted for on the equity method.

Condensed Income Statement Information

	Year Ended December 31,		
	2002	2001	2000
Revenues	$250,325	$301,909	$259,101
Total costs and expenses	249,325	275,883	243,226
Net income	$ 1,000	$ 26,026	$ 15,875
65% of Canyon Fuel net income	$ 650	$ 16,917	$ 10,319
Effect of purchase adjustments	7,124	9,333	2,518
Arch Western's income from its equity investment in Canyon Fuel	$ 7,774	$ 26,250	$ 12,837

Condensed Balance Sheet Information

	December 31, 2002			
	Canyon Fuel Basis	Arch Western Ownership of Canyon Fuel Basis	Arch Western Purchase Adjustments	Arch Western Basis
Current assets	$ 64,365	$ 41,837	$ (2,493)	$ 39,344
Noncurrent assets	346,530	225,245	(68,357)	156,888
Current liabilities	30,221	19,644	—	19,644
Noncurrent liabilities	25,135	16,338	(537)	15,801
Members' equity	$355,539	$231,100	$(70,313)	$160,787

	December 31, 2001			
	Canyon Fuel Basis	Arch Western Ownership of Canyon Fuel Basis	Arch Western Purchase Adjustments	Arch Western Basis
Current assets	$ 73,184	$ 47,570	$ (2,493)	$ 45,077
Noncurrent assets	362,124	235,381	(76,018)	159,363
Current liabilities	29,530	19,195	—	19,195
Noncurrent liabilities	24,051	15,632	(1,073)	14,559
Members' equity	$381,727	$248,124	$(77,438)	$170,686

The Company's income from its equity investment in Canyon Fuel represents 65% of Canyon Fuel's net income after adjusting for the effect of purchase adjustments related to its investment in Canyon Fuel. The Company's investment in Canyon Fuel reflects purchase adjustments primarily related to the reduction in amounts assigned to sales contracts, mineral reserves and other property, plant and equipment. The purchase adjustments are amortized consistent with the underlying assets of the joint venture. During 2001, in accordance with FAS 121, *Accounting for the Impairment of Long-Lived Assets and for Long-*

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

Lived Assets to Be Disposed Of, Canyon Fuel wrote off its investment in LAXT, a coal terminal located in Los Angeles, resulting in a charge of $10.1 million. The Company did not value LAXT in its Canyon Fuel purchase allocation and, therefore, there was no impact of the charge on the Company's financial position.

6. Other Comprehensive Income

Other comprehensive income items under FAS 130, *Reporting Comprehensive Income,* are transactions recorded in members' equity during the year, excluding net income and transactions with members. Following are the items included in other comprehensive income (loss) and the related tax effects:

	Financial Derivatives	Minimum Pension Liability Adjustments	Accumulated Other Comprehensive Loss
Adoption (January 1, 2001)	$ (7,694)	$ —	$ (7,694)
2001 activity	(17,585)	(2,051)	(19,636)
Balance December 31, 2001	(25,279)	(2,051)	(27,330)
2002 activity	(9,450)	(7,499)	(16,949)
Balance December 31, 2002	$(34,729)	$(9,550)	$(44,279)

The minimum pension liability adjustments include the Company's share of Canyon Fuel's minimum pension liability adjustment, which is $0.6 million in 2002 and $2.0 million in 2001.

7. Accrued Expenses

Accrued expenses included in current liabilities consist of the following:

	December 31,	
	2002	2001
Payroll and related benefits	$10,471	$ 5,000
Taxes other than income taxes	35,245	34,568
Interest	4,526	4,143
Postretirement benefits other than pension	1,228	881
Workers' compensation	528	713
Reclamation and mine closure	1,697	1,215
Other accrued expenses	5,548	7,210
	$59,243	$53,730

8. Debt and Financing Arrangements

On April 18, 2002, the Company completed a refinancing of its existing $675.0 million term loan. The new credit facility consisted of five- and six-year non-amortizing term loans totaling $675.0 million. The five-year non-amortizing term loan was for $150.0 million, and the six-year non-amortizing term loan was for $525.0 million. These were secured by the Company's membership interests in its subsidiaries and the Company's receivable balance from Arch Coal. The rate of interest under both loans was a rate based on LIBOR (weighted average rate at December 31, 2002 of 4.5%; weighted average rate of 3.25% for $675 million term loan at December 31, 2001). The Company repaid and retired the outstanding indebtedness under both loans in June 2003.

The Company's term loans contain financial and other covenants that limit the ability of the Company to, among other things, effect acquisitions or dispositions and borrow additional funds and that require the Company to, among other things, maintain various financial ratios and comply with various other financial covenants. Failure by the Company to comply with such covenants could result in an event of default which, if not cured or waived, could have a material adverse effect on the Company. The Company was in compliance with these covenants at December 31, 2002.

The Company enters into interest rate swap agreements to modify the interest characteristics of outstanding debt. At December 31, 2002, the Company had interest rate swap agreements having a total notional value of $500 million including $250 million for which the fixed rate becomes effective as of October 2003. These swap agreements are used to convert variable rate debt to fixed rate debt. Under these swap agreements, the Company pays a weighted average fixed rate of 4.79% (before the credit spread over LIBOR) and is receiving a weighted average variable rate based upon 30-day and 90-day LIBOR. At December 31, 2002, the remaining terms of the swap agreements ranged from 32 to 57 months.

9. Fair Values of Financial Instruments

The following methods and assumptions were used by the Company in estimating its fair value disclosures for financial instruments:

Cash and cash equivalents: The carrying amounts approximate fair value.

Debt: The carrying amounts of the Company's borrowings under its revolving credit agreement, lines of credit, variable-rate term loans and other long-term debt approximate their fair value.

Interest rate swaps: The fair values of interest rate swaps are based on quoted prices, which reflect the present value of the difference between estimated future amounts to be paid and received. At December 31, 2002 and 2001 the fair value of these swaps are liabilities of $34.1 million and $22.5 million, respectively.

Heating oil swaps: The fair values of heating oil swaps are based on quoted prices. The fair value of these swaps are an asset of $0.3 million at December 31, 2002 and a liability of $.7 million at December 31, 2001.

10. Accrued Workers' Compensation

The Company is liable under the federal Mine Safety and Health Act of 1977, as amended, to provide for pneumoconiosis (black lung) benefits to eligible employees, former employees, and dependents with respect to claims filed by such persons on or after July 1, 1973. The Company is also liable under various states' statutes for black lung benefits. The Company currently provides for federal and state claims principally through a self-insurance program. Charges are being made to operations as determined by independent actuaries, at the present value of the actuarially computed present and future liabilities for such benefits over the employees' applicable years of service. In addition, the Company is liable for workers' compensation benefits for traumatic injuries that are accrued as injuries are incurred. Traumatic

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claims are either covered through self-insured programs or through state sponsored workers' compensation programs. Workers' compensation costs (credits) include the following components:

	2002	2001	2000
Black Lung:			
Service cost	$ 72	$ 96	$ 64
Interest Cost	187	181	205
Net amortization	(713)	(883)	(1,197)
Total black lung disease:	(454)	(606)	(928)
Traumatic injury claims and assessments	1,194	1,067	766
Total provision	$ 740	$ 461	$ (162)

The actuarial assumptions used in the determination of black lung benefits included a discount rate of 7.00% as of December 31, 2002 (7.50% and 7.75% as of December 31, 2001 and 2000, respectively) and a black lung benefit cost escalation rate of 4% in each year. Net amortization represents the systematic recognition of actuarial gains or losses over a five year period.

Summarized below is information about the amounts recognized in the consolidated balance sheets for workers' compensation benefits:

	December 31,	
	2002	2001
Black lung costs	$5,598	$6,068
Traumatic Claims	1,886	1,669
Total obligations	7,484	7,737
Less current portion	528	713
Noncurrent obligations	$6,956	$7,024

The reconciliation of changes in the benefit obligation of the black lung liability is as follows:

	December 31,	
	2002	2001
Beginning of year obligation	$3,093	$2,932
Service cost	72	96
Interest cost	187	181
Actuarial (gain)	(388)	(93)
Benefit and administrative payments	(16)	(23)
Net obligation at end of year	2,948	3,093
Unrecognized gain	2,650	2,975
Accrued Cost	$5,598	$6,068

11. Employee Benefit Plans

Defined Benefit Pension and Other Postretirement Benefit Plans

The Company has non-contributory defined benefit pension plans covering certain of its salaried and non-union hourly employees. Benefits are generally based on the employee's years of service and

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

compensation. The Company funds the plans in an amount not less than the minimum statutory funding requirements nor more than the maximum amount that can be deducted for federal income tax purposes.

The Company also currently provides certain postretirement medical/life insurance coverage for eligible employees. Generally, covered employees who terminate employment after meeting eligibility requirements are eligible for postretirement coverage for themselves and their dependents. The salaried employee postretirement medical/life plans are contributory, with retiree contributions adjusted periodically, and contain other cost-sharing features such as deductibles and coinsurance. The postretirement medical plan for retirees who were members of the United Mine Workers of America ("UMWA") is not contributory. The Company's current funding policy is to fund the cost of all postretirement medical/ life insurance benefits as they are paid. Summaries of the changes in the benefit obligations, plan assets (primarily listed stocks and debt securities) and funded status of the plans are as follows:

	Pension Benefits		Other Postretirement Benefits	
	2002	2001	2002	2001
Change in Benefit Obligations				
Benefit obligations at January 1	$ 55,725	$48,407	$12,570	$12,344
Service cost	3,071	2,976	586	417
Interest cost	3,886	3,668	935	968
Benefits paid	(3,457)	(2,941)	(1,247)	(921)
Other-primarily actuarial (gain) Loss	(1,734)	3,615	1,784	(238)
Benefit obligations at December 31	$ 57,491	$55,725	$14,628	$12,570
Change in Plan Assets				
Value of plan assets at January 1	$ 49,609	$51,943	$ —	$ —
Actual return on plan assets	(5,245)	607	—	—
Employer contributions	—	—	1,247	921
Benefits paid	(3,457)	(2,941)	(1,247)	(921)
Value of plan assets at December 31	$ 40,907	$49,609	$ —	$ —
Funded Status of the Plans				
Accumulated obligations less plan assets	$ 16,584	$ 6,116	$14,628	$12,570
Unrecognized actuarial gain (loss)	(11,843)	(3,408)	(891)	1,081
Unrecognized net transition asset	37	117	—	—
Unrecognized prior service cost	422	562	2,150	2,526
Net liability recognized	$ 5,200	$ 3,387	$15,887	$16,177
Balance Sheet Amounts				
Minimum pension liability adjustment (other noncurrent liabilities)	$ (7,279)	$ (8)	$ —	$ —
Accrued benefit liabilities	12,479	3,395	15,887	16,177
Net liability recognized	5,200	3,387	15,887	16,177
Less current portion	5,200	—	1,228	881
Long term liability	$ —	$ 3,387	$14,659	$15,296

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

The following table provides the assumptions used to develop net periodic benefit cost and the actuarial present value of projected benefit obligations.

	Pension Benefits		Other Postretirement Benefits	
December 31,	2002	2001	2002	2001
Weighted Average Assumptions Discount rate	7.00%	7.50%	7.00%	7.50%
Rate of compensation increase	4.25%	4.50%	N/A	N/A
Expected return on plan assets	9.00%	9.00%	N/A	N/A

In determining the other postretirement benefit obligation at December 31, 2002, a 7.50% annual rate of increase in the cost of health care benefits is assumed for 2003. This rate gradually decreases to 5.00% in 2008 and remains at that level thereafter. The health care cost trend rate assumption can have a significant effect on the amounts reported. However, as the employer contribution cap was reached in 2002, the impact of health care cost trend rate changes is not material.

The following table details the components of pension and other postretirement benefit costs.

	Pension Benefits			Other Postretirement Benefits		
Year Ended December 31,	2002	2001	2000	2002	2001	2000
Service cost	$ 3,071	$ 2,976	$ 2,628	$ 586	$ 417	$ 485
Interest cost	3,886	3,668	3,143	935	968	1,179
Expected return on plan assets*	(4,825)	(4,306)	(4,099)	—	—	—
Other amortization and deferral	(319)	(1,063)	(1,242)	(564)	(404)	(298)
Curtailments	—	—	—	—	—	(2,646)
	$ 1,813	$ 1,275	$ 430	$ 957	$ 981	$(1,280)

* The Company does not fund its other postretirement liabilities.

In 2000, the Company amended its postretirement medical/life insurance plan to change eligibility requirements to 10 years of service after reaching age 45 for salaried and non-union hourly participants. This change triggered a curtailment that resulted in the recognition of $2.6 million in previously unrecognized prior service gains.

Other Plans

The Company sponsors savings plans which were established to assist eligible employees in providing for their future retirement needs. The Company's contributions to the plans were $2.8 million in 2002 and 2001, and $2.7 million in 2000.

12. Accrued Reclamation and Mine Closing Costs

The federal Surface Mining Control and Reclamation Act of 1977 and similar state statutes require that mine property be restored in accordance with specified standards and an approved reclamation plan. The Company accrues for the costs of final mine closure reclamation on an undiscounted basis over the estimated useful mining life of the property. These costs relate to reclaiming the pit and support acreage at surface mines and sealing portals at deep mines. Other costs of final mine closure common to both types of mining are related to reclaiming refuse and slurry ponds. The Company also accrues for significant reclamation that is completed during the mining process prior to final mine closure. The establishment of the final mine closure reclamation liability and the other ongoing reclamation liability is based upon permit requirements and requires various estimates and assumptions, principally associated with costs and

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

productivities. As of December 31, 2002, the Company estimated that its aggregate undiscounted cost of final mine closure was $220.6 million. The Company accrued $7.4 million, $6.3 million and $5.7 million in 2002, 2001 and 2000, respectively, for current and final mine closure reclamation. Cash payments for final mine closure reclamation and current disturbances approximated $1.3 million, $3.1 million and $3.2 million for 2002, 2001 and 2000, respectively. Periodically, the Company reviews its entire environmental liability and makes necessary adjustments for permit changes as granted by state authorities, additional costs resulting from accelerated mine closures, and revisions to costs and productivities, to reflect current experience. These recosting adjustments are accrued over future periods for ongoing operations and are recorded in cost of coal sales for idle properties. During 2002, the Company's recosting review resulted in an increase in the aggregate undiscounted cost of final mine closure of $15.4 million, all of which will be accrued in future periods. This increase is primarily due to higher estimated labor rates and equipment operating costs. The Company has not recorded any recosting adjustments as a component of costs of coal sales in 2002, 2001 and 2000. The Company's management believes it is making adequate provisions for all expected reclamation and other costs associated with mine closures.

As discussed in Note 1, beginning January 1, 2003, the Company will begin accounting for its final mine closure reclamation liabilities in accordance with FAS 143.

13. Concentration of Credit Risk and Major Customers

The Company places its cash equivalents in investment-grade short-term investments and limits the amount of credit exposure to any one commercial issuer.

The Company markets its coal principally to electric utilities in the United States. As of December 31, 2002 and 2001, accounts receivable from electric utilities located in the United States totaled $53.4 million and $57.1 million, respectively. Generally, credit is extended based on an evaluation of the customer's financial condition, and collateral is not generally required. Credit losses are provided for in the financial statements and historically have been minimal.

The Company is committed under long-term contracts to supply coal that meets certain quality requirements at specified prices. These prices are generally adjusted based on indices. Quantities sold under some of these contracts may vary from year to year within certain limits at the option of the customer. Sales (including spot sales) to major customers were as follows:

	2002	2001	2000
Southern Company	$53,693	$34,871	$16,691
Tennessee Valley Authority	$49,178	$38,940	$29,758

14. Related Party Transactions

The Company leases certain assets at its Thunder Basin operation from Little Thunder Leasing Company, a subsidiary of BP p.l.c. Lease expense for Little Thunder Leasing Company for the years ended December 31, 2002, 2001 and 2000 totaled $3.4 million, $7.6 and $7.5 million, respectively.

During 2000, the Company began mining on portions of a federal lease known as the Thundercloud tract. The Thundercloud tract contains approximately 353 million tons of demonstrated coal reserves and is contiguous to Company operations. Rights to the tract are owned by Arch Coal. Prior to mining, the Company entered into a sublease transaction with Arch Coal, which requires annual advance royalty payments which are fully recoupable against production on the Thundercloud tract. During 2002, 2001, and 2000, the Company made $12.7 million, $4.75 million, and $2.0 million, respectively, of advance royalty payments associated with this lease. The remaining payments are reflected in Note 14 under the caption "Royalties." In addition, the Company also pays a production royalty of 5.5% of realization and a

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

$0.01 per ton override royalty for every ton mined from the Thundercloud tract, resulting in production royalties paid to Arch Coal of $7.3 million, $4.9 million, and $2.4 million during 2002, 2001 and 2000, respectively.

The Company's cash transactions are managed by Arch Coal. Cash paid to or from the Company that is not considered a distribution or a contribution is maintained in an Arch Coal receivable account. At December 31, 2002 and 2001, the receivable from Arch Coal was $333.8 million and $259.8 million, respectively. This amount earns interest from Arch Coal at the prime interest rate. Interest earned for the years ended December 31, 2002, 2001 and 2000 was $13.6 million, $15.5 million and $13.7 million, respectively. The receivable is payable on demand by the Company; however, it is currently management's intention to not demand payment of the receivable within the next year. Therefore, the receivable is classified on the consolidated balance sheets as long-term.

The Company pays selling, general and administrative services fees to Arch Coal. Historically these fees were not intended to represent the fair value of the services performed, nor did they approximate amounts that would be expected to be incurred if the Company were a stand-alone entity. In connection with the Company's registration of debt securities with the Securities and Exchange Commission, management of Arch Coal allocated additional expenses to the Company in the amount of $10.7 million, $10.8 million and $9.0 million for the years ended December 31, 2002, 2001 and 2000, respectively. Expenses were allocated based on Arch Coal's best estimates of proportional or incremental costs, whichever is more representative of costs incurred by Arch Coal on behalf of the Company. The following additional costs have been included in selling, general and administrative expenses in the accompanying condensed consolidated statements of operations. Arch Coal contributed these additional expenses to the Company. These additional expenses are not subject to repayment by the Company and are reflected as a capital contribution to the Company from Arch Coal.

	December 31,		
	2002	2001	2000
Net income (loss) as previously reported	$ 30,610	$ 42,119	$(11,708)
Adjustments for expenses not previously allocated	(10,701)	(10,777)	(9,041)
Net income (loss) after allocated expenses	$ 19,909	$ 31,342	$(20,749)

As described in Note 1, the Company has a 65% ownership interest in Canyon Fuel which is accounted for on the equity method. The Company receives administration and production fees from Canyon Fuel for managing the Canyon Fuel operations. The fee arrangement is calculated annually and is approved by the Canyon Fuel Management Board. The production fee is calculated on a per-ton basis while the administration fee represents the costs incurred by the Company's employees related to Canyon Fuel administrative matters. The fees recognized as other income by the Company and as expense by Canyon Fuel were $9.5 million, $8.1 million and $7.4 million for the years ended December 31, 2002, 2001 and 2000, respectively. Amounts receivable from Canyon Fuel were $6.3 million and $2.7 million as of December 31, 2002 and 2001, respectively. Such amounts are classified as other receivables in the Consolidated Balance Sheets.

15. Commitments and Contingencies

The Company leases equipment, land and various other properties under noncancelable long-term leases, expiring at various dates. Rental expense related to these operating leases amounted to $5.1 million in 2002, $9.1 million in 2001 and $9.6 million in 2000. The Company has also entered into various non-cancelable royalty lease agreements and federal lease bonus payments under which future minimum payments are due.

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Minimum payments due in future years under these agreements in effect at December 31, 2002 are as follows (in thousands):

	Operating Leases	Royalties
2003	$ 4,281	$ 10,630
2004	1,669	10,629
2005	1,669	10,572
2006	2,245	10,546
2007	608	10,489
Thereafter	866	64,164
	$11,338	$117,030

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 will not have a material adverse effect on the consolidated financial condition, results of operations or liquidity of the Company.

16. Cash Flow

The changes in operating assets and liabilities as shown in the consolidated statements of cash flows are comprised of the following:

	2002	2001	2000
Decrease (increase) in operating assets:			
Trade and other receivables	$ 4,513	$ (7,403)	$ (3,057)
Receivable from Arch Coal, Inc.	(70,747)	(70,736)	(55,710)
Inventories	(4,259)	(3,285)	2,939
Increase (decrease) in operating liabilities:			
Accounts payable and accrued expenses	10,644	(11,739)	3,476
Accrued postretirement benefits other than pension	(637)	48	(2,473)
Accrued reclamation and mine closure	5,668	6,374	4,429
Accrued workers’ compensation	(68)	(402)	(1,725)
Changes in operating assets and liabilities	$(54,886)	$(87,143)	$(52,121)

17. Supplemental Condensed Consolidating Financial Information

The Company anticipates filing a registration statement with the Securities and Exchange Commission for the registration of 6 3/4% Senior Notes due 2013. Certain subsidiaries of the Company have fully and unconditionally guaranteed the Notes. The guarantees are joint and several.

The following tables present the condensed consolidating financial information for (i) the Company, (ii) the issuer of the Notes being registered (Arch Western Finance, LLC, a wholly-owned subsidiary of the Company) (iii) its wholly-owned subsidiaries (Thunder Basin Coal Company, L.L.C., Mountain Coal Company, L.L.C., and Arch of Wyoming, LLC), on a combined basis, which are guarantors under the Notes, and (iv) its majority owned subsidiary (Canyon Fuel Company, LLC) which is not a guarantor under the Notes. Separate financial statements of Canyon Fuel Company, LLC will be included in the registration statement. Amounts included in the following consolidating condensed financial statements for Canyon Fuel represent amounts recorded by the Company under the equity method of accounting.

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

STATEMENTS OF OPERATIONS
Year ended December 31, 2002

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Coal sales revenues	$ —	$492,191	$ —	$ —	$492,191
Income from equity investment	52,724	—	7,774	(52,724)	7,774
Other operating income	11,051	3,164	—	—	14,215
	63,775	495,355	7,774	(52,724)	514,180
Cost of coal sales	891	449,253	—	—	450,144
Selling, general and administrative	13,011	—	—	—	13,011
Sales contract amortization	—	1,201	—	—	1,201
	13,902	450,454	—	—	464,356
Income from operations	49,873	44,901	7,774	(52,724)	49,824
Interest expense	(43,566)	(38)	—	—	(43,604)
Interest income primarily from Arch Coal, Inc.	13,602	87	—	—	13,689
	(29,964)	49	—	—	(29,915)
Net income (loss)	$ 19,909	$ 44,950	$7,774	$(52,724)	$ 19,909

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

BALANCE SHEET
December 31, 2002

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 194	$ 55	$ —	$ —	$ 249
Trade accounts receivable	56,258	—	—	—	56,258
Other receivables	1,287	4,178	—	—	5,465
Inventories	—	35,727	—	—	35,727
Other current assets	2,720	2,304	—	—	5,024
Total current assets	60,459	42,264	—	—	102,723
Property, plant and equipment, net	—	765,420	—	—	765,420
Investment in subsidiaries	1,122,649	—	160,787	(1,122,649)	160,787
Coal supply agreements	—	5,223	—	—	5,223
Receivable from Arch Coal, Inc.	333,825	—	—	—	333,825
Intercompanies	(288,844)	288,844	—	—	—
Other	5,083	—	—	—	5,083
Total other assets	1,172,713	294,067	160,787	(1,122,649)	504,918
Total assets	$1,233,172	$1,101,751	$160,787	$(1,122,649)	$1,373,061
Accounts payable	$ 6,784	$ 24,386	$ —	$ —	$ 31,170
Accrued expenses	15,408	43,835	—	—	59,243
Total current liabilities	22,192	68,221	—	—	90,413
Long term debt	675,000	—	—	—	675,000
Accrued postretirement benefits other than pension	14,659	—	—	—	14,659
Accrued reclamation and mine closure	—	67,372	—	—	67,372
Accrued workers' compensation	5,580	1,376	—	—	6,956
Other noncurrent liabilities	41,767	2,920	—	—	44,687
Total liabilities	759,198	139,889	—	—	899,087
Redeemable equity interests	4,733	—	—	—	4,733
Non-redeemable members' equity	469,241	961,862	160,787	(1,122,649)	469,241
Total liabilities, redeemable equity interests and non-redeemable members' equity	$1,233,172	$1,101,751	$160,787	$(1,122,649)	$1,373,061

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

STATEMENT OF CASH FLOWS
Year ended December 2002

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Operating Activities				
Cash provided by (used in) operating activities	$(12,808)	$ 63,767	$ 17,121	$ 68,080
Investing Activities				
Additions to property, plant, and equipment	—	(51,360)	—	(51,360)
Proceeds from dispositions of PP & E	—	11	—	11
Additions to prepaid royalties	—	(12,750)	—	(12,750)
Cash used in investing activities	—	(64,099)	—	(64,099)
Financing Activities				
Debt financing costs	(4,193)	—	—	(4,193)
Transactions with affiliates	17,121	—	(17,121)	—
Cash provided by (used in) financing activities	12,928	—	(17,121)	(4,193)
Increase (Decrease) in cash and cash equivalents	120	(332)	—	(212)
Cash and cash equivalents, beginning of period	74	387	—	461
Cash and cash equivalents, end of period	$ 194	$ 55	$ —	$ 249

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

STATEMENTS OF OPERATIONS
Year ended December 31, 2001

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Coal sales revenues	$ —	$468,137	$ —	$ —	$468,137
Income from equity investment	59,615	—	26,250	(59,615)	26,250
Other operating income	12,969	8,357	—	—	21,326
	72,584	476,494	26,250	(59,615)	515,713
Cost of coal sales	(892)	441,255	—	—	440,363
Selling, general and administrative	13,004	—	—	—	13,004
Sales contract amortization	—	1,976	—	—	1,976
	12,112	443,231	—	—	455,343
Income from operations	60,472	33,263	26,250	(59,615)	60,370
Interest expense	(44,604)	(33)	—	—	(44,637)
Interest income primarily from Arch Coal, Inc.	15,474	135	—	—	15,609
	(29,130)	102	—	—	(29,028)
Net income (loss)	$ 31,342	$ 33,365	$26,250	$(59,615)	$ 31,342

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

BALANCE SHEET
December 31, 2001

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 74	$ 387	$ —	$ —	$ 461
Trade accounts receivable	64,087	—	—	—	64,087
Other receivables	941	1,208	—	—	2,149
Inventories	—	31,468	—	—	31,468
Prepaid royalties	—	1,344	—	—	1,344
Other current assets	2,397	3,437	—	—	5,834
Total current assets	67,499	37,844	—	—	105,343
Property, plant and equipment, net	—	785,532	—	—	785,532
Investment in subsidiaries	1,089,516	—	170,686	(1,089,516)	170,686
Coal supply agreements	—	6,424	—	—	6,424
Receivable from Arch Coal, Inc.	259,822	—	—	—	259,822
Intercompanies	(217,358)	217,358	—	—	—
Other	1,881	—	—	—	1,881
Total other assets	1,133,861	223,782	170,686	(1,089,516)	438,813
Total assets	$1,201,360	$1,047,158	$170,686	$(1,089,516)	$1,329,688
Accounts payable	$ 4,266	$ 21,773	$ —	$ —	$ 26,039
Accrued expenses	11,331	42,399	—	—	53,730
Total current liabilities	15,597	64,172	—	—	79,769
Long term debt	675,000	—	—	—	675,000
Accrued postretirement benefits other than pension	15,296	—	—	—	15,296
Accrued reclamation and mine closure	—	61,704	—	—	61,704
Accrued workers' compensation	6,044	980	—	—	7,024
Accrued pension cost	3,387	—	—	—	3,387
Other noncurrent liabilities	25,627	1,472	—	—	27,099
Total liabilities	740,951	128,328	—	—	869,279
Redeemable equity interests	4,667	—	—	—	4,667
Non-redeemable members' equity	455,742	918,830	170,686	(1,089,516)	455,742
Total liabilities, redeemable equity interests and non-redeemable members' equity	$1,201,360	$1,047,158	$170,686	$(1,089,516)	$1,329,688

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

STATEMENT OF CASH FLOWS
Year ended December 2001

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Operating Activities				
Cash provided by (used in) operating activities	$(42,219)	$ 29,758	$ 42,219	$ 29,758
Investing Activities				
Additions to property, plant, and equipment	—	(32,142)	—	(32,142)
Proceeds from dispositions of PP & E	—	7,501	—	7,501
Additions to prepaid royalties	—	(4,750)	—	(4,750)
Cash used in investing activities	—	(29,391)	—	(29,391)
Financing Activities				
Transactions with affiliates	42,219	—	(42,219)	—
Cash provided by (used in) financing activities	42,219	—	(42,219)	—
Increase in cash and cash equivalents	—	367	—	367
Cash and cash equivalents, beginning of period	74	20	—	94
Cash and cash equivalents, end of period	$ 74	$ 387	$ —	$ 461

ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

STATEMENTS OF OPERATIONS
Year ended December 31, 2000

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Coal sales revenues	$ —	$393,619	$ —	$ —	$393,619
Income from equity investment	10,561	—	12,837	(10,561)	12,837
Other operating income	7,358	2,772	—	—	10,130
	17,919	396,391	12,837	(10,561)	416,586
Cost of coal sales	(5,658)	389,266	—	—	383,608
Selling, general, and administrative	10,991	—	—	—	10,991
Sales contract amortization	—	9,536	—	—	9,536
	5,333	398,802	—	—	404,135
Income from operations	12,586	(2,411)	12,837	(10,561)	12,451
Interest expense	(47,060)	103	—	—	(46,957)
Interest income primarily from Arch Coal, Inc.	13,725	32	—	—	13,757
	(33,335)	135	—	—	(33,200)
Net income (loss)	$(20,749)	$ (2,276)	$12,837	$(10,561)	$ (20,749)

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of dollars) — (Continued)

STATEMENT OF CASH FLOWS
Year ended December 2000

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Operating Activities				
Cash provided by (used in) operating activities	$(24,867)	$ 23,249	$ 23,897	$ 22,279
Investing Activities				
Additions to property, plant, and equipment	—	(28,535)	—	(28,535)
Proceeds from coal supply agreements	—	8,512	—	8,512
Additions to prepaid royalties	—	(2,500)	—	(2,500)
Proceeds from dispositions of PP & E	—	134	—	134
Cash used in investing activities	—	(22,389)	—	(22,389)
Financing Activities				
Transactions with affiliates	23,897	—	(23,897)	—
Cash provided by (used in) financing activities	—	—	—	—
Increase (Decrease) in cash and cash equivalents	(970)	860	—	(110)
Cash and cash equivalents, beginning of period	1,044	(840)	—	204
Cash and cash equivalents, end of period	$ 74	$ 20	$ —	94

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ARCH WESTERN RESOURCES, LLC

CONDENSED CONSOLIDATED BALANCE SHEETS

(IN THOUSANDS)

	June 30, 2003	December 31, 2002
	(Unaudited)	
Assets		
Current assets		
Cash and cash equivalents	$ 1,395	$ 249
Trade receivables	45,880	56,258
Other receivables	3,290	5,465
Inventories	34,940	35,727
Other	5,111	5,024
Total current assets	90,616	102,723
Property, plant and equipment, net	772,125	765,420
Other assets		
Investment in Canyon Fuel	159,686	160,787
Coal supply agreements	5,031	5,223
Receivable from Arch Coal, Inc.	343,106	333,825
Other	14,483	5,083
	522,306	504,918
Total assets	$1,385,047	$1,373,061
Liabilities and members' equity		
Current liabilities		
Accounts payable	$ 27,075	$ 31,170
Accrued expenses	66,864	59,243
Total current liabilities	93,939	90,413
Long-term debt	700,000	675,000
Accrued postretirement benefits other than pension	13,378	14,659
Asset retirement obligations	96,464	67,372
Accrued workers' compensation	6,996	6,956
Other noncurrent liabilities	9,415	44,687
Total liabilities	920,192	899,087
Redeemable equity interests	4,958	4,733
Non-redeemable members' equity	459,897	469,241
Total liabilities, redeemable equity interests and non-redeemable members' equity	$1,385,047	$1,373,061

See notes to condensed consolidated financial statements.

ARCH WESTERN RESOURCES, LLC

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(IN THOUSANDS)
(UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2003	2002	2003	2002
		(Unaudited)		
Revenues and operating income				
Coal sales revenues	$128,774	$113,524	$242,063	$223,585
Income (loss) from equity investment	8,053	(198)	16,204	1,070
Other operating income	3,157	2,487	6,295	4,995
	139,984	115,813	264,562	229,650
Costs and expenses				
Cost of coal sales	114,442	104,142	220,446	209,983
Selling, general and administrative expenses	3,652	3,255	7,441	6,435
Amortization of coal supply agreements	97	97	192	261
	118,191	107,494	228,079	216,679
Income from operations	21,793	8,319	36,483	12,971
Interest expense, net:				
Interest expense	(10,430)	(11,957)	(20,557)	(21,567)
Interest income primarily from Arch Coal, Inc.	3,954	3,408	7,502	6,529
	(6,476)	(8,549)	(13,055)	(15,038)
Other non-operating income (expense):				
Expenses from early debt extinguishment	(4,896)	—	(4,896)	—
Income (loss) before cumulative effect of accounting change	10,421	(230)	18,532	(2,067)
Cumulative effect of accounting change	—	—	(18,278)	—
Net income (loss)	$ 10,421	$ (230)	$ 254	$ (2,067)
Net income (loss) attributable to redeemable equity interests	52	(1)	1	(10)
Net income (loss) attributable to non-redeemable equity interests	10,369	(229)	253	(2,057)

See notes to condensed consolidated financial statements.

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ARCH WESTERN RESOURCES, LLC

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(IN THOUSANDS)
(UNAUDITED)

	Six Months Ended June 30,	
	2003	2002
	(Unaudited)	
Operating activities		
Net income (loss)	$ 254	$ (2,067)
Adjustments to reconcile to cash provided by operating activities:		
Depreciation, depletion and amortization	30,980	35,558
Prepaid royalties expensed	—	926
Expenses resulting from early debt extinguishment	4,896	—
Accretion on asset retirement obligations	5,357	—
Net gain on disposition of assets	(10)	(30)
Income from equity investment	(16,204)	(1,070)
Net distributions from equity investment	16,168	17,777
Cumulative effect of accounting change	18,278	—
Allocation of expenses paid by Arch Coal, Inc.	—	5,384
Changes in:		
Receivables	12,552	8,425
Inventories	787	(6,540)
Accounts payable and accrued expenses	(9,793)	848
Note receivable/payable to Arch Coal	(53,604)	(27,380)
Accrued postretirement benefits other than pension	(1,281)	(165)
Asset retirement obligations	(7,702)	2,791
Accrued workers' compensation benefits	40	176
Other	18	3,772
Cash provided by operating activities	736	38,405
Investing activities		
Additions to property, plant and equipment	(10,203)	(31,958)
Proceeds from dispositions of property, plant and equipment	10	30
Additions to prepaid royalties	—	(2,750)
Cash used in investing activities	(10,193)	(34,678)
Financing activities		
Proceeds from issuance of senior notes	700,000	—
Debt financing cost	(14,397)	(4,127)
Payments on term debt	(675,000)	—
Cash provided by (used in) financing activities	10,603	(4,127)
Increase (decrease) in cash and cash equivalents	1,146	(400)
Cash and cash equivalents, beginning of period	249	461
Cash and cash equivalents, end of period	$ 1,395	$ 61

See notes to condensed consolidated financial statements.

ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2003
(UNAUDITED)

Note A – General

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles for interim financial reporting and Securities and Exchange Commission regulations, but are subject to any year-end adjustments that may be necessary. 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 period ended June 30, 2003 are not necessarily indicative of results to be expected for the year ending December 31, 2003.

Arch Western Resources, LLC (the "Company") was formed as a joint venture on June 1, 1998 when Arch Coal, Inc. ("Arch Coal") acquired the United States coal operations of Atlantic Richfield Company and combined these operations with Arch Coal's western operations. Arch Western's membership interests are owned 99% by Arch Coal and 1% by an affiliate of BP p.l.c. ("BP"), the successor to Atlantic Richfield Company. Arch Coal's ownership is comprised entirely of common membership interests, while BP's ownership is comprised of a 0.5% common membership interest and a 0.5% preferred membership interest.

Under the terms of the Company's membership agreement, net profits and losses are allocated only to the common membership interests on the basis of 99.5% to Arch Coal and 0.5% to BP. No profit or loss is allocated to the preferred membership interest of BP. Except for a Preferred Return, distributions to members are allocated on the basis of 99.5% to Arch Coal and 0.5% to BP. The Preferred Return entitles BP to receive an annual distribution from the common membership interests equal to 4% of the preferred capital account balance at the end of the year. The Preferred Return is payable at the Company's discretion.

The Company mines and markets steam coal from surface and deep mines for sale to utility and industrial customers in the United States and certain export markets. The Company's principal subsidiaries are Thunder Basin Coal Company, LLC, which operates a surface coal mine and owns one idle mine in the Powder River Basin in Wyoming; Mountain Coal Company, LLC, which operates one underground coal mine in Colorado; and Arch of Wyoming, which operates two surface coal mines in the Hanna Basin in Wyoming. In addition to these wholly owned operating units, the Company has a 65% interest in Canyon Fuel Company, LLC ("Canyon Fuel"). Canyon Fuel operates three underground coal mines in Utah. This interest is accounted for on the equity method in the financial statements as a result of certain super-majority voting rights in the Canyon Fuel joint venture agreement. Income from Canyon Fuel is reflected in the consolidated statements of operations as income from equity investment.

Note B – Transactions or Events Affecting Comparability of Reported Results

During the three and six months ended June 30, 2003, the Company was notified by the State of Wyoming of a favorable ruling as it relates to the Company's calculation of coal severance taxes. The ruling results in a refund of previously paid taxes and the reversal of previously accrued taxes payable. The impact on the three and six months ended June 30, 2003 was a gain of $3.3 million, which is reflected in cost of coal sales in the accompanying Condensed Consolidated Statements of Operations.

Note C – Adoption of FAS 143

On January 1, 2003, the Company adopted Statement of Financial Accounting Standards No. 143, *Accounting for Asset Retirement Obligations* (FAS 143). FAS 143 requires legal obligations associated with the retirement of long-lived assets to be recognized at fair value at the time the obligations are incurred. Upon initial recognition of a liability, that cost should be capitalized as part of the related long-

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lived asset and allocated to expense over the useful life of the asset. Previously, the Company accrued for the expected costs of these obligations over the estimated useful mining life of the property.

The cumulative effect of the change on periods prior January 1, 2003 resulted in a charge to income of $18.3 million, which is included in income for the six months ended June 30, 2003. In addition, the net income of the Company, excluding the cumulative effect of accounting change, for the quarter and six months ended June 30, 2003 is $1.2 and $2.4 million less than it would have been if the Company had continued to account for these obligations under its old method.

The unaudited proforma amounts below reflect the retroactive application of FAS 143 and the corresponding elimination of the cumulative accounting change:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2003	2002	2003	2002
	(in thousands)			
Net income (loss)	$10,421	$ (230)	$ 254	$(2,067)
Proforma net income	10,421	(1,369)	18,532	(4,481)

If the Company had accounted for its asset retirement obligations in accordance with FAS 143 for all periods presented, the asset retirement obligation liability (including amounts classified as current) would have been $104.2 million, $109.0 million, and $113.7 million at January 1, 2002, June 30, 2002, and December 31, 2002, respectively.

The following table describes the changes to the Company's asset retirement obligation for the six months ended June 30, 2003:

Balance at December 31, 2002 (including current portion)	$ 69,069
Impact of adoption	44,614
Accretion expense	5,357
Payments	(7,735)
Balance at June 30, 2003 (including current portion)	$111,305

Note D – Investment in Canyon Fuel

The following table presents unaudited summarized financial information for Canyon Fuel, which is accounted for on the equity method.

	Three Months Ended June 30,		Six Months Ended June 30,	
Condensed Income Statement Information	2003	2002	2003	2002
	(in thousands)			
Revenues	$62,468	$59,652	$121,483	$137,300
Total costs and expenses	53,240	62,445	103,136	139,599
Net income (loss) before cumulative effect of accounting change	$ 9,228	$ (2,793)	$ 18,347	$ (2,299)
65% of Canyon Fuel net income (loss) before cumulative effect of accounting change	$ 5,998	$ (1,815)	$ 11,926	$ (1,494)
Effect of purchase adjustments	2,055	1,617	4,278	2,564
Arch Western's income (loss) from its equity investment in Canyon Fuel	$ 8,053	$ (198)	$ 16,204	$ 1,070

ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The Company's income from its equity investment in Canyon Fuel represents 65% of Canyon Fuel's net income after adjusting for the effect of purchase adjustments primarily related to its investment in Canyon Fuel. The Company's investment in Canyon Fuel reflects purchase adjustments primarily related to the reduction in amounts assigned to sales contracts, mineral reserves and other property, plant and equipment. The purchase adjustments are amortized consistent with the underlying assets of the joint venture.

Effective January 1, 2003, Canyon Fuel adopted FAS 143 and recorded a cumulative expense loss of $2.4 million. The Company's 65% share of this amount was offset by purchase adjustments of $0.5 million. These amounts are included in the cumulative effect of accounting change reported in the Company's condensed consolidated statements of operations.

Note E – Other Comprehensive Income

Other comprehensive income items under FAS 130, *Reporting Comprehensive Income,* are transactions recorded in members' equity during the year from non-owner sources. The following table presents comprehensive income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2003	2002	2003	2002
	(in thousands)			
Net income (loss)	$10,421	$ (230)	$ 254	$(2,067)
Other comprehensive income (loss) (net of amounts reclassified to earnings)	(7,672)	(1,801)	(9,326)	4,898
Total comprehensive income (loss)	$ 2,749	$(2,031)	$(9,072)	$ 2,831

Other comprehensive income for all periods presented is comprised entirely of mark-to-market adjustments related to the Company's financial derivatives positions for the periods when those positions were deemed to be effective hedges.

Note F – Inventories

Inventories consists of the following:

	June 30, 2003	December 31, 2002
	(in thousands)	
Coal	$14,917	$15,475
Repair parts and supplies	20,023	20,252
	$34,940	$35,727

Note G – Debt

On June 25, 2003, Arch Western Finance, LLC, a subsidiary of the Company, completed the offering of $700 million of senior notes and utilized the proceeds of the offering to repay the Company's existing $675 million term loans. The senior notes bear a fixed rate of interest of 6.75% and are due in full on July 1, 2013. Interest on the senior notes is payable on January 1 and July 1 each year commencing January 1, 2004. The senior notes are guaranteed by the Company and certain of its subsidiaries and are secured by a security interest in loans made by the Company to Arch Coal. The terms of the senior notes contain restrictive covenants that limit the Company's ability to, among other things, incur additional debt, sell or transfer assets, and make investments.

ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

In connection with the repayment of the term loans, the Company recognized expenses of $4.9 million related to the write-off of loan fees and other debt extinguishment costs. Additionally, the Company had designated certain interest rate swaps as hedges of the variable rate interest payments due under the existing term loans. Pursuant to the requirements of Statement of Financial Accounting Standards No. 133, *Accounting for Derivative Instruments and Hedging Activities* ("FAS 133"), historical mark-to-market adjustments related to these swaps through June 25, 2003 of $44.3 million were deferred as a component of Accumulated Other Comprehensive Loss. Subsequent to the repayment of the term loans, these deferred amounts will be amortized as additional expense over the original contractual terms of the swap agreements. The swap agreements contractual termination dates range from September 2005 through October 2007.

Concurrent with the retirement of the term loans, Arch Coal assumed the Company's liabilities under the interest rate swap agreements in exchange for a reduction in the Company's receivable from Arch Coal. This transaction was accounted for based on the fair value of the swaps at June 25, 2003. No gain or loss was recognized in connection with the transaction.

Note H – Related Party Transactions

The Company pays selling, general and administrative services fees to Arch Coal. Expenses are allocated based on Arch Coal's best estimates of proportional or incremental costs, whichever is more representative of costs incurred by Arch Coal on behalf of the Company. Amounts allocated to the Company by Arch Coal were $3.7 million and $3.3 million for the quarters ended June 30, 2003 and 2002, respectively, and $7.4 million and $6.4 million for the six month periods ended June 30, 2003 and 2002, respectively. Such amounts are reported as selling, general and administrative expenses in the accompanying Condensed Consolidated Statements of Operations.

Note I – Reclassifications

Certain amounts in the 2002 financial statements have been reclassified to conform with the classifications in the 2003 financial statements with no effect on previously reported net income (loss) or members' equity.

Note J – Supplemental Condensed Consolidating Financial Information

In accordance with the indenture governing the Arch Western Finance 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 condensed consolidating financial information for (i) the Company, (ii) the issuer of the senior notes (Arch Western Finance, LLC, a wholly-owned subsidiary of the Company) (iii) its wholly-owned subsidiaries (Thunder Basin Coal Company, LLC, Mountain Coal Company, LLC, and Arch of Wyoming, LLC), on a combined basis, which are guarantors under the Notes, and (iv) its majority owned subsidiary (Canyon Fuel Company, LLC) which is not a guarantor under the Notes. Amounts included in the following consolidating condensed financial statements for Canyon Fuel represent amounts recorded by the Company under the equity method of accounting.

ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In thousands of dollars)

STATEMENTS OF OPERATIONS

Three Months Ended June 30, 2003

	Parent Company	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Coal sales revenues	$ —	$ —	$128,774	$ —	$ —	$128,774
Income from equity investment	23,073	—	—	8,053	(23,073)	8,053
Other operating income	2,966	—	191	—	—	3,157
	26,039	—	128,965	8,053	(23,073)	139,984
Cost of coal sales	573	—	113,869	—	—	114,442
Selling, general and administrative	3,652	—	—	—	—	3,652
Sales contract amortization	—	—	97	—	—	97
	4,225	—	113,966	—	—	118,191
Income from operations	21,814	—	14,999	8,053	(23,073)	21,793
Interest expense	(10,427)	(647)	(650)	—	1,294	(10,430)
Interest income	3,930	647	671	—	(1,294)	3,954
	(6,497)	—	21	—	—	(6,476)
Expenses from early debt extinguishment	(4,896)	—	—	—	—	(4,896)
Net income (loss)	$ 10,421	$ —	$ 15,020	$8,053	$(23,073)	$ 10,421

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In thousands of dollars)

STATEMENTS OF OPERATIONS

Six Months Ended June 30, 2003

	Parent Company	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Coal sales revenues	$ —	$ —	$242,063	$ —	$ —	$242,063
Income from equity investment	38,563	—	—	16,204	(38,563)	16,204
Other operating income	6,000	—	295	—	—	6,295
	44,563	—	242,358	16,204	(38,563)	264,562
Cost of coal sales	621	—	219,825	—	—	220,446
Selling, general and administrative	7,441	—	—	—	—	7,441
Sales contract amortization	—	—	192	—	—	192
	8,062	—	220,017	—	—	228,079
Income from operations	36,501		22,341	16,204	(38,563)	36,483
Interest expense	(20,550)	(647)	(654)	—	1,294	(20,557)
Interest income	7,477	647	672	—	(1,294)	7,502
	(13,073)	—	18	—	—	(13,055)
Expenses from early debt extinguishment	(4,896)	—	—	—	—	(4,896)
Income before cumulative effect	18,532	—	22,359	16,204	(38,563)	18,532
Cumulative effect of accounting change	(18,278)	—	—	—	—	(18,278)
Net income (loss)	$ 254	$ —	$ 22,359	$16,204	$(38,563)	$ 254

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In thousands of dollars)

BALANCE SHEET

June 30, 2003

	Parent Company	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 1,326	$ —	$ 69	$ —	$ —	$ 1,395
Trade accounts receivable	45,880	—	—	—	—	45,880
Other receivables	1,112	—	2,178	—	—	3,290
Inventories	—	—	34,940	—	—	34,940
Other current assets	933	—	4,178	—	—	5,111
Total current assets	49,251	—	41,365	—	—	90,616
Property, plant and equipment, net	—	—	772,125	—	—	772,125
Investment in subsidiaries	1,152,160	—	—	159,686	(1,152,160)	159,686
Coal supply agreements	—	—	5,031	—	—	5,031
Receivable from Arch Coal, Inc.	343,106	—	—	—	—	343,106
Intercompanies	(1,051,475)	700,000	351,475	—	—	—
Other	14,483	—	—	—	—	14,483
Total other assets	458,274	700,000	356,506	159,686	(1,152,160)	522,306
Total assets	$ 507,525	$700,000	$1,169,996	$159,686	$(1,152,160)	$1,385,047
Accounts payable	$ 4,649	$ —	$ 22,426	$ —	$ —	$ 27,075
Accrued expenses	10,623	—	56,241	—	—	66,864
Total current liabilities	15,272	—	78,667	—	—	93,939
Long term debt	—	700,000	—	—	—	700,000
Accrued postretirement benefits other than pension	13,378	—	—	—	—	13,378
Accrued reclamation and mine closure	—	—	96,464	—	—	96,464
Accrued workers' compensation	6,478	—	518	—	—	6,996
Other noncurrent liabilities	7,542	—	1,873	—	—	9,415
Total liabilities	42,670	700,000	177,522	—	—	920,192
Redeemable equity interests	4,958	—	—	—	—	4,958
Non-redeemable members' equity	459,897	—	992,474	159,686	(1,152,160)	459,897
Total liabilities, redeemable equity interests and non-redeemable members' equity	$ 507,525	$700,000	$1,169,996	$159,686	$(1,152,160)	$1,385,047

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In thousands of dollars)

STATEMENT OF CASH FLOWS

Six Months Ended June 30, 2003

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	AWR Finance	Consolidated
Operating Activities					
Cash provided by (used in) operating activities	$ (25,639)	$ 10,207	$ 16,168	$ —	$ 736
Investing Activities					
Additions to property, plant, and equipment	—	(10,203)	—	—	(10,203)
Proceeds from dispositions of property, plant and equipment	—	10	—	—	10
Cash used in investing activities	—	(10,193)	—	—	(10,193)
Financing Activities					
Proceeds from issuance of senior notes	—	—	—	700,000	700,000
Debt financing costs	(14,397)	—	—	—	(14,397)
Transactions with affiliates	716,168	—	(16,168)	(700,000)	—
Payments on term debt	(675,000)	—	—	—	(675,000)
Cash provided by (used in) financing activities	26,771	—	(16,168)	—	10,603
Increase in cash and cash equivalents	1,132	14	—	—	1,146
Cash and cash equivalents, beginning of period	194	55	—	—	249
Cash and cash equivalents, end of period	$ 1,326	$ 69	$ —	$ —	$ 1,395

ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In thousands of dollars)

STATEMENTS OF OPERATIONS

Three Months Ended June 30, 2002

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Coal sales revenues	$ —	$113,524	$ —	$ —	$113,524
Income from equity investment	9,714	—	(198)	(9,714)	(198)
Other operating income	2,390	97	—	—	2,487
	12,104	113,621	(198)	(9,714)	115,813
Cost of coal sales	476	103,666	—	—	104,142
Selling, general and administrative	3,255	—	—	—	3,255
Sales contract amortization	—	97	—	—	97
	3,731	103,763	—	—	107,494
Income from operations	8,373	9,858	(198)	(9,714)	8,319
Interest expense	(11,933)	(24)	—	—	(11,957)
Interest income	3,330	78	—	—	3,408
	(8,603)	54	—	—	(8,549)
Net income (loss)	$ (230)	$ 9,912	$(198)	$(9,714)	$ (230)

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ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In thousands of dollars)

STATEMENTS OF OPERATIONS

Six Months Ended June 30, 2002

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Coal sales revenues	$ —	$223,585	$ —	$ —	$223,585
Income from equity investment	16,162	—	1,070	(16,162)	1,070
Other operating income	4,776	219	—	—	4,995
	20,938	223,804	1,070	(16,162)	229,650
Cost of coal sales	1,465	208,518	—	—	209,983
Selling, general and administrative	6,435	—	—	—	6,435
Sales contract amortization	—	261	—	—	261
	7,900	208,779	—	—	216,679
Income from operations	13,038	15,025	1,070	(16,162)	12,971
Interest expense	(21,551)	(16)	—	—	(21,567)
Interest income	6,446	83	—	—	6,529
	(15,105)	67	—	—	(15,038)
Net income (loss)	$ (2,067)	$ 15,092	$1,070	$(16,162)	$ (2,067)

ARCH WESTERN RESOURCES, LLC

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

(In thousands of dollars)

STATEMENT OF CASH FLOWS

Six Months Ended June 30, 2002

	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Operating Activities				
Cash provided by (used in) operating activities	$(13,645)	$ 34,273	$ 17,777	$ 38,405
Investing Activities				
Additions to property, plant, and equipment	—	(31,958)	—	(31,958)
Additions to prepaid royalties	—	(2,750)	—	(2,750)
Proceeds from dispositions of property, plant and equipment	—	30	—	30
Cash used in investing activities	—	(34,678)	—	(34,678)
Financing Activities				
Debt financing costs	(4,127)	—	—	(4,127)
Transactions with affiliates	17,777	—	(17,777)	—
Cash provided by (used in) financing activities	13,650	—	(17,777)	(4,127)
Increase in cash and cash equivalents	5	(405)	—	(400)
Cash and cash equivalents, beginning of period	74	387	—	461
Cash and cash equivalents, end of period	$ 79	$ (18)	$ —	$ 61

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

The Issuer and each subsidiary guarantor are limited liability companies organized under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act, or the Delaware LLC Act, provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement.

The Limited Liability Company Agreements of Arch of Wyoming, LLC and Arch Western Finance, LLC each provide that no member, director or officer of either company will be liable to the company, or any other person or entity who has an interest in the company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such member, director or officer in good faith on behalf of the company and in a manner reasonably believed to be within the scope of the authority conferred on such member, director or officer by the company's limited liability company agreement, unless such act or omission constituted bad faith, gross negligence, fraud or willful misconduct. To the fullest extent permitted by applicable law, indemnified parties will be entitled to indemnification from the company for any loss, damage or claim incurred by an indemnified party by reason of any act or omission performed or omitted by an indemnified party in good faith on behalf of the company and in a manner reasonably believed to be within the scope of the authority conferred on the indemnified party by the company's limited liability company agreement, unless such act or omission constituted bad faith, gross negligence, fraud or willful misconduct; *provided, however,* that any indemnity will be provided out of and to the extent of the company's assets only, and no member will have personal liability on account of any indemnification obligation.

The Limited Liability Company Agreement of Arch Western Resources, LLC provides that no member or officer will be liable in damages for any act or failure to act in such person's capacity as a member or officer on behalf of Arch Western Resources unless such act or omission constituted bad faith, gross negligence, fraud or willful misconduct of such person or a violation by such person of the Limited Liability Company Agreement of Arch Western Resources. Subject to the Limited Liability Company Agreement of Arch Western Resources, each member and officer will be indemnified and held harmless by Arch Western Resources, its receiver or trustee from and against any liability for damages and expenses, including reasonable attorneys' fees and disbursements and amounts paid in settlement, resulting from any threatened, pending or completed action, suit or proceeding relating to or arising out of such person's acts or omissions in such person's capacity as a member or an officer on behalf of Arch Western Resources, except to the extent that such damages or expenses result from the bad faith, gross negligence, fraud or willful misconduct of such person or a violation by such person of the Limited Liability Company Agreement of Arch Western Resources. Any indemnity by Arch Western Resources, its receiver or trustee will be provided out of and to the extent of the property of Arch Western Resources only.

The Bylaws of Mountain Coal Company, L.L.C. and Thunder Basin Coal Company, L.L.C. both provide that no director or officer of the company will have any liability to the company or its members for any losses sustained or liabilities incurred as a result of any act or omission of such director or officer if (i) the director or officer acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the interests of the company and (ii) the conduct of the director or officer did not constitute actual fraud, gross negligence, or willful misconduct. The company will indemnify and hold harmless its directors and officers from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative, or investigative, in which an indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the business of the

company, regardless of whether an indemnitee continues to be a director or officer at the time any such liability or expense is paid or incurred, if (i) the indemnitee acted in good faith and in a manner it or he or she reasonably believed to be in, or not opposed to, the interests of the company, and, with respect to any criminal proceeding, had no reason to believe his or her conduct was unlawful and (ii) the indemnitee's conduct did not constitute actual fraud, gross negligence or willful misconduct.

Item 21. ***Exhibits and Financial Statement Schedules***

(a) *The following exhibits are filed herewith or incorporated by reference as part of this Registration Statement.*

Exhibit Number	Description
1.1	Purchase Agreement, dated June 19, 2003, by and among Arch Western Finance, LLC, Arch Coal, Inc., Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C. and Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated, as representatives of the initial purchasers (previously filed).
3.1	Certificate of Formation of Arch Western Finance, LLC (previously filed).
3.2	Limited Liability Company Agreement of Arch Western Finance, LLC (previously filed).
3.3	Certificate of Formation of Arch Western Resources, LLC (previously filed).
3.4	Limited Liability Company Agreement of Arch Western Resources, LLC (previously filed).
3.5	Certificate of Formation of Arch of Wyoming, LLC (previously filed).
3.6	Limited Liability Company Agreement of Arch of Wyoming, LLC (previously filed).
3.7	Certificate of Formation of Mountain Coal Company, LLC (previously filed).
3.8	Limited Liability Company Agreement of Mountain Coal Company, L.L.C. (previously filed).
3.9	First Amendment to Limited Liability Company Agreement of Mountain Coal Company, L.L.C. (previously filed).
3.10	Bylaws of Mountain Coal Company, L.L.C. (previously filed).
3.11	Certificate of Formation of Thunder Basin Coal Company, L.L.C. (previously filed).
3.12	Limited Liability Company Agreement of Thunder Basin Coal Company, L.L.C. (previously filed).
3.13	First Amendment to Limited Liability Company Agreement of Thunder Basin Coal Company, L.L.C. (previously filed).
3.14	Bylaws of Thunder Basin Coal Company, L.L.C. (previously filed).
4.1	Indenture, dated June 25, 2003, by and among Arch Western Finance, LLC, Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C. and The Bank of New York, as trustee (previously filed).
4.2	Form of 6 3/4% Senior Notes due 2013 (included in Exhibit 4.1).
4.3	Form of Guarantee (included in Exhibit 4.1).
4.4	Registration Rights Agreement, dated June 25, 2003, by and among Arch Western Finance, LLC, Arch Coal, Inc., Arch Western Resources, LLC, Arch of Wyoming, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C. and Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated, as representatives of the initial purchasers (previously filed).
4.5	Credit Agreement, dated as of September 19, 2003, by and among Arch Western Resources, LLC, the Lenders party thereto and PNC Bank, National Association, as administrative agent (filed herewith).
5.1	Opinion of Kirkpatrick & Lockhart LLP regarding the validity of the exchange notes (filed herewith).
8.1	Opinion of Kirkpatrick & Lockhart LLP regarding certain tax matters (filed herewith).

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Exhibit Number	Description
12.1	Statement re computation of ratios (filed herewith).
23.1	Consent of Ernst & Young LLP (filed herewith).
23.2	Consent of Kirkpatrick & Lockhart LLP (included in Exhibit 5.1).
24.1	Power of Attorney with respect to Arch Western Finance, LLC (previously filed).
24.2	Power of Attorney with respect to Arch Western Resources, LLC (previously filed).
24.3	Power of Attorney with respect to Arch of Wyoming, LLC (previously filed).
24.4	Power of Attorney with respect to Mountain Coal Company, L.L.C. (previously filed).
24.5	Power of Attorney with respect to Thunder Basin Coal Company, L.L.C. (previously filed).
25.1	Statement of Eligibility and Qualification on Form T-1 of The Bank of New York, as Trustee (previously filed).
99.1	Letter of Transmittal (filed herewith).
99.2	Notice of Guaranteed Delivery (filed herewith).
99.3	Form of Exchange Agent Agreement (filed herewith).

Item 22. ***Undertakings.***

(a) The undersigned registrants hereby undertake that for purposes of determining any liability under the Securities Act of 1933, as amended (the "Securities Act"), each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (and where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) The undersigned registrants hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(c) The undersigned registrants, hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on October 31, 2003.

ARCH WESTERN FINANCE, LLC

By: /s/ ROBERT J. MESSEY

Name: Robert J. Messey
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
/s/ ROBERT J. MESSEY Robert J. Messey	Director and President (Principal Executive, Financial and Accounting Officer)	October 31, 2003
/s/ ROBERT G. JONES Robert G. Jones	Director and Vice President	October 31, 2003

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on October 31, 2003.

ARCH WESTERN RESOURCES, LLC

By: /s/ ROBERT J. MESSEY

Name: Robert J. Messey
Title: Vice President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
* Robert W. Shanks	President (Principal Executive Officer)	
/s/ ROBERT J. MESSEY Robert J. Messey	Vice President (Principal Financial and Accounting Officer)	October 31, 2003
Arch Western Acquisition Corporation By: /s/ ROBERT J. MESSEY Its: Vice President	Sole Managing Member	October 31, 2003
*By: /s/ ROBERT G. JONES Robert G. Jones	Attorney-in-Fact	October 31, 2003

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on October 31, 2003.

ARCH OF WYOMING, LLC

By: /s/ JAMES E. FLORCZAK

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

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
* Paul A. Lang	Director, President and General Manager (Principal Executive Officer)	
/s/ ROBERT J. MESSEY Robert J. Messey	Principal Financial Officer	October 31, 2003
* Robert W. Shanks	Director	
* Kenneth G. Woodring	Director	
*By: /s/ ROBERT G. JONES Robert G. Jones	Attorney-in-Fact	October 31, 2003

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on October 31, 2003.

MOUNTAIN COAL COMPANY, L.L.C.

BY: /s/ JAMES E. FLORCZAK

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

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
* Eugene E. DiClaudio	Director, President and General Manager (Principal Executive Officer)	
/s/ ROBERT J. MESSEY Robert J. Messey	Principal Financial and Accounting Officer	October 31, 2003
* Robert W. Shanks	Director	
* Kenneth G. Woodring	Director	
*By: /s/ ROBERT G. JONES Robert G. Jones	Attorney-in-Fact	October 31, 2003

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Louis, State of Missouri, on October 31, 2003.

THUNDER BASIN COAL COMPANY, L.L.C.

By: /s/ ROBERT J. MESSEY

Name: Robert J. Messey
Title: Vice President

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
* Paul A. Lang	Director, President and General Manager (Principal Executive Officer)	
/s/ ROBERT J. MESSEY Robert J. Messey	Vice President (Principal Financial and Accounting Officer)	October 31, 2003
* C. Henry Besten, Jr.	Director	
* Robert W. Shanks	Director	
* Kenneth G. Woodring	Director	
*By: /s/ ROBERT G. JONES Robert G. Jones	Attorney-in-Fact	October 31, 2003

EXHIBIT INDEX

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99.2	Notice of Guaranteed Delivery (filed herewith).
99.3	Form of Exchange Agent Agreement (filed herewith).

Exhibit 4.5

$100,000,000 TERM LOAN FACILITY CREDIT AGREEMENT

by and among

ARCH WESTERN RESOURCES, LLC

and

THE LENDERS PARTY HERETO

and

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Dated as of September 19, 2003

==

PNC CAPITAL MARKETS, INC.,

as Lead Arranger and Bookrunner

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT is dated as of September 19, 2003 and is made by and among ARCH WESTERN RESOURCES, LLC, a Delaware limited liability company (the "Borrower"), the LENDERS (as hereinafter defined) and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under this Agreement.

WITNESSETH:

WHEREAS, the Borrower has requested the Lenders to provide a $100,000,000 term loan facility to be used for the Borrower's general corporate purposes, including to make loans or advances to Arch Coal, Inc.; and

WHEREAS, the Lenders are willing to provide such credit upon the terms and conditions hereinafter set forth.

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

CERTAIN DEFINITIONS

1.1 Certain Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof clearly requires otherwise:

Acquisition Documents shall mean collectively the Purchase Agreement, the Contribution Agreement, the Tax Sharing Agreement, and the LLC Agreements, as limited by their schedules and exhibits, as the same may be amended, restated, modified or supplemented from time to time after the Closing Date as permitted by Section 7.2.14 [Amendments to Acquisition Documents, etc.].

Acquisition Transactions shall mean the transactions contemplated by the Purchase Agreement and the Contribution Agreement, as such documents may be amended, modified or supplemented after the Closing Date as permitted by Section 7.2.14 [Amendments to Acquisition Documents, etc.].

Affiliate as to any Person shall mean any other Person (i) which directly or indirectly controls, is controlled by, or is under common control with such Person, (ii) which beneficially owns or holds 5% or more of any class of the voting or other equity interests of such Person, or (iii) 5% or more of any class of voting interests or other equity interests of which is beneficially owned or held, directly or indirectly, by such Person. Control, as used in this definition, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting

securities, by contract or otherwise, including the power to elect a majority of the directors or trustees of a corporation or trust, as the case may be.

Agent shall mean PNC Bank, National Association, in its capacity as administrative agent for the Lenders under this Agreement and its successor in such capacity.

Agent's Fee shall have the meaning assigned to that term in Section 9.15 [Agent's Fee].

Agreement shall mean this Credit Agreement (including all schedules and exhibits), as the same may hereafter be modified, amended, restated, supplemented, refinanced or replaced from time to time in accordance herewith.

Anti-Terrorism Laws shall mean any Laws relating to terrorism or money laundering, including Executive Order No. 13224, and the USA Patriot Act.

Appropriate Percentage shall mean, with respect to each Special Subsidiary, the percentage of the equity of such Person owned by the Borrower or any Subsidiary of the Borrower.

Approved Fund shall mean with respect to any Lender that is a fund that invests in bank loans, any other fund that invests in commercial loans and is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

Arch Coal Group shall mean the Parent and its Subsidiaries, other than any Subsidiary of the Parent which is part of the Arch Western Group.

Arch of Wyoming LLC shall mean Arch of Wyoming, LLC, a limited liability company organized and existing under the laws of the State of Delaware.

Arch of Wyoming LLC Agreement shall mean that certain Limited Liability Agreement, dated as of April 15, 1998, of Arch of Wyoming LLC.

Arch Western Credit Facility (1998) shall mean that certain Credit Agreement by and among the Borrower, PNC Bank, as administrative agent, and JPMorgan Chase Bank (successor in such capacity to Morgan Guaranty Trust Company of New York), as syndication agent, providing for a $675,000,000 term loan facility to the Borrower, dated as of June 1, 1998, as amended and restated through and including the Restatement Effective Date.

Arch Western Group shall mean, as of any date of determination, the Borrower and the Subsidiaries of the Borrower.

Arch Western LLC Agreement shall mean that certain Limited Liability Company Agreement by and between AWAC and Delta Housing, dated as of June 1, 1998, with AWAC and Delta Housing as members and creating the Borrower.

ARCO shall mean Atlantic Richfield Company, a corporation organized and existing under the laws of the State of Delaware.

ARCO Member shall have the meaning assigned to such term in the Arch Western LLC Agreement.

Assignment and Assumption Agreement shall mean an Assignment and Assumption Agreement by and among a Purchasing Lender, a Transferor Lender and the Agent, as agent and on behalf of the remaining Lenders, substantially in the form of Exhibit 1.1(A).

Authorized Officer shall mean those individuals, designated by written notice to the Agent from the Borrower, authorized to execute notices, reports and other documents on behalf of the Loan Parties required hereunder. The Borrower may amend such list of individuals from time to time by giving written notice of such amendment to the Agent.

AWAC shall mean Arch Western Acquisition Corporation, a corporation organized and existing under the laws of the State of Delaware.

AWR Derivatives Obligations Adjustment shall mean, for any period of determination, the actual aggregate amount of all charges (including in such aggregate amount the amount of all charges treated under GAAP as one-time expense items and all charges treated under GAAP as amortized expenses), as determined for the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, to consolidated net income of the Borrower and its Subsidiaries during such period, which charges are attributable to certain Derivatives Obligations (which Derivative Obligations previously provided interest rate protection for the Arch Western Credit Facility (1998)) and which will no longer qualify for hedge accounting treatment in accordance with GAAP under FASB 133 upon the refinancing of the loans under the Arch Western Credit Facility (1998) with the proceeds of the issuance of the AWR Senior Notes.

AWR Financing Fee Adjustment shall mean the lesser of (y) $5,000,000, and (z) the actual amount of fees and expenses (the "Designated Fees"), as determined for the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, deducted from consolidated net income of the Borrower and its Subsidiaries during the fiscal quarter of the Borrower when the AWR Senior Notes are issued by the Borrower or a Subsidiary of the Borrower, which Designated Fees were incurred as part of the customary transaction closing costs in connection with the closing of the Arch Western Credit Facility (1998) and which were required to be capitalized in accordance with GAAP and, as of the date of issuance of the AWR Senior Notes, which Designated Fees are required in accordance with GAAP to be deducted as an expense and are no longer permitted to be capitalized under GAAP.

AWR Senior Notes shall mean the 6 3/4% senior notes of the Borrower or a Subsidiary of the Borrower due 2013 which are issued pursuant to the AWR Senior Notes Indenture and that meet all of the requirements of and constitute Permitted Additional AWR Indebtedness.

AWR Senior Notes Indenture shall mean the indenture, governing the AWR Senior Notes, as in effect on the date of this Agreement and without regard to any restatement, amendment, modification or supplement thereof after the Closing Date.

Base Net Worth shall mean the sum of (i) $371,884,000, plus (ii) 50% of consolidated net income of the Borrower and its Subsidiaries (with consolidated net income

determined, without duplication: (1) before the after-tax effect of changes in accounting principles, and (2) without regard to the effect, without duplication, of the AWR Derivatives Obligations Adjustment or the effect of the AWR Financing Fee Adjustment) for each fiscal quarter in which net income was earned commencing with the fiscal quarter ending September 30, 2003, plus (iii) 100% of the net increase in Consolidated Tangible Net Worth resulting from the issuance of any equity securities by the Borrower from the Closing Date through the date of determination, plus (iv) 80% of the net increase in Consolidated Tangible Net Worth resulting from any contribution thereto (including without limitation from the North Rochelle Contribution) from the Borrowing Date through the date of determination.

In no event shall Base Net Worth be reduced on account of a consolidated net loss for any fiscal period.

Base Rate shall mean the greater of (i) the interest rate per annum announced from time to time by the Agent at its Principal Office as its then prime rate, which rate may not be the lowest rate then being charged commercial borrowers by the Agent, or (ii) the Federal Funds Open Rate plus 1/2% per annum.

Base Rate Option shall mean the option of the Borrower to have Term Loans bear interest at the rate and under the terms and conditions set forth in Section 3.1.1(i) [Base Rate Option].

Benefit Arrangement shall mean at any time an "employee benefit plan," within the meaning of Section 3(3) of ERISA, which is neither a Plan nor a Multiemployer Plan and which is maintained, sponsored or otherwise contributed to by any member of the ERISA Group.

Blocked Person shall have the meaning assigned to such term in Section 5.1.24.2.

Borrower shall mean Arch Western Resources, LLC, a limited liability company organized and existing under the laws of the State of Delaware.

Borrower LLC Interests shall have the meaning set forth in Section 5.1.2 [LLC Interests of Borrower; Subsidiaries; and Subsidiary Shares].

Borrowing Date shall mean the Business Day, occurring on or before January 31, 2004, on which the Term Loans shall be made, which date shall be the date that all of the conditions specified in Section 6.2 have been satisfied or waived.

Borrowing Tranche shall mean specified portions of outstanding Term Loans as follows: (i) any Term Loans to which a Euro-Rate Option applies which become subject to the same Interest Rate Option under the same Rate Request by the Borrower and which have the same Interest Period shall constitute one Borrowing Tranche; and (ii) all Term Loans to which a Base Rate applies shall constitute one Borrowing Tranche;.

Business Day shall mean:

(i) in the case of the Closing Date and the Borrowing Date, any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed for business in Pittsburgh, Pennsylvania and New York, New York; and if the applicable Business Day relates to a Term Loan to which the Euro-Rate Option applies, such day must also be a day on which dealings are carried on in the London interbank market, and

(ii) in the case of any day (other than the Closing Date or the Borrowing Date), any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed for business in Pittsburgh, Pennsylvania, New York, New York, and London, England, and if the applicable Business Day relates to a Term Loan to which the Euro-Rate Option applies, such day must also be a day on which dealings are carried on in the London interbank market.

Canyon Fuel shall mean Canyon Fuel Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware.

Canyon Fuel LLC Agreement shall mean that certain Limited Liability Company agreement by and between the Borrower (or a Subsidiary of the Borrower) and Itochu Coal International, Inc., a Delaware corporation, dated as of January 1, 1997, as amended, with the Borrower and Itochu Coal International, Inc. as members of the Canyon Fuel Company, LLC, a Delaware limited liability company.

CIP Regulations shall have the meaning set forth in Section 9.20.

Closing Date shall mean September 19 2003.

Coastal Agreement shall mean that certain Purchase and Sale Agreement among The Coastal Corporation, a Delaware corporation, Coastal Coal, Inc., a Delaware corporation, ARCO and Itochu Corporation, a Japanese corporation, dated as of October 23, 1996.

Collateral shall mean collectively the property of the Borrower in which security interests are or have been granted or purported to be granted to the Agent for the benefit of the Lenders under the Collateral Documents.

Collateral Documents shall mean collectively, the Collateral Trust Agreement, and the Note Pledge Agreement, and Collateral Document shall mean any of the Collateral Documents.

Collateral Trust Agreement shall mean the agreement among the Borrower, the Agent on behalf of the Lenders, and The Bank of New York, as trustee on behalf of the Holders (as defined in the AWR Senior Notes Indenture) and as collateral trustee, substantially in the form of Exhibit 1.1(C) hereto, as the same may hereafter be modified, amended, restated, supplemented, refinanced or replaced from time to time.

Commitment shall mean as to any Lender, at any time, the amount initially set forth opposite its name on Schedule 1.1(B) in the column labeled "Amount of Commitment" and thereafter on the most recent Schedule 1.1(B) to the most recent Assignment and

Assumption Agreement or issued by the Agent in connection with Section 2.1.2, and Commitments shall mean the aggregate of the Commitments of all of the Lenders.

Consolidated Tangible Net Worth shall mean as of any date of determination, total equity (determined before the after-tax effect of changes in accounting principles) less intangible assets of the Borrower and its Subsidiaries as of such date, all as determined and consolidated in accordance with GAAP.

Contamination shall mean the presence or Release or threat of Release of Regulated Substances in, on, under or emanating to or from the Property, which pursuant to Environmental Laws requires notification or reporting to an Official Body, or which pursuant to Environmental Laws requires the investigation, cleanup, removal, remediation, containment, abatement of or other response action or which otherwise constitutes a violation of Environmental Laws.

Contribution Agreement shall mean that certain Contribution Agreement among the Borrower, AWAC, ARCO, Delta Housing and the Parent.

Debt shall mean for any Person as of any date of determination, the sum, without duplication, of the following for such Person, as of such date, determined in accordance with GAAP: (i) all indebtedness for borrowed money (including all subordinated indebtedness), (ii) all amounts raised under or liabilities in respect of any note purchase or acceptance credit facility, (iii) all indebtedness in respect of any other transaction (including production payments (excluding royalties), installment purchase agreements, forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements, (iv) reimbursement obligations (contingent or otherwise) under any letter of credit, and (v) the amount of all indebtedness (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) in respect of all Guarantees by such Person (the "Guaranteeing Person") of Debt of other Persons (each such other Person being a "Primary Obligor" and the obligations of a Primary Obligor which are subject to a Guarantee by a Guaranteeing Person being "Primary Obligations") (it being understood that if the Primary Obligations of the Primary Obligor do not constitute Debt, then the guarantee by the Guaranteeing Person of the Primary Obligations of the Primary Obligor shall not constitute Debt).

Debt Rating shall mean the rating of any of the Parent's indebtedness by either of Standard & Poor's or Moody's.

Delta Housing shall mean Delta Housing Inc., a corporation organized and existing under the laws of the State of Delaware.

Delta Housing Guaranty shall mean that certain Master Guaranty of Collection dated as of June 1, 1998, executed by Delta Housing in favor of the judgment creditors referred to therein.

Derivatives Obligations shall mean for any Person obligations of such Person in respect of any rate swap transaction, basis swap, forward rate transaction, commodity

swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of the foregoing transactions.

Dollar, Dollars, U.S. Dollars and the symbol $ shall mean lawful money of the United States of America.

EBITDDA for any period of determination shall mean with respect to any Person: (a) income from operations (with income from operations determined, without duplication: (1) before the effect of changes in accounting principles, and (2) without regard to the effect, without duplication, of nonrecurring charges, extraordinary items, the AWR Financing Fee Adjustment and the AWR Derivatives Obligations Adjustment), plus (b) to the extent deducted in the determination of such income from operations the sum of interest expense, income taxes, depreciation, depletion and amortization, with all amounts for purposes of clause (a) and clause (b) for such period determined in accordance with GAAP.

Eligible Note Receivable shall mean that certain unsecured demand note payable by the Parent to the Borrower, dated June 25, 2003 and that certain unsecured demand note payable by the Parent to the Borrower dated as of September 18, 2003, as either such note may hereafter be modified, amended, restated, supplemented, refinanced, replaced, extended or renewed from time to time, subject to the prior written consent of the Agent in the event of: (i) any modification, amendment, restatement, supplement, refinancing, replacement, extension, or renewal of such unsecured demand note which reduces the rate of interest payable by the Parent thereunder, which provides for any collateral security therefore, which provides for any guarantee thereof or which modifies, amends, restates, supplements or eliminates any right of set-off thereunder, or (ii) any other modification, amendment, restatement, supplement, refinancing, replacement, extension, or renewal of such unsecured demand note on terms materially adverse to the Borrower or the Lenders.

Environmental Claim shall mean any administrative, regulatory or judicial action, suit, claim, notice of noncompliance or violation, notice of liability or potential liability, proceeding, consent order or consent agreement relating in any way to any of the Environmental Laws, Environmental Permit, Regulated Substances or Contamination or arising from alleged injury or threat of injury to the environment.

Environmental Complaint shall mean any written notice or complaint by any Person or Official Body setting forth allegations relating to or a cause of action for personal injury or property damage, natural resource damage, contribution or indemnity for response costs, civil or administrative penalties, criminal fines or penalties, or declaratory or equitable relief arising under any of the Environmental Laws or any order, notice of violation, citation, subpoena, request for information or other written notice or demand of any type issued by an Official Body pursuant to any of the Environmental Laws.

Environmental Laws shall mean, collectively, any federal, state, local or foreign statute, Law (including, but not limited to Comprehensive Environmental Response,

Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., the Federal Safe Drinking Water Act, 42 U.S.C. Section 300f-300j, the Federal Air Pollution Control Act, 42 U.S.C. Section 7401 et seq., the Oil Pollution Act, 33 U.S.C. Section 2701 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 to 136y, the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. the Mine Safety and Health Act, 30 U.S.C. Section 801 et seq., the Surface Mining Control and Reclamation Act 30 U.S.C. Section 1201 et seq., each as amended, or any equivalent state or local statute, and any amendments thereto), code, consent decree, settlement agreement, directive, judicial or agency interpretation, policy or guidance regulating: (i) pollution or pollution control; (ii) protection of human health from exposure to Regulated Substances; (iii) protection of natural resources or the environment; (iv) employee safety in the workplace and the protection of employees from exposure to Regulated Substances in the workplace (but excluding workers compensation and wage and hour laws); (vi) the presence, use, management, generation, manufacture, processing, extraction, treatment, recycling, refining, reclamation, labeling, transport, storage, sale, collection, distribution, disposal or Release or threat of Release of Regulated Substances; (v) the presence of Contamination; (vi) the protection of endangered or threatened species; and (vii) the protection of Environmentally Sensitive Areas.

Environmental Permit shall mean any permit, approval, license, consent, bond or other authorization required under any of the Environmental Laws.

Environmentally Sensitive Area shall mean (i) any wetland as defined by applicable Environmental Laws; (ii) any area designated as a coastal zone pursuant to applicable Laws, including Environmental Laws; (iii) any area of historic or archeological significance or scenic area as defined or designated by applicable Laws, including Environmental Laws; (iv) habitats of endangered species or threatened species as designated by applicable Laws, including Environmental Laws; or (v) a floodplain or other flood hazard area as defined pursuant to any applicable Laws.

ERISA shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

ERISA Group shall mean, at any time, the Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under Section 414 of the Internal Revenue Code.

Euro-Rate shall mean, with respect to the Term Loans comprising any Borrowing Tranche to which the Euro-Rate Option applies for any Interest Period, the interest rate per annum determined by the Agent by dividing (the resulting quotient rounded upward to the nearest 1/100 of 1% per annum) (i) the rate of interest determined by the Agent (which determination shall be conclusive absent manifest error) to be the average of the London interbank offered rates of interest per annum for U.S. Dollars set forth on Dow Jones Market Service display page 3750 or such other display page on the Dow Jones Market Service System

as may replace such page to evidence the average of rates quoted by banks designated by the British Bankers' Association (or appropriate successor or, if the British Bankers' Association or its successor ceases to provide such quotes, a comparable replacement determined by the Agent) at 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period for an amount comparable to such Borrowing Tranche and having a borrowing date and a maturity comparable to such Interest Period by (ii) a number equal to 1.00 minus the Euro-Rate Reserve Percentage. The Euro-Rate may also be expressed by the following formula:

$$\text{Euro-Rate} = \frac{\text{Dow Jones Market Service page 3750 quoted by British Bankers' Association or appropriate successor}}{1.00 - \text{Euro-Rate Reserve Percentage}}$$

The Euro-Rate shall be adjusted with respect to any Euro-Rate Option outstanding on the effective date of any change in the Euro-Rate Reserve Percentage as of such effective date. The Agent shall give prompt notice to the Borrower and the Lenders of the Euro-Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

Euro-Rate Option shall mean the option of the Borrower to have the Term Loans bear interest at the rate and on the terms and conditions set forth in Section 3.1.1(ii) [Euro-Rate Option].

Euro-Rate Reserve Percentage shall mean the maximum percentage (expressed as a decimal rounded upward to the nearest 1/100 of 1%) as determined by the Agent which is in effect during any relevant period, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities") of a member bank in such System.

Event of Default shall mean any of the events described in Section 8.1 [Events of Default] and referred to therein as an "Event of Default."

Executive Order No. 13224 shall mean the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

Expiration Date shall mean April 18, 2007.

Federal Funds Effective Rate for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

Federal Funds Open Rate shall mean the rate per annum determined by the Agent in accordance with its usual procedures (which determination shall be conclusive absent manifest error) to be the "open" rate for federal funds transactions as of the opening of business for federal funds transactions among members of the Federal Reserve System arranged by federal funds brokers on such day, as quoted by Garvin Guybutler, any successor entity thereto, or any other broker selected by the Agent, as set forth on the applicable Telerate display page; provided, however; that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day, or if no such rate shall be quoted by a federal funds broker at such time, such other rate as determined by the Agent in accordance with its usual procedures.

Fee Letter shall have the meaning assigned to that term in Section 9.15 [Agent's Fee].

Financial Projections shall have the meaning assigned to that term in Section 5.1.7(iii) [Financial Projections].

Fixed Charge Coverage Ratio shall mean the ratio of (a) the sum of EBITDDA of the Borrower and its Subsidiaries, plus, without duplication, the Appropriate Percentage of each Special Subsidiary's EBITDDA, each on a consolidated basis in accordance with GAAP, plus operating lease expense of the Borrower and its Subsidiaries, plus, without duplication, the Appropriate Percentage of each Special Subsidiary's operating lease expense, each on a consolidated basis in accordance with GAAP, to (b) the sum of interest expense (other than, to the extent and only to the extent included in interest expense, the sum, without duplication, of: (i) Permitted Loan Origination Expense, (ii) the amount of the AWR Financing Fee Adjustment, and (iii) the amount of the AWR Derivatives Obligations Adjustment) of the Borrower and its Subsidiaries, plus, without duplication, the Appropriate Percentage of interest expense of each Special Subsidiary, each on a consolidated basis in accordance with GAAP, plus operating lease expense of the Borrower and its Subsidiaries, plus, without duplication, the Appropriate Percentage of operating lease expense of each Special Subsidiary, each on a consolidated basis in accordance with GAAP, with the amounts under the numerator and denominator of such ratio all calculated as of the last day of each fiscal quarter for the four fiscal quarters of the Borrower then ended.

For purposes of calculating the Fixed Charge Coverage Ratio for the First Adjusted Quarter (as hereinafter defined) through and including the Fourth Adjusted Quarter (as hereinafter defined), clause (a) above shall be increased by the sum of (x) a percentage of the North Rochelle EBITDDA Adjustment corresponding to the applicable financial period indicated below:

PERCENTAGE OF NORTH ROCHELLE EBITDDA ADJUSTMENT	PERIOD
100%	First Adjusted Quarter
75%	Second Adjusted Quarter
50%	Third Adjusted Quarter
25%	Fourth Adjusted Quarter

plus (y) North Rochelle Integration Expenses incurred by the Borrower and its Subsidiaries during the applicable period of determination with respect to which the numerator of the Fixed Charge Coverage Ratio pursuant to clause (a) above is determined to the extent that (i) such expenses are deducted in the determination of EBITDDA for such period, and (ii) such expenses are not included as expenses that constitute a portion of the North Rochelle Synergistic Savings for purposes of determining the North Rochelle EBITDDA Adjustment under clause (x) above of this definition of Fixed Charge Coverage Ratio.

As used in this definition of Fixed Charge Coverage Ratio: First Adjusted Quarter shall mean the fiscal quarter of the Borrower during which the North Rochelle Contribution is consummated, Second Adjusted Quarter shall mean the fiscal quarter of the Borrower immediately following the First Adjusted Quarter, Third Adjusted Quarter shall mean the fiscal quarter of the Borrower immediately following the Second Adjusted Quarter and Fourth Adjusted Quarter shall mean the fiscal quarter of the Borrower immediately following the Third Adjusted Quarter.

GAAP shall mean Generally Accepted Accounting Principles as are in effect from time to time, subject to the provisions of Section 1.3 [Accounting Principles], and applied on a consistent basis both as to classification of items and amounts.

Guarantors shall mean at any time collectively each of the Significant Subsidiaries of the Borrower, other than Canyon Fuel.

Guarantor Joinder shall mean a joinder by a Person as a Guarantor under the Guarantor Joinder and Assumption Agreement in the form of Exhibit 1.1(G)(1).

Guaranty of any Person shall mean any obligation of such Person guaranteeing or in effect guaranteeing any liability or obligation of any other Person in any manner, whether directly or indirectly, including any such liability arising by virtue of partnership agreements, including any agreement to indemnify or hold harmless any other Person, any performance bond or other suretyship arrangement and any other form of assurance against loss, except endorsement of negotiable or other instruments for deposit or collection in the ordinary course of business.

Guaranty Agreement shall mean the Continuing Guaranty and Suretyship Agreement in substantially the form of Exhibit 1.1(G)(2) executed and delivered by each of the Guarantors to the Agent for the benefit of the Lenders, as the same may hereafter be modified, amended, restated, supplemented, refinanced or replaced from time to time in accordance herewith or therewith.

Historical Statements shall have the meaning assigned to that term in Section 5.1.7(i) [Borrower Historical Statements].

Hybrid Security shall mean any of the following: (i) beneficial interests issued by a trust or other entity which constitutes a Subsidiary of any Loan Party, substantially all of the assets of which trust or other entity are unsecured Indebtedness of any Loan Party or any Subsidiary of any Loan Party or proceeds thereof, and all payments of which Indebtedness are required to be, and are, distributed to the holders of beneficial interests in such trust promptly after receipt by such trust, or (ii) any shares of capital stock or other equity interest that, other than solely at the option of the issuer thereof, by their terms (or by the terms of any security into which they are convertible or exchangeable) are, or upon the happening of an event or the passage of time would be, required to be redeemed or repurchased, in whole or in part, or have, or upon the happening of an event or the passage of time would have, a redemption or similar payment.

Hypothetical Income Tax Amount shall have the meaning assigned to that term in the Arch Western LLC Agreement.

Inactive Subsidiaries shall mean, at any time, collectively, the Subsidiaries of the Borrower which: (i) do not actively conduct any business or operations, and (ii) have total assets, in the case of any such Subsidiary, with a book value, as of any date of determination, not in excess of $250,000.

Income Tax Regulations shall mean those regulations promulgated pursuant to the Internal Revenue Code.

Indebtedness shall mean, as to any Person at any time, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of: (i) borrowed money, (ii) amounts raised under or liabilities in respect of any note purchase or acceptance credit facility, (iii) reimbursement obligations (contingent or otherwise) under any letter of credit, (iv) any other transaction (including production payments (excluding royalties), installment purchase agreements, forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements (but not including trade payables and accrued expenses incurred in the ordinary course of business which are not represented by a promissory note or other evidence of indebtedness and which are not more than thirty (30) days past due), or (v) any Guaranty of any such Indebtedness. It is understood that Derivatives Obligations shall not be deemed to be Indebtedness.

Independent Financial Advisor shall mean an investment banking firm of national standing or any third party appraiser of national standing, provided that such firm or appraiser is not an Affiliate of the Borrower or any Subsidiary of the Borrower.

Interest Period shall have the meaning set forth in Section 3.2.

Interest Rate Option shall mean any Euro-Rate Option or Base Rate Option.

Internal Revenue Code shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

Investments shall mean collectively all of the following with respect to any Person: (i) investments or contributions by any of the Loan Parties or their Subsidiaries directly or indirectly in or to the capital of or other payments to (except in connection with transactions for the sale of goods or services for fair value in the ordinary course of business) such Person, (ii) loans by any of the Loan Parties or their Subsidiaries to such Person, (iii) guaranties by any Loan Party or any Subsidiary of any Loan Party directly or indirectly of the obligations of such Person, or (iv) other obligations, contingent or otherwise, of any Loan Party or any Subsidiary of any Loan Party to or for the benefit of such Person. If the nature of an Investment is tangible property, then the amount of such Investment shall be determined by valuing such property at fair value in accordance with the past practice of the Loan Parties and such fair values shall be satisfactory to the Agent, in its sole discretion.

Labor Contracts shall mean all employment agreements, employment contracts, collective bargaining agreements and other agreements among any Loan Party or Subsidiary of a Loan Party and its employees.

Law shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, judgment, lien or award of or settlement agreement with any Official Body.

Lenders shall mean collectively the financial institutions and other parties named on Schedule 1.1(B), and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a Lender.

Leverage Ratio shall mean the ratio of the amounts under the following clauses (a) and (b): (a) sum of Debt of the Borrower and its Subsidiaries, plus, without duplication, the Appropriate Percentage of Debt of each Special Subsidiary, each on a consolidated basis in accordance with GAAP (as the numerator), to (b) the sum of EBITDDA of the Borrower and its Subsidiaries, plus, without duplication, the Appropriate Percentage of each Special Subsidiary's EBITDDA, each on a consolidated basis in accordance with GAAP (as the denominator). For purposes of calculating the Leverage Ratio, Debt shall be determined as of the end of each fiscal quarter of the Borrower and EBITDDA shall be determined as of the end of each fiscal quarter of the Borrower for the four fiscal quarters then ended.

For purposes of calculating the Leverage Ratio for the First Adjusted Quarter (as hereinafter defined) through and including the Fourth Adjusted Quarter (as hereinafter defined), clause (b) above shall be increased by the sum of (x) a percentage of the North Rochelle EBITDDA Adjustment corresponding to the applicable financial period indicated below:

PERCENTAGE OF NORTH ROCHELLE EBITDDA ADJUSTMENT	PERIOD
100%	First Adjusted Quarter
75%	Second Adjusted Quarter
50%	Third Adjusted Quarter
25%	Fourth Adjusted Quarter

plus (y) North Rochelle Integration Expenses incurred by the Borrower and its Subsidiaries during the applicable period of determination with respect to which the denominator of the Leverage Ratio pursuant to clause (b) above is determined to the extent that (i) such expenses are deducted in the determination of EBITDDA for such period, and (ii) such expenses are not included as expenses that constitute a portion of the North Rochelle Synergistic Savings for purposes of determining the North Rochelle EBITDDA Adjustment under clause (x) above of this definition of Leverage Ratio.

As used in this definition of Leverage Ratio: First Adjusted Quarter shall mean the fiscal quarter of the Borrower during which the North Rochelle Contribution is consummated, Second Adjusted Quarter shall mean the fiscal quarter of the Borrower immediately following the First Adjusted Quarter, Third Adjusted Quarter shall mean the fiscal quarter of the Borrower immediately following the Second Adjusted Quarter and Fourth Adjusted Quarter shall mean the fiscal quarter of the Borrower immediately following the Third Adjusted Quarter.

Lien shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing).

LLC Agreements shall mean collectively the Arch Western LLC Agreement, the Canyon Fuel LLC Agreement, the Mountain Coal LLC Agreement, the Arch of Wyoming LLC Agreement, and the Thunder Basin LLC Agreement.

LLC Interests shall have the meaning given to such term in Section 5.1.2 [LLC Interests of Borrower; Subsidiaries; and Subsidiary Shares].

Loan Documents shall mean this Agreement, the Collateral Trust Agreement, the Guaranty Agreement, the Note Pledge Agreement, the Term Notes and any other instruments, certificates or documents delivered or contemplated to be delivered hereunder or thereunder or in connection herewith or therewith, as the same may hereafter be modified, amended, restated, supplemented, refinanced or replaced from time to time in accordance herewith or therewith, and Loan Document shall mean any of the Loan Documents.

Loan Parties shall mean the Borrower and the Guarantors.

Loans shall mean collectively all Term Loans and Loan shall mean separately any Term Loan.

Material Adverse Change shall mean any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Agreement or any other Loan Document, (b) is or could reasonably be expected to be materially adverse to the business, financial condition or results of operations of the Borrower and its Subsidiaries taken as a whole, or (c) impairs materially or could reasonably be expected to impair materially the ability of any Agent or any of the Lenders, to the extent permitted, to enforce their legal remedies pursuant to this Agreement or any other Loan Document.

Material Contracts shall mean collectively all contracts, agreements or other instruments described in Regulation S-K, Item 601(b)(10) promulgated pursuant to the Securities Exchange Act of 1934, as amended, which the Parent or any Subsidiary of the Parent is required to file as an exhibit to any annual, quarterly or other report required to be filed by the Parent or any Subsidiary of the Parent under the Securities Exchange Act of 1934, as amended.

Month, with respect to an Interest Period under the Euro-Rate Option, shall mean the interval between the days in consecutive calendar months numerically corresponding to the first day of such Interest Period. If any Interest Period for any Term Loan subject to a Euro-Rate Option begins on a day of a calendar month for which there is no numerically corresponding day in the month in which such Interest Period is to end, the final month of such Interest Period shall be deemed to end on the last Business Day of such final month.

Moody's shall mean Moody's Investors Service, Inc., and its successors.

Mountain Coal LLC Agreement shall mean that certain Limited Liability Company Agreement, dated as of March 6, 1998, as amended, of Mountain Coal Company, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware.

Multiemployer Plan shall mean any employee benefit plan which is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA and to which the Borrower or any member of the ERISA Group is then making or accruing an obligation to make contributions or, within the preceding five Plan years, has made or had an obligation to make such contributions.

Multiple Employer Plan shall mean a Plan which has two or more contributing sponsors (including the Borrower or any member of the ERISA Group) at least two of whom are not under common control, as such a plan is described in Sections 4063 and 4064 of ERISA.

Net Cash Proceeds shall mean, with respect to any transaction, an amount equal to the cash proceeds received by the Borrower or any of its Subsidiaries from or in respect of such transaction (including, when received, any cash proceeds received as income or other cash proceeds of any non-cash proceeds of such transaction), less (x) any expenses or charges (including commissions, fees and taxes paid or payable) reasonably incurred by such Person in respect of such transaction, (y) in the event that the transaction is a sale or disposition, any amounts considered appropriate by the chief financial officer of the Borrower to provide reserves in accordance with GAAP for payment of indemnities or liabilities that may be incurred in connection with such sale or disposition, and (z) in the case of any asset sale permitted by Section 7.2.4(iv) the amount of any debt secured by a Lien on the related asset and discharged as part of such asset sale. For purposes of this definition, if taxes or other expenses payable in connection with the sale or other disposition of any asset are not known as of the date of such sale or other disposition, then such fees, commissions, expenses or taxes shall be estimated in good faith by the chief financial officer of the Borrower and such estimated amounts shall be deducted. At such time as any reserved amount described in clause (y) above is no longer required to be held in reserve, the balance thereof, after payment of the related liabilities or indemnities, shall be used as follows: (a) if such transaction is a sale of assets permitted by Section 7.2.4(iii) to make the purchase of substitute assets required by Section 7.2.4(iii), and (b) if such transaction is a sale, transfer or lease of assets permitted by Section 7.2.4(iv) to make a mandatory prepayment of the Term Loans in accordance with Section 4.5.1.

North Rochelle Contribution shall mean, collectively, the following:

(i) the contribution to the applicable Subsidiaries of Arch Western by the applicable members of the Arch Coal Group of those assets acquired as part of the Vulcan Acquisition which are used in connection with the operation of that certain mine commonly referred to by Triton as the North Rochelle mine and that is located in Campbell County, Wyoming, the contributed assets of which are more fully set forth on Schedule 1.1(N); and

(ii) the unconditional and irrevocable assumption, in connection with the contribution of assets described in the immediately preceding clause (i), by the applicable Subsidiaries of Arch Western of those liabilities and obligations identified on Schedule 1.1(N) as the "North Rochelle Assumed Liabilities."

North Rochelle Contribution Documents shall mean all agreements and related documentation with respect to the North Rochelle Contribution, including, without limitation any leases, subleases or other agreements between any member of the Arch Coal Group and any member of the Arch Western Group.

North Rochelle EBITDDA shall mean for any period of determination, with respect to the business operation contributed in the North Rochelle Contribution, the sum of (a) income from such operations (with income from operations determined, without duplication:

(1) before the effect of changes in accounting principles, and (2) without regard to the effect, without duplication, of nonrecurring charges and, extraordinary items), plus (b) to the extent deducted in the determination of such income from operations the sum of interest expense, income taxes, depreciation, depletion and amortization, with all amounts for purposes of clause (a) and clause (b) for such period determined in accordance with GAAP.

North Rochelle EBITDDA Adjustment shall mean the sum of North Rochelle Pro Forma EBITDDA plus North Rochelle Synergistic Savings.

North Rochelle EBITDDA Period shall mean a period, consisting of twelve consecutive months ending prior to the consummation of the North Rochelle Contribution, as such period is reasonably acceptable to the Agent.

North Rochelle Integration Expenses shall mean expenses (as determined in accordance with GAAP and expressly excluding any amount therefrom that is capitalized in accordance with GAAP) of up to $15,000,000 in the aggregate incurred by the Borrower and its Subsidiaries prior to the one hundred eighty-first (181) day following the date of consummation of the North Rochelle Contribution, for permanent improvements to the mining operations acquired as part of the North Rochelle Contribution for the purposes of the following: exploration drilling sample analysis, de-watering system installation, lease bid acquisition obligations, permit renewal/annual report, NOx Program obligations, flood control/reclamation catch-up, maintenance items for operations and plant, and employee severance and retention payments. The amount of North Rochelle Integration Expenses shall be set forth by the Borrower on its quarterly compliance certificates delivered pursuant to Section 7.3.3 [Certificate of the Borrower] and reasonably satisfactory to the Agent.

North Rochelle Mineral Rights shall mean those rights associated with the operation of that certain mine commonly referred to by Triton as the North Rochelle mine and that is located in Campbell County, Wyoming and as set forth in: (a) Federal Coal Lease W-71692, originally dated December 1, 1966, segregated from WYW-0321779, readjusted effective December 1, 1996, modified effective January 1, 2003, from the United States of America to Triton; (b) Federal Coal Lease WYW-127221 dated January 1, 1998, from the United States of America to Triton Coal Company, LLC; and (c) Coal Lease Agreement, executed in counterparts, from William E. Reno et ux, dated December 20, 1979, and from Dorothy M. Reno, Burton K. Reno, Jr. et ux, and Nancy Marie Reno dated December 27, 1979 to Peabody Coal Company.

North Rochelle Pro Forma EBITDDA shall mean the dollar amount of North Rochelle EBITDDA which shall satisfy all of the following conditions:

(i) such amount shall be based upon North Rochelle EBITDDA for the North Rochelle EBITDDA Period, and

(iii) the Chief Executive Officer, President or Chief Financial Officer of the Borrower shall have certified to the Agent for the benefit of the Banks the amount of the North Rochelle EBITDDA for the North Rochelle EBITDDA Period, with such certificate to be in form, substance and detail reasonably satisfactory to the Agent and with North Rochelle

EBITDDA for the North Rochelle EBITDDA Period to be based upon financial statements and other supporting accounting and financial information reasonably satisfactory to the Agent.

North Rochelle Synergistic Savings shall mean $10,000,000, in the aggregate, which is the amount of expenses estimated by the Borrower (to the reasonable satisfaction of the Agent) to be saved on a fiscal year basis from combining the operations that are part of the North Rochelle Contribution with the existing operations of the Borrower and its Subsidiaries.

Note Pledge Agreement shall mean the Note Pledge Agreement substantially in the form of Exhibit 1.1(N) executed and delivered by the Borrower to the Agent for the benefit of the Lenders, as the same may hereafter be modified, amended, restated, supplemented, refinanced or replaced from time to time in accordance herewith or therewith.

Notices shall have the meaning assigned to that term in Section 10.6 [Notices].

Obligation shall mean any obligation, Indebtedness, or liability of any of the Loan Parties to any Agent or any of the Lenders, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, under or in connection with this Agreement, any Term Notes, the Fee Letter, or any other Loan Document.

Official Body shall mean any national, federal, state, local or other government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic, including, without limitation, the National Association of Insurance Commissioners or similar body.

Parent shall mean Arch Coal, Inc., a corporation organized and existing under the laws of the State of Delaware.

Partnership Interests shall have the meaning given to such term in Section 5.1.2 [LLC Interests of Borrower; Subsidiaries; and Subsidiary Shares].

PBGC shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

Permitted Acquisition shall have the meaning assigned to such term in Section 7.2.3 [Liquidations, Mergers, Consolidations, Acquisitions].

Permitted Additional AWR Indebtedness shall mean Indebtedness issued by the Borrower or a Subsidiary of the Borrower which Indebtedness meets all of the following requirements:

(i) the aggregate principal amount of such Indebtedness at any time outstanding shall not exceed $700,000,000;

(ii) no portion of the principal of such Indebtedness shall be due prior to seven years after the date of issuance thereof, other than any mandatory redemptions required (y) under the AWR Senior Notes Indenture in the event that proceeds from the sale, transfer, lease or other disposition of assets of a member of the Arch Western Group are not timely used, as required in accordance with the AWR Senior Notes Indenture, to acquire replacement assets, or (z) under any other indenture or agreement containing mandatory redemption provisions which are no more restrictive than the mandatory redemption provisions under the AWR Senior Notes Indenture upon a sale, transfer, lease or other disposition of assets in the event that proceeds from such sale, transfer, lease or other disposition of assets of a member of the Arch Western Group are not timely used to acquire replacement assets;

(iii) the rate of interest applicable to such Indebtedness shall not exceed 8 1/2%;

(iv) after giving effect to the issuance of such Indebtedness (the amount of which shall be included as Indebtedness in computing the Leverage Ratio) the Loan Parties shall be in pro-forma compliance with the covenants set forth in Section 7.2 [Negative Covenants] of this Agreement and no Event of Default or Potential Default shall exist or be continuing;

(v) the events of default and covenants applicable to such Indebtedness shall not be more restrictive, in any material respect, than the events of default and covenants governing those matters or similar matters which are the subject of Section 7.2 [Negative Covenants] of this Agreement;

(vi) such Indebtedness shall be secured by no more than the pledge of the Eligible Note Receivable;

(vii) any Guaranty of such Indebtedness shall be provided only by a member of the Arch Western Group;

(viii) such Indebtedness shall not restrict loans or advances by any member of the Arch Western Group to any member of the Arch Coal Group, other than restrictions which are no more restrictive than as set forth in the AWR Senior Notes Indenture;

(ix) such Indebtedness shall not restrict dividends or distributions payable by any member of the Arch Western Group to any member of the Arch Coal Group other than restrictions that are no more restrictive than as set forth in the AWR Senior Notes Indenture;

(x) all Obligations of the Loan Parties under this Agreement and the other Loan Documents shall not conflict with or violate the terms of such Indebtedness, and any Loans made or hereafter made to the Borrower will be permitted to be incurred under such Indebtedness;

(xi) such Indebtedness will not conflict with or violate the terms of this Agreement or any other Loan Document; and

(xii) prior to the issuance of such Indebtedness the Agent shall have received copies of drafts in final form or execution copies of all material documents with respect to such Indebtedness and such documents shall be reasonably acceptable to the Agent based upon the requirements of this definition of Permitted Additional AWR Indebtedness.

The Loan Parties shall promptly after issuance of Permitted Additional AWR Indebtedness deliver to the Agent and the Lenders a copy of the material documents with respect to the issuance of such Indebtedness.

Permitted Investments shall mean

(i) direct obligations of the U.S. or any agency or instrumentality thereof or obligations backed by the full faith and credit of the U.S. maturing in twelve (12) months or less from the date of acquisition;

(ii) commercial paper maturing in 180 days or less rated in the highest categories by Standard & Poor's or Moody's on the date of acquisition; and

(iii) demand deposits, time deposits or certificates of deposit maturing within one year in a commercial bank whose obligations are rated A-1, A or the equivalent or better by Standard & Poor's on the date of determination.

Permitted Joint Venture shall mean any Person (i) with respect to which the ownership of equity interests thereof by the Borrower or any Subsidiary of the Borrower is accounted for in accordance with the "equity method" in accordance with GAAP; (ii) engaged in a line of business permitted by Section 7.2.7 [Continuation of or Change in Business]; and (iii) with respect to which the equity interests thereof were acquired by the Borrower or Subsidiary of the Borrower in an arms-length transaction; provided that any such Person shall be treated for purposes of this Agreement as a Subsidiary and not a Permitted Joint Venture if (A) the Borrower has management control over the operations of such Person and (B) the Borrower owns directly or indirectly a majority of the economic equity interest in such Person.

Permitted Liens shall mean:

(i) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business and which are not yet due and payable;

(ii) Pledges or deposits made in the ordinary course of business to secure payment of reclamation liabilities, worker's compensation, or to participate in any fund in connection with worker's compensation, unemployment insurance, old-age pensions or other social security programs;

(iii) Liens of mechanics, materialmen, warehousemen, carriers, or other like Liens, securing obligations incurred in the ordinary course of business that are not yet due

and payable and Liens of landlords securing obligations to pay lease payments that are not yet due and payable or in default;

(iv) Good-faith pledges of cash or marketable securities or deposits of cash or marketable securities made in the ordinary course of business to secure performance of bids (including bonus bids), tenders, contracts (other than for the repayment of borrowed money) or leases, not in excess of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business (it being understood that any appeal or similar bond (other than such a bond required pursuant to applicable Law to secure in the ordinary course payment of worker's compensation, reclamation liabilities or royalty bonds) in an amount exceeding $50,000,000 shall not be in the ordinary course of business);

(v) Encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, none of which materially impairs the use of such property or the value thereof, and none of which is violated in any material respect by existing or proposed structures or land use;

(vi) As collateral security for the AWR Senior Notes or as collateral security for other Permitted Additional AWR Indebtedness, collateral consisting of no more than the pledge by the Borrower of the Eligible Note Receivable on a priority equal to or less than the priority of the Lien granted by the Borrower on the Eligible Note Receivable in favor of the Agent and the Lenders, provided that the holder of any equal in priority Lien is a party to the Collateral Trust Agreement (or successor or replacement agreement which is substantially on the same terms as the Collateral Trust Agreement and which agreement is in form and substance satisfactory to the Agent);

(vii) Liens on assets of the Arch Western Group securing Indebtedness (other than Indebtedness secured by Liens described in clause (xi) below) of not more than $25,000,000 at any time, provided, however, that (a) in the case of Liens in respect of Purchase Money Security Interests, such Liens attach to the assets that are purchased or acquired concurrently with or within 90 days after the purchase or acquisition thereof, and (b) in the case of Liens not otherwise permitted by the immediately preceding clause (a), such Liens do not in the aggregate materially detract from the value of the assets subject to such Liens nor do such Liens materially impair the use of such assets subject to such Liens in the operation of the business of the Arch Western Group;

(viii) The following, (A) if the validity or amount thereof is being contested in good faith by appropriate and lawful proceedings diligently conducted so long as levy and execution thereon have been stayed and continue to be stayed or (B) if a final judgment is entered and such judgment is discharged within thirty (30) days of entry, and they do not adversely affect the value of the Collateral or the first priority perfected Lien and security interest of the Agent for the benefit of the Lenders in the Collateral or, in the aggregate, materially impair the ability of any Loan Party to perform its Obligations hereunder or under the other Loan Documents:

(1) Claims or Liens for taxes, assessments or charges due and payable and subject to interest or penalty, provided that the applicable Loan Party maintains such reserves or other appropriate provisions as shall be required by GAAP and pays all such taxes, assessments or charges forthwith upon the commencement of proceedings to foreclose any such Lien;

(2) Claims, Liens or encumbrances upon, and defects of title to, real or personal property other than the Collateral, including any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits;

(3) Claims or Liens of mechanics, materialmen, warehousemen, carriers, or other statutory nonconsensual Liens; or

(4) Liens resulting from judgments or orders described in Section 8.1.6 [Judgments or Orders];

(ix) Liens granted in the Collateral under the Collateral Documents for the benefit of the Agent and the Lenders;

(x) Any Lien or restriction resulting from ownership, by an entity other than an Affiliate of the Borrower, of a minority interest in Canyon Fuel; and

(xi) Liens on property leased by any Loan Party or Subsidiary of a Loan Party under capital leases (as the nature of such lease is determined in accordance with GAAP) permitted under Section 7.2.15 [Off-Balance Sheet Financing and Capital Leases] hereof securing obligations of such Loan Party or Subsidiary to the lessor under such leases.

Permitted Loan Origination Expense shall mean the aggregate amount of the following fees and expenses required to be capitalized in accordance with GAAP: (i) all fees and expenses incurred by the Borrower, in connection with the closing of the transactions under the Arch Western Credit Facility (1998), (ii) all fees and expenses incurred by the Borrower in connection with the amendment and restatement on the Restatement Effective Date of the Arch Western Credit Facility (1998), and (iii) all fees and expenses incurred by the Borrower in connection with the issuance of the AWR Senior Notes, and (iv) all fees and expenses incurred by the Borrower in connection with the closing of this Agreement.

Person shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, or any other entity.

Plan shall mean at any time an employee pension benefit plan (including a Multiple Employer Plan, but not a Multiemployer Plan) which is covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Internal Revenue Code and either (i) is maintained by any member of the ERISA Group for employees of any member of the ERISA Group or (ii) has at any time within the preceding five years been maintained by any entity which was at such time a member of the ERISA Group for employees of any entity which was at such time a member of the ERISA Group.

PNC Bank shall mean PNC Bank, National Association, its successors and assigns.

Potential Default shall mean any event or condition which with notice, passage of time or a determination by the Agent or the Required Lenders, or any combination of the foregoing, would constitute an Event of Default.

Principal Office shall mean the main banking office of the Agent in Pittsburgh, Pennsylvania.

Prior Security Interest shall mean a valid and enforceable perfected first-priority security interest under the Uniform Commercial Code or other applicable Law in the Collateral.

Prohibited Transaction shall mean any prohibited transaction as defined in Section 4975 of the Internal Revenue Code or Section 406 of ERISA for which neither an individual nor a class exemption has been issued by the United States Department of Labor.

Property shall mean all real property, both owned and leased, of any Loan Party or Subsidiary of a Loan Party.

Purchase Agreement shall mean that certain Purchase and Sale Agreement among ARCO, ARCO Uinta Coal Company, a Delaware corporation, the Parent and AWAC, dated as of March 22, 1998, together with all schedules and exhibits thereto.

Purchasing Lender shall mean a Lender which becomes a party to this Agreement by executing an Assignment and Assumption Agreement.

Purchase Money Security Interest shall mean Liens upon tangible personal property securing loans to any Loan Party or Subsidiary of a Loan Party or deferred payments by such Loan Party or Subsidiary for the purchase of such tangible personal property.

Ratable Share shall mean the proportion that a Lender's Commitment bears to the Commitments of all Lenders.

Rate Request shall mean a request to select, convert to or renew a Base Rate Option or Euro-Rate Option with respect to the Term Loans in accordance with Section 2.5 [Request to Select Interest Rate Options].

Register shall have the meaning set forth in Section 10.19 [Register] hereof.

Regulated Substances shall mean, without limitation, any substance, material or waste, regardless of its form or nature, defined under Environmental Laws as a "hazardous substance," "pollutant," "pollution," "contaminant," "hazardous or toxic substance," "extremely hazardous substance," "toxic chemical," "toxic substance," "toxic waste," "hazardous waste," "special handling waste," "industrial waste," "residual waste," "solid waste," "municipal waste," "mixed waste," "infectious waste," "chemotherapeutic waste," "medical waste," or

"regulated substance" or any other material, substance or waste, regardless of its form or nature, which is regulated by the Environmental Laws due to its radioactive, ignitable, corrosive, reactive, explosive, toxic, carcinogenic or infectious properties or nature, or which otherwise is regulated by any applicable Environmental Laws including, without limitation, coal and other minerals, coal refuse, run-of-mine coal, acid mine drainage, petroleum and petroleum products (including crude oil and any fractions thereof), natural gas, coalbed methane gas, synthetic gas and any mixtures thereof, asbestos, urea formaldehyde, polychlorinated biphenyls, mercury and radioactive substances.

Regulation U shall mean Regulation U, T or X as promulgated by the Board of Governors of the Federal Reserve System, as amended from time to time.

Release shall mean anything defined as a "release" under CERCLA or RCRA.

Reportable Event shall mean a reportable event described in Section 4043 of ERISA and regulations thereunder with respect to a Plan or Multiemployer Plan.

Required Lenders shall mean

(i) if there are no Term Loans outstanding, Lenders whose Commitments aggregate more than 50% of the Commitments of all of the Lenders, or

(ii) if there are Term Loans outstanding, Lenders whose outstanding Term Loans aggregate more than 50% of the total principal amount of all of the Term Loans then outstanding.

Restatement Effective Date shall mean April 18, 2002.

SEC shall mean the Securities and Exchange Commission or any governmental agencies substituted therefor.

Significant Subsidiary shall mean individually any Subsidiary of Borrower other than the Inactive Subsidiaries, and Significant Subsidiaries shall mean collectively all Subsidiaries of Borrower other than the Inactive Subsidiaries.

Solvent shall mean, with respect to any Person on a particular date, that on such date (i) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged. In computing the

amount of contingent liabilities at any time, it is intended that such liabilities will be computed as the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

Special Subsidiary shall mean Canyon Fuel and each other Person to be treated as a Subsidiary in accordance with the proviso to the definition of Permitted Joint Venture.

Standard & Poor's shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

Subsidiary of any Person at any time shall mean (i) any corporation or trust of which more than 50% (by number of shares or number of votes) of the outstanding capital stock or shares of beneficial interest normally entitled to vote for the election of one or more directors or trustees (regardless of any contingency which does or may suspend or dilute the voting rights) is at such time owned directly or indirectly by such Person or one or more of such Person's Subsidiaries, (ii) any partnership of which such Person is a general partner or of which more than 50% of the partnership interests is at the time directly or indirectly owned by such Person or one or more of such Person's Subsidiaries, (iii) any limited liability company of which such Person is a member or of which more than 50% of the limited liability company interests is at the time directly or indirectly owned by such Person or one or more of such Person's Subsidiaries or (iv) any corporation, trust, partnership, limited liability company or other entity which is controlled or capable of being controlled by such Person or one or more of such Person's Subsidiaries. As of the Closing Date, the Borrower owns 65% of the member interests of Canyon Fuel. It is expressly agreed that each Special Subsidiary shall be deemed to be a Subsidiary of the Borrower for purposes of this Agreement. Nonetheless, the Appropriate Percentage of the assets, income, expenses, liabilities and other items with respect to each Special Subsidiary shall be included, without duplication, for purposes of calculating the Leverage Ratio, the Fixed Charge Coverage Ratio, inclusion in Section 7.2.15 [Off-Balance Sheet Financing and Capital Leases], for purposes of calculating EBITDDA and for purposes of Section 7.2.12 [Minimum Net Worth, as described more fully in the definitions of "Leverage Ratio" and "Fixed Charge Coverage Ratio".

Subsidiary Shares shall have the meaning assigned to that term in Section 5.1.2 [LLC Interests of Borrower; Subsidiaries; and Subsidiary Shares].

Tax Sharing Agreement shall mean that certain Tax Sharing Agreement dated as June 1, 1998 by and among the Borrower, AWAC, the Parent and Delta Housing.

Term Loan shall have the meaning given to such term in Section 2.1 [Commitments]; Term Loans shall mean collectively all of the Term Loans.

Term Notes shall mean collectively all of the Term Notes of the Borrower in the form of Exhibit 1.1(T) evidencing the Term Loans, as the same may hereafter be modified, amended, restated, supplemented, refinanced, replaced, extended or renewed from time to time in accordance herewith or therewith in whole or in part, and Term Note shall mean separately any of the Term Notes.

Thunder Basin LLC Agreement shall mean that certain Limited Liability Company Agreement, dated as of July 10, 1997, as amended, of Thunder Basin Coal Company, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware.

Transferor Lender shall mean the selling Lender pursuant to an Assignment and Assumption Agreement.

Triton shall mean Triton Coal Company, LLC, a Delaware limited liability company.

UBS Debt shall mean any Indebtedness outstanding on or before the Closing Date arising out of (i) that certain Amended and Restated Loan Agreement dated December 1, 1998 and amended and restated on May 15, 2000 among Triton Coal Company, LLC, Vulcan Intermediary, L.L.C., UBS Warburg LLC, as arranger, and UBS AG, Stamford Branch, as lender and administrative agent for the lender, in the principal amount of $215,000,000, and (ii) that certain Amended and Restated Senior Subordinated Credit Agreement dated May 15, 2000 and amended and restated on December 29, 2000 among Triton Coal Company, LLC, Vulcan Intermediary, L.L.C., as Guarantor, UBS Warburg LLC, as arranger, and UBS AG, Stamford Branch, as lender and administrative agent for the lender.

Uniform Commercial Code shall have the meaning assigned to that term in Section 5.1.21 [Security Interests].

U.S. shall mean the United States of America.

USA Patriot Act shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

Vulcan Acquisition shall mean the transactions contemplated by the Vulcan Merger Agreement, as such document may be amended, modified or supplemented after the Closing Date as permitted by Section 7.2.14.

Vulcan Acquisition Documents shall mean collectively the Vulcan Merger Agreement and all other material agreements in connection therewith, as the same may be amended, modified or supplemented after the Closing Date as permitted by Section 7.2.14.

Vulcan Merger Agreement shall mean that certain that certain Merger and Purchase Agreement among Borrower, Triton Acquisition LLC, a Delaware limited liability company, New Vulcan Coal Holdings, L.L.C., a Delaware limited liability company and Vulcan Coal Holdings, L.L.C., a Delaware limited liability company, dated as of May 29, 2003, together with all schedules and exhibits thereto, as the same may be amended, modified or supplemented after the Closing Date as permitted by Section 7.2.14.

Withholding Certificate shall have the meaning assigned to that term in Section 10.17.1.

1.2 Construction.

Unless the context of this Agreement otherwise clearly requires, the following rules of construction shall apply to this Agreement and each of the other Loan Documents:

1.2.1 Number; Inclusion.

references to the plural include the singular, the plural, the part and the whole; "or" has the inclusive meaning represented by the phrase "and/or"; and "including" has the meaning represented by the phrase "including without limitation";

1.2.2 Determination.

references to "determination" of or by the Agent or the Lenders shall be deemed to include good-faith estimates by the Agent or the Lenders (in the case of quantitative determinations) and good-faith beliefs by the Agent or the Lenders (in the case of qualitative determinations) and such determination shall be conclusive absent manifest error;

1.2.3 Agent's Discretion and Consent.

whenever the Agent or the Lenders are granted the right herein to act in its or their sole discretion or to grant or withhold consent such right shall be exercised in good faith;

1.2.4 Documents Taken as a Whole.

the words "hereof," "herein," "hereunder," "hereto" and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document as a whole and not to any particular provision of this Agreement or such other Loan Document;

1.2.5 Headings.

the section and other headings contained in this Agreement or such other Loan Document and the Table of Contents (if any), preceding this Agreement or such other Loan Document are for reference purposes only and shall not control or affect the construction of this Agreement or such other Loan Document or the interpretation thereof in any respect;

1.2.6 Implied References to This Agreement.

article, section, subsection, clause, schedule and exhibit references are to this Agreement or other Loan Document, as the case may be, unless otherwise specified;

1.2.7 Persons.

reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement or such other Loan Document, as the case may be, and reference to a Person in a particular capacity excludes such Person in any other capacity;

1.2.8 Modifications to Documents.

reference to any agreement (including this Agreement and any other Loan Document together with the schedules and exhibits hereto or thereto), document or instrument means such agreement, document or instrument as amended, modified, replaced, substituted for, superseded or restated in accordance with the applicable provisions thereof and hereof;

1.2.9 From, To and Through.

relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding," and "through" means "through and including"; and

1.2.10 Shall; Will.

references to "shall" and "will" are intended to have the same meaning.

1.3 Accounting Principles.

Except as otherwise provided in this Agreement, all computations and determinations as to accounting or financial matters and all financial statements to be delivered pursuant to this Agreement shall be made and prepared in accordance with GAAP (including principles of consolidation where appropriate), and all accounting or financial terms shall have the meanings ascribed to such terms by GAAP; provided, however, that all accounting terms used in Section 7.2 [Negative Covenants] (and all defined terms used in the definition of any accounting term used in Section 7.2), as applied to the Borrower and its Subsidiaries shall have the meaning given to such terms (and defined terms) under GAAP as in effect on the Closing Date applied on a basis consistent with those used in preparing the Historical Statements referred to in Section 5.1.7(i) [Borrower Historical Statements]. In the event of any change after the Closing Date in GAAP, and if such change would result in the inability to determine compliance with the financial covenants set forth in Section 7.2 based upon the Borrower's regularly prepared financial statements by reason of the preceding sentence, then the parties hereto agree to endeavor, in good faith, to agree upon an amendment to this Agreement that would adjust such financial covenants in a manner that would not affect the substance thereof, but would allow compliance therewith to be determined in accordance with the Borrower's financial statements at that time.

2. TERM LOAN FACILITY

2.1 Commitments.

2.1.1 Borrowing Date Commitments.

Subject to the terms and conditions hereof, and relying upon the representations and warranties herein set forth, each Lender severally agrees to make a term loan (the "Term Loan") to the Borrower on the Borrowing Date in such principal amount as the Borrower shall request up to, but not exceeding, such Lender's Commitment.

2.1.2 Commitment Fee.

Accruing from the Closing Date through and including the Borrowing Date, the Borrower agrees to pay to the Agent for the account of each Lender, as consideration for such Lender's Commitment hereunder, a nonrefundable commitment fee (the "Commitment Fee") equal to the twenty-five (25) basis points (computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed) computed on the amount of such Lender's Commitment. All Commitment Fees shall be payable in arrears on the first Business Day of each July, October, January and April after the date hereof and on the Expiration Date or upon acceleration of the Loans.

2.2 Nature of Lenders' Obligations with Respect to Term Loans.

The obligations of each Lender to make a Term Loan to the Borrower shall be in the proportion that such Lender's Commitment bears to the Commitments of all Lenders, provided, however, that each Lender's Term Loan to the Borrower shall never exceed its Commitment. The failure of any Lender to make a Term Loan shall not relieve any other Lender of its obligations to make a Term Loan nor shall it impose any additional liability on any other Lender hereunder. The Lenders shall have no obligation to make Term Loans hereunder after the Borrowing Date, other than as any Lender may elect as provided in Section 2.1.2. The Commitments are not revolving credit commitments, and the Borrower shall not have the right to borrow, repay and reborrow the Term Loans.

2.3 Noteless Agreement; Evidence of Indebtedness.

Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Obligation of the Borrower to such Lender resulting from each Term Loan made by such Lender, including the amount of principal and interest payable and paid to such Lender from time to time hereunder. The Agent shall also maintain accounts in which it will record (a) the amount of each Term Loan made hereunder, the Interest Rate Option applicable thereto, and the Interest Period applicable thereto, (b) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, and (c) the amount of any sum received by the Agent hereunder from the Borrower and each Lender's share thereof. The entries maintained in the accounts maintained pursuant to this Section 2.3 shall be prima facie evidence of the existence and amounts of the Obligation therein recorded; provided, however, that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligation in accordance with its terms.

Any Lender may request that its Term Loans be evidenced by a promissory note substantially in the form of Exhibit 1.1(T). In such event, the Borrower shall execute and deliver to such Lender a Term Note dated the Borrowing Date, payable to the order of such Lender in a face amount equal to the Commitment of such Lender, and thereafter the Term Loans evidenced by each such Term Note and interest thereon shall at all times (including after any assignment pursuant to Section 10.11) be represented by one or more Term Notes payable to the order of the payee named therein or any assignee pursuant to Section 10.11, except to the extent that any such Lender or assignee subsequently returns any such Term Note for cancellation and requests that

such Term Loans once again be evidenced as described in the immediately prior paragraph of this Section 2.3.

2.4 Use of Proceeds.

On and after the Borrowing Date, the proceeds of the Term Loans shall be used for general corporate purposes, including to make loans or advances to Parent and in accordance with Section 7.1.9 [Use of Proceeds].

2.5 Borrowing Date Procedure and Request to Select Interest Rate Options.

Except as otherwise provided herein, the Borrower may (a) designate the Borrowing Date (which date shall be a Business Day and which date shall be on or before January 31, 2004), (b) request the Lenders to make the Term Loans on the Borrowing Date and (c) select the initial Interest Rate Option applicable to the Term Loans and thereafter from time to time prior to the Expiration Date request the Lenders to renew or convert the Interest Rate Option applicable to existing Term Loans pursuant to Section 3.2 [Interest Periods], by delivering to the Agent, not later than 10:00 a.m., Pittsburgh time, (i) three (3) Business Days prior to the proposed Borrowing Date with respect to the making of the Term Loans on the Borrowing Date or the conversion to or the renewal of the Euro-Rate Option for any Term Loans, and (ii) one (1) Business Day prior to the making of the Term Loans on the Borrowing Date to which the Base Rate Option applies or the last day of the preceding Interest Period with respect to the conversion to the Base Rate Option for any Term Loan, of a duly completed request therefore substantially in the form of Exhibit 2.5 (each a "Rate Request") or a request therefore by telephone immediately confirmed in writing by letter, facsimile or telex in the form of such Exhibit, it being understood that the Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation. Each Rate Request shall be irrevocable and shall specify (i) the proposed Borrowing Date; (ii) the aggregate amount of the Term Loans comprising each Borrowing Tranche, which shall be in integral multiples of $500,000 and not less than $1,000,000 for each Borrowing Tranche to which the Euro-Rate Option applies and in integral multiples of $100,000 and not less than the lesser of $500,000 or the maximum amount available for Borrowing Tranches to which the Base Rate Option applies; (iii) whether the Euro-Rate Option or Base Rate Option shall apply to the applicable Borrowing Tranche; and (iv) in the case of a Borrowing Tranche to which the Euro-Rate Option applies, an appropriate Interest Period for the Term Loans comprising such Borrowing Tranche. The Agent shall, promptly after receipt by it of a Rate Request pursuant to this Section 2.5, notify the Lenders of its receipt of such Rate Request and provide each Lender with a copy thereof. The Loan Parties agree that no Lender shall have any Commitments or any other commitment or obligation to fund any portion of the Term Loans after January 31, 2004.

2.6 Required Payments.

The principal amount of the Term Loans shall be payable in quarterly installments on the first Business Day of each October, January, April and July after the Borrowing Date, commencing October 1, 2004, in an amount corresponding to the indicated percentage (set forth below) of the original principal amount of the Term Loans:

DATE	AMOUNT OF EACH QUARTERLY PRINCIPAL PAYMENT
October 1, 2004	10%
January 1, 2005 through and including October 1, 2005	5.0%
January 1, 2006 through and including October 1, 2006	7.5%
January 1, 2007 through and including April 1, 2007	10%
Expiration Date	Outstanding principal amount of Term Loans

The outstanding principal amount of the Term Loans, together with accrued interest, fees and all other Obligations payable thereon shall be due and payable on the Expiration Date.

3. INTEREST RATES

3.1 Interest Rate Options.

The Borrower shall pay interest in respect of the outstanding unpaid principal amount of the Term Loans as selected by it from the Base Rate Option or Euro-Rate Option set forth below, it being understood that, subject to the provisions of this Agreement, the Borrower may select different Interest Rate Options and different Interest Periods to apply simultaneously to the Term Loans comprising different Borrowing Tranches and may convert to or renew one or more Interest Rate Options with respect to all or any portion of the Term Loans comprising any Borrowing Tranche, provided that there shall not be at any one time outstanding more than eight (8) Borrowing Tranches in the aggregate among all of the Term Loans accruing interest at a Euro-Rate Option. If at any time the designated rate applicable to any Term Loan exceeds such Lender's highest lawful rate, the rate of interest on such Term Loan shall be limited to such Lender's highest lawful rate.

3.1.1 Interest Rate Options.

The Borrower shall have the right to select from the following Interest Rate Options applicable to the Term Loans:

(i) Base Rate Option: A fluctuating rate per annum (computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed) equal to the Base Rate plus 1.25%, such interest rate to change automatically from time to time effective as of the effective date of each change in the Base Rate; or

(ii) Euro-Rate Option: A rate per annum (computed on the basis of a year of 360 days and actual days elapsed) equal to the Euro-Rate plus 2.75%.

3.1.2 Rate Quotations.

The Borrower may call the Agent on or before the date on which a Rate Request is to be delivered to receive an indication of the rates then in effect as to Term Loans, but it is acknowledged that such projection shall not be binding on the Agent or the Lenders nor affect the rate of interest which thereafter is actually in effect when the election is made.

3.2 Interest Periods.

At any time when the Borrower shall select, convert to or renew a Euro-Rate Option, the Borrower shall notify the Agent thereof at least three (3) Business Days prior to the effective date of such Euro-Rate Option by delivering a Rate Request. The notice shall specify an interest period (the "Interest Period") during which the Euro-Rate Option shall apply, such Interest Period to be one, two, three or six Months. Notwithstanding the preceding sentence, the following provisions shall apply to any selection of, renewal of, or conversion to a Euro-Rate Option:

3.2.1 Ending Date and Business Day.

any Interest Period which would otherwise end on a date which is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day;

3.2.2 Amount of Borrowing Tranche.

each Borrowing Tranche of Term Loans to which the Euro-Rate Option applies shall be in integral multiples of $500,000 and not less than $1,000,000;

3.2.3 Termination Before Expiration Date.

the Borrower shall not select, convert to or renew an Interest Period for any portion of the Term Loans that would end after the Expiration Date; and

3.2.4 Renewals.

in the case of the renewal of a Euro-Rate Option at the end of an Interest Period, the first day of the new Interest Period shall be the last day of the preceding Interest Period, without duplication in payment of interest for such day.

3.3 Interest After Default.

To the extent permitted by Law, upon the occurrence of an Event of Default and until such time such Event of Default shall have been cured or waived:

3.3.1 Interest Rate.

the rate of interest for each Term Loan otherwise applicable pursuant to Section 3.1.1 [Interest Rate Options] shall be increased by 2.0% per annum; and

3.3.2 Other Obligations.

each other Obligation hereunder if not paid when due shall bear interest at a rate per annum equal to the sum of the rate of interest applicable under the Base Rate Option plus an additional 2.0% per annum from the time such Obligation becomes due and payable until it is paid in full.

3.3.3 Acknowledgment.

The Borrower acknowledges that the increase in rates referred to in this Section 3.3 reflects, among other things, the fact that such Term Loans or other amounts have become a substantially greater risk given their default status and that the Lenders are entitled to additional compensation for such risk and all such interest shall be payable by Borrower upon demand by Agent. Upon the occurrence of an Event of Default, no Term Loan may be converted to or renewed under the Euro-Rate Option.

3.4 Euro-Rate Unascertainable; Illegality; Increased Costs; Deposits Not Available.

3.4.1 Unascertainable.

If, on any date on which a Euro-Rate would otherwise be determined with respect to Term Loans, the Agent shall have determined that:

(i) adequate and reasonable means do not exist for ascertaining such Euro-Rate, or

(ii) a contingency has occurred which materially and adversely affects the London interbank eurodollar market relating to the Euro-Rate,

then the Agent shall have the rights specified in Section 3.4.3 [Agent's and Lender's Rights].

3.4.2 Illegality; Increased Costs; Deposits Not Available.

If at any time any Lender shall have determined that:

(i) the making, maintenance or funding of any Term Loan to which a Euro-Rate Option applies has been made impracticable or unlawful by compliance by such Lender in good faith with any Law or any interpretation or application thereof by any Official Body or with any request or directive of any such Official Body (whether or not having the force of Law), or

(ii) such Euro-Rate Option will not adequately and fairly reflect the cost to such Lender of the establishment or maintenance of any such Term Loan, or

(iii) after making all reasonable efforts, deposits of the relevant amount in Dollars for the relevant Interest Period for a Term Loan to which a Euro-Rate Option applies are not available to such Lender with respect to such Term Loan in the London interbank market,

then the Agent and the Lenders shall have the rights specified in Section 3.4.3 [Agent's and Lender's Rights].

3.4.3 Agent's and Lender's Rights.

In the case of any event specified in Section 3.4.1 [Unascertainable] above, the Agent shall promptly so notify the Lenders and the Borrower thereof, and in the case of an event specified in Section 3.4.2 [Illegality; Increased Costs; Deposits Not Available] above, such Lender shall promptly so notify the Agent and endorse a certificate to such notice as to the specific circumstances of such notice, and the Agent shall promptly send copies of such notice and certificate to the other Lenders and the Borrower. Upon such date as shall be specified in such notice (which shall not be earlier than the date such notice is given), the obligation of (A) the Lenders, in the case of such notice given by the Agent, or (B) such Lender, in the case of such notice given by such Lender, to allow the Borrower to convert to or renew a Euro-Rate Option shall be suspended until the Agent shall have later notified the Borrower, or such Lender shall have later notified the Agent, of the Agent's or such Lender's, as the case may be, determination that the circumstances giving rise to such previous determination no longer exist. If at any time the Agent makes a determination under Section 3.4.1 and the Borrower has previously notified the Agent of its selection of, conversion to or renewal of a Euro-Rate Option and such Interest Rate Option has not yet gone into effect, such notification shall be deemed to provide for the selection of, conversion to or renewal of the Base Rate Option otherwise available with respect to such Term Loans. If any Lender notifies the Agent of a determination under Section 3.4.2, the Borrower shall, subject to the Borrower's indemnification Obligations under Section 4.6.2 [Indemnity] as to any Term Loan of the Lender to which a Euro-Rate Option applies, on the date specified in such notice either convert such Term Loan to the Base Rate Option otherwise available with respect to such Term Loan or prepay such Term Loan in accordance with Section 4.4 [Voluntary Prepayments]. Absent due notice from the Borrower of conversion or prepayment, such Term Loan shall automatically be converted to the Base Rate Option otherwise available with respect to such Term Loan upon such specified date.

3.5 Selection of Interest Rate Options.

If the Borrower fails to select a new Interest Period to apply to any Borrowing Tranche of Term Loans under the Euro-Rate Option at the expiration of an existing Interest Period applicable to such Borrowing Tranche in accordance with the provisions of Section 3.2 [Interest Periods], the Borrower shall be deemed to have converted such Borrowing Tranche to the Base Rate Option commencing upon the last day of the existing Interest Period.

4. PAYMENTS

4.1 Payments.

All payments and prepayments to be made in respect of principal, interest, Agent's Fee or other fees or amounts due from the Borrower hereunder shall be payable prior to 11:00 a.m., Pittsburgh time, on the date when due without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower, and without set-off, counterclaim or other deduction of any nature, and an action therefor shall immediately accrue. Such payments shall be made to the Agent at the Principal Office for the ratable accounts of the Lenders with respect to the Term Loans, in U.S. Dollars and in immediately available funds, and the Agent shall promptly distribute such amounts to the Lenders in immediately available funds, provided that in the event payments are received by 11:00 a.m., Pittsburgh time, by the Agent and such payments are not distributed to the Lenders on the same day received by the Agent, the Agent shall pay the Lenders the Federal Funds Effective Rate with respect to the amount of such payments for each day held by the Agent and not distributed to the Lenders. The Agent's and each Lender's statement of account, ledger or other relevant record shall, in the absence of manifest error, be conclusive as the statement of the amount of principal of and interest on the Term Loans and other amounts owing under this Agreement and shall be deemed an "account stated."

4.2 Pro Rata Treatment of Lenders.

The Term Loans shall be allocated to each Lender according to its Ratable Share, as such Ratable Share relates specifically to the Commitments of all Lenders having Commitments. Each selection of, conversion to or renewal of any Interest Rate Option applicable to Term Loans and each payment or prepayment by the Borrower with respect to principal or interest on the Term Loans or other fees related thereto (except for the Agent's Fee) or amounts due from the Borrower hereunder to the Lenders with respect to the Term Loans, shall (except as provided in Section 3.4.3 [Agent's and Lender's Rights] in the case of an event specified in Sections 3.4 [Euro-Rate Unascertainable, etc.], 4.4.2 [Replacement of a Lender] or 4.6 [Additional Compensation in Certain Circumstances]) be made in proportion to the Ratable Share of Term Loans outstanding from each Lender (and shall, with respect to the accrual of interest on Term Loans made pursuant to Section 2.1.2 [Increase in Commitments], take into account the duration of such Term Loans outstanding). Amounts due from the Borrower hereunder which are not otherwise related to the Term Loans shall be made in proportion to each Lender's Ratable Share with respect to the Term Loans outstanding.

4.3 Interest Payment Dates.

Interest on Term Loans to which the Base Rate Option applies shall be due and payable in arrears on the first Business Day of each July, October, January and April after the date hereof, and on the Expiration Date, or upon acceleration of the Term Loans. Interest on Term Loans to which the Euro-Rate Option applies shall be due and payable on the last day of each Interest Period for those Term Loans and, if such Interest Period is longer than three (3) Months, also on the date that is three (3) Months after the commencement of such Interest Period (and if applicable, the date that is six (6) Months after the commencement of such Interest

Period) of such Interest Period, and on the Expiration Date, or upon acceleration of the Term Loans. Interest on the principal amount of the Term Loans or other monetary Obligation shall be due and payable on demand after such principal amount or other monetary Obligation becomes due and payable (whether on the stated maturity date, upon acceleration or otherwise).

4.4 Voluntary Prepayments.

4.4.1 Right to Prepay.

The Borrower shall have the right at its option from time to time to prepay the Term Loans in whole or part without premium or penalty (except as provided in Section 4.4.2 [Replacement of a Lender] below or in Section 4.6 [Additional Compensation in Certain Circumstances]):

(i) on the same day by 1:00 p.m., Pittsburgh time with respect to Term Loans to which the Base Rate Option applies,

(ii) on the last day of the applicable Interest Period with respect to Term Loans to which a Euro-Rate Option applies,

(iii) on the date specified in a notice by any Lender pursuant to Section 3.4 [Euro-Rate Unascertainable, etc.] with respect to any Term Loan to which a Euro-Rate Option applies.

Whenever the Borrower desires to prepay any part of the Term Loans, it shall provide a prepayment notice to the Agent by 1:00 p.m., Pittsburgh time, at least three (3) Business Days prior to the date of prepayment of the Term Loans, setting forth the following information:

(y) the date, which shall be a Business Day, on which the proposed prepayment is to be made (the "Prepayment Date"); and

(z) the total principal amount of such prepayment, which shall not be less than $5,000,000 and in increments of $1,000,000 above $5,000,000.

All prepayment notices shall be irrevocable. The principal amount of the Term Loans for which a prepayment notice is given, together with interest on such principal amount, shall be due and payable on the date specified in such prepayment notice as the date on which the proposed prepayment is to be made.

Upon its receipt of any notice of prepayment of Term Loans pursuant to this Section 4.4.1, the Agent shall promptly give the Lenders notice of the amount of prepayment specified in such notice of prepayment.

Except as provided in Section 3.4.3 [Agent's and Lender's Rights], if the Borrower prepays Term Loans but fails to specify the applicable Borrowing Tranche which the Borrower is prepaying, the prepayment shall be applied (i) first to Term Loans to which the Base Rate Option applies, and (ii) then to Term Loans to which the Euro-Rate Option applies. Any

prepayment hereunder shall be subject to the Borrower's Obligation to indemnify the Lenders under Section 4.6.2 [Indemnity]. All prepayments pursuant to this Section 4.4.1 shall be applied to payment in full of the principal amount of the Term Loans by application to the unpaid installments of principal in the order of scheduled maturities.

4.4.2 Replacement of a Lender.

In the event any Lender (i) gives notice under Section 3.4 [Euro-Rate Unascertainable, etc.] or Section 4.6.1 [Increased Costs, etc.], or (ii) becomes subject to the control of an Official Body (other than normal and customary supervision), then the Borrower shall have the right at its option, with the consent of the Agent, which shall not be unreasonably withheld (except that during any period when an Event of Default exists and is continuing, the Agent may withhold such consent in its sole discretion), to replace such Lender in accordance with the proviso at the end of this Section 4.4.2, and simultaneously therewith, to prepay the Term Loans of such Lender in whole, together with all interest and fees accrued thereon and all other amounts due and payable to such Lender under the Loan Documents, and terminate such Lender's Commitment within ninety (90) days after (y) receipt of such Lender's notice under Section 3.4 [Euro-Rate Unascertainable, etc.] or 4.6.1 [Increased Costs, etc.], or (z) the date such Lender became subject to the control of an Official Body, as applicable; provided that the Borrower shall also pay to such Lender at the time of such prepayment any amounts required under Section 4.6 [Additional Compensation in Certain Circumstances] (except that the Borrower shall not be required to indemnify such Lender for liabilities, losses or expenses under Section 4.6.2(i) sustained by such Lender as a consequence of the prepayment of the Term Loans of such Lender in accordance with this Section 4.4.2 on a day other than the last day of an Interest Period with respect to Term Loans to which a Euro-Rate Option applies if the Term Loans of such Lender are being prepaid because such Lender has determined that the making, maintenance or funding of such Term Loans by such Lender under the Euro-Rate Option has been made unlawful or because such Lender has become subject to the control of an Official Body) and any accrued interest due on such amount and any related fees; provided, however, that the Commitment and any Term Loan of such Lender shall be provided by one or more of the remaining Lenders at its sole discretion or a replacement lender acceptable to the Agent. Notwithstanding the foregoing, the Agent may only be replaced subject to the requirements of Section 9.14 [Successor Agent].

4.4.3 Change of Lending Office.

Each Lender agrees that upon the occurrence of any event giving rise to increased costs or other special payments under Section 3.4.2 [Illegality, etc.] or 4.6.1 [Increased Costs, etc.] with respect to such Lender, it will if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Term Loan affected by such event, provided that such designation is made on such terms that such Lender and its lending office suffer no economic, legal or regulatory disadvantage, in such Lender's good faith determination, with the object of avoiding the consequence of the event giving rise to the operation of such Section. Nothing in this Section 4.4.3 shall affect or postpone any of the Obligations of the Borrower or any other Loan Party or the rights of any Agent or any Lender provided in this Agreement.

4.5 Mandatory Prepayments.

4.5.1 Sale of Assets.

Within five (5) Business Days of any sale, transfer, or lease of assets authorized by Section 7.2.4 (iv) [Disposition of Assets or Subsidiaries], the Borrower shall make a mandatory prepayment of principal on the Term Loans equal to the Net Cash Proceeds of such sale (as estimated in good faith by the Borrower), together with accrued interest on such principal amount. All prepayments pursuant to this Section 4.5.1 shall be applied to payment in full of the principal amount of the Term Loans by application to the unpaid installments of principal in the inverse order of scheduled maturities. Any prepayment hereunder shall be subject to the Borrower's obligation to the Lenders under Section 4.6.2 [Indemnity].

4.5.2 Issuance of Certain Debt; Issuance of Equity or Hybrid Securities.

Within five (5) Business Days of the issuance by the Borrower or any Subsidiary of the Borrower of any debt security, equity security, or Hybrid Security for cash proceeds or of the incurrence of any Indebtedness (other than Indebtedness permitted under clauses (ii) through (vi) inclusive of Section 7.2.1) by the Borrower or any Subsidiary of the Borrower, the Borrower shall make a mandatory prepayment of principal on the Term Loans equal to 100% of the Net Cash Proceeds of any such debt security, equity security, Hybrid Security or Indebtedness, together with accrued interest on such principal amount. All prepayments pursuant to this Section 4.5.2 shall be applied to payment in full of the principal amount of the Term Loans by application to the unpaid installments of principal in the inverse order of scheduled maturities. Any prepayment hereunder shall be subject to the Borrower's obligation to the Lenders under Section 4.6.2 [Indemnity].

4.5.3 Application Among Interest Rate Options.

All prepayments required pursuant to this Section 4.5 shall first be applied among the Interest Rate Options to the principal amount of the Loans subject to the Base Rate Option, then to Loans subject to a Euro-Rate Option. In accordance with Section 4.6.2 [Indemnity], the Borrower shall indemnify the Lenders for any loss or expense, including loss of margin, incurred with respect to any such prepayments applied against Loans subject to a Euro-Rate Option on any day other than the last day of the applicable Interest Period.

4.6 Additional Compensation in Certain Circumstances.

4.6.1 Increased Costs or Reduced Return Resulting From Taxes, Reserves, Capital Adequacy Requirements, Expenses, Etc.

If any Law, guideline or interpretation or any change in any Law, guideline or interpretation or application thereof by any Official Body charged with the interpretation or administration thereof or compliance with any request or directive (whether or not having the force of Law) of any central bank or other Official Body:

(i) subjects any Lender to any tax or changes the basis of taxation with respect to this Agreement or the Term Loans or payments by the Borrower of principal, interest or other amounts due from the Borrower hereunder (except for taxes on the overall net income of such Lender),

(ii) imposes, modifies or deems applicable any capital adequacy or similar requirement (A) against assets (funded or contingent) of, or other credits or commitments to extend credit extended by, any Lender, or (B) otherwise applicable to the obligations of any Lender under this Agreement, or

(iii) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against credits or commitments to extend credit extended by, or assets (funded or contingent) of, deposits with or for the account of, or other acquisitions of funds by, any Lender

and the result of any of the foregoing is to increase the cost to, reduce the income receivable by, or impose any expense (including loss of margin) upon any Lender with respect to this Agreement, or the making, maintenance or funding of any part of the Term Loans (or, in the case of any capital adequacy or similar requirement, to have the effect of reducing the rate of return on any Lender's capital, taking into consideration such Lender's customary policies with respect to capital adequacy) by an amount which such Lender in its sole discretion deems to be material, such Lender shall from time to time notify the Borrower and the Agent of the amount determined in good faith (using any averaging and attribution methods employed in good faith) by such Lender to be necessary to compensate such Lender for such increase in cost, reduction of income, additional expense or reduced rate of return. Such notice shall set forth in reasonable detail the basis for such determination. Such amount shall be due and payable by the Borrower to such Lender ten (10) Business Days after such notice is given.

4.6.2 Indemnity.

In addition to the compensation required by Section 4.6.1 [Increased Costs, etc.], the Borrower shall indemnify each Lender against all liabilities, losses or expenses (including loss of margin, any loss or expense incurred in liquidating or employing deposits from third parties and any loss or expense incurred in connection with funds acquired by a Lender to fund or maintain Term Loans subject to a Euro-Rate Option) which such Lender sustains or incurs as a consequence of any

(i) payment, prepayment, conversion or renewal of the Term Loans to which a Euro-Rate Option applies on a day other than the last day of the corresponding Interest Period (whether or not such payment or prepayment is mandatory, voluntary or automatic and whether or not such payment or prepayment is then due),

(ii) attempt by the Borrower to revoke (expressly, by later inconsistent notices or otherwise) in whole or part any Rate Request under Section 2.5 [Borrowing Date Procedure and Request to Select Interest Rate Options] or Section 3.2 [Interest Periods] or notice relating to prepayments under Section 4.4 [Voluntary Prepayments] or Section 4.5 [Mandatory Prepayments],

(iii) attempt by the Borrower to revoke (expressly, by later inconsistent notices or otherwise) in whole or part the request for the making of the Term Loans under Section 2.5 [Borrowing Date Procedure and Request to Select Interest Rate Options], or

(iv) default by the Borrower in the performance or observance of any covenant or condition contained in this Agreement or any other Loan Document, including any failure of the Borrower to pay when due (by acceleration or otherwise) any principal of or interest on the Term Loans or any other amount due hereunder.

If any Lender sustains or incurs any such loss or expense, it shall from time to time notify the Borrower of the amount determined in good faith by such Lender (which determination may include such assumptions, allocations of costs and expenses and averaging or attribution methods as such Lender shall deem reasonable) to be necessary to indemnify such Lender for such loss or expense. Such notice shall set forth in reasonable detail the basis for such determination. Such amount shall be due and payable by the Borrower to such Lender ten (10) Business Days after such notice is given.

4.7 Taxes.

4.7.1 No Deductions.

All payments made by the Borrower hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges, or withholdings, and all liabilities with respect thereto, excluding taxes imposed on the net income of the Lenders and all income and franchise taxes of the United States applicable to the Lenders (all such non-excluded taxes, levies, imposts deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable under the Credit Agreement, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this subsection), the Agent receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall timely pay the full amount deducted to the relevant tax authority or other authority in accordance with applicable law.

4.7.2 Stamp Taxes.

In addition, the Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges, or similar levies which arise from any payment made hereunder or from the execution, delivery, or registration or otherwise with respect to, the Credit Agreement (hereinafter referred to as "Other Taxes").

4.7.3 Indemnification for Taxes Paid by Lenders.

The Borrower shall indemnify the Lenders for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this subsection) paid by such Lender and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto, whether or

not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Lender makes written demand therefor.

4.7.4 Certificate.

Within 30 days after the date of any payment of any Taxes by the Borrower, the Borrower shall furnish to the Agent for the benefit of the Lenders the original or a certified copy of a receipt evidencing payment thereof. If no Taxes are payable in respect of any payment by the Borrower, the Borrower shall, if so requested by any Lender, provide a certificate of an officer of the Borrower to that effect.

4.7.5 Survival.

Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in subsections 4.7.1 [No Deductions] through 4.7.4 [Certificate] shall survive the payment in full of the Term Loan made to Borrower by any Lender under the Agreement.

4.7.6 Refund and Contest.

If the Borrower determines in good faith that a reasonable basis exists for contesting any Taxes or Other Taxes with respect to which the Borrower was required to take the actions specified in the second sentence of subsection 4.7.1 [No Deductions], the relevant Lender (to the extent such Lender reasonably determines in good faith that it will not suffer any adverse effect as a result thereof) shall cooperate with the Borrower in challenging the imposition of such Taxes or Other Taxes at the Borrower's expense if so requested by the Borrower in writing. If such Lender receives a refund of Taxes or Other Taxes for which the payment has been made by the Borrower pursuant to this Agreement, which refund in the good faith judgment of such Lender is attributable to the Borrower, then such Lender shall reimburse the Borrower for such amount as such Lender determines to be the proportion of the refund as will leave it, after such reimbursement, in no better or worse position than it would have been in if the payment had not been required. No Lender nor any Agent shall be obliged to disclose information regarding its tax affairs or computations to Borrower in connection with this Section 4.7.6 or any other provision of Section 4.7 [Taxes].

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties.

The Borrower represents and warrants to the Agent and each of the Lenders as follows:

5.1.1 Organization and Qualification.

Each Loan Party and each Subsidiary of each Loan Party is a corporation, partnership or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each Loan Party and each Subsidiary of each

Loan Party has the lawful power to own or lease its properties and to engage in the business it presently conducts or proposes to conduct. Each Loan Party and each Subsidiary of each Loan Party is duly licensed or qualified and in good standing in each jurisdiction where the property owned or leased by it or the nature of the business transacted by it or both makes such licensing or qualification necessary and where the failure to so qualify could reasonably be expected to result in a Material Adverse Change.

5.1.2 LLC Interests of Borrower; Subsidiaries; and Subsidiary Shares.

Schedule 5.1.2 states the name of each of the Borrower's Subsidiaries, whether such Subsidiary is a Significant Subsidiary, Inactive Subsidiary or a Special Subsidiary, its jurisdiction of organization, its authorized capital stock, the issued and outstanding shares (referred to herein as the "Subsidiary Shares") and the owners thereof if it is a corporation, its outstanding partnership interests (the "Partnership Interests") if it is a partnership and its outstanding limited liability company interests, interests assigned to managers thereof and the voting rights associated therewith (the "LLC Interests") if it is a limited liability company. Schedule 5.1.2 also sets forth the jurisdiction of organization of the Borrower, its outstanding limited liability company interests, interests assigned to managers thereof and the voting rights associated therewith (the "Borrower LLC Interests"). The Borrower and each Subsidiary of the Borrower has good and marketable title to all of the Subsidiary Shares, Partnership Interests and LLC Interests it purports to own, free and clear in each case of any Lien, other than liens in favor of the Agent for the benefit of the Lenders under the Loan Documents. AWAC has good and marketable title to all of the Borrower LLC Interests it purports to own, free and clear in each case of any Lien. All Borrower LLC Interests, Subsidiary Shares, Partnership Interests and LLC Interests have been validly issued, and all Subsidiary Shares are fully paid and nonassessable. All capital contributions and other consideration required to be made or paid in connection with the issuance of the Partnership Interests, LLC Interests and Borrower LLC Interests have been made or paid, as the case may be. There are no options, warrants or other rights outstanding to purchase any such Borrower LLC Interests, Subsidiary Shares, Partnership Interests or LLC Interests except as indicated on Schedule 5.1.2.

5.1.3 Power and Authority.

Each Loan Party has full power to enter into, execute, deliver and carry out this Agreement and the other Loan Documents to which it is a party, to incur the Indebtedness contemplated by the Loan Documents and to perform its Obligations under the Loan Documents to which it is a party, and all such actions have been duly authorized by all necessary proceedings on its part. The Borrower and each Subsidiary of the Borrower party to the Acquisition Documents has full power to enter into, execute, deliver and perform the Acquisition Documents to which it is a party, and all such actions have been duly authorized by all necessary proceedings on its respective part. The Borrower and each Subsidiary of the Borrower party to the North Rochelle Contribution Documents has full power to enter into, execute, deliver and perform the North Rochelle Contribution Documents to which it is a party, and all such actions have been duly authorized by all necessary proceedings on its part.

5.1.4 Validity and Binding Effect.

This Agreement has been duly and validly executed and delivered by each Loan Party, and each other Loan Document which any Loan Party is required to execute and deliver on or after the date hereof will have been duly executed and delivered by such Loan Party on the required date of delivery of such Loan Document. This Agreement and each other Loan Document constitutes, or will constitute, legal, valid and binding obligations of each Loan Party which is or will be a party thereto on and after its date of delivery thereof, enforceable against such Loan Party in accordance with its terms, except to the extent that enforceability of any of such Loan Document may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforceability of creditors' rights generally or limiting the right of specific performance. The Acquisition Documents have been duly and validly executed and delivered by the Borrower and each Subsidiary of the Borrower party thereto. The Acquisition Documents constitute the legal, valid and binding obligation of the Borrower and each Subsidiary of the Borrower party thereto, enforceable against each such Person in accordance with the terms thereof, except to the extent that enforceability of the Acquisition Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar law, affecting the enforceability of creditors' rights generally or limiting the right of specific performance. A complete copy of the Acquisition Documents has been delivered to the Agent. Prior to the Borrowing Date, the North Rochelle Contribution Documents shall have been duly and validly executed and delivered by the Borrower and each of its Subsidiaries party thereto. The North Rochelle Contribution Documents shall constitute a legal, valid and binding obligation of the Borrower and each of its Subsidiaries party thereto, from and after the date of delivery thereof, enforceable against each such Person in accordance with the terms thereof, except to the extent that enforceability of the North Rochelle Contribution Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar law, affecting the enforceability of creditors' rights generally or limiting the right of specific performance. Prior to the Borrowing Date, a complete copy of the North Rochelle Contribution Documents will be delivered to the Agent.

5.1.5 No Conflict.

Neither the execution and delivery of this Agreement, the other Loan Documents or the North Rochelle Contribution Documents by any Loan Party, nor the consummation of the transactions herein or therein contemplated or compliance with the terms and provisions hereof or thereof by any of them will conflict with, constitute a default under or result in any breach of (i) the terms and conditions of the certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents of any Loan Party or any Subsidiary of any Loan Party, or (ii) any Law or any material agreement or instrument or order, writ, judgment, injunction or decree to which any Loan Party or any Subsidiary of any Loan Party, is a party or by which any of the foregoing Persons is bound or to which any of the foregoing Persons is subject, or result in the creation or enforcement of any Lien, charge or encumbrance whatsoever upon any property (now or hereafter acquired) of any Loan Party or any Subsidiary of any Loan Party (other than Liens granted in the Collateral in accordance with the Loan Documents).

5.1.6 Litigation.

There are no actions, suits, proceedings or investigations pending or, to the knowledge of any Loan Party, threatened against such Loan Party or any Subsidiary of such Loan Party at law or equity before any Official Body which individually or in the aggregate could reasonably be expected to result in a Material Adverse Change. None of the Loan Parties or any Subsidiary of any Loan Party is in violation of any order, writ, injunction or any decree of any Official Body which could reasonably be expected to result in a Material Adverse Change.

5.1.7 Financial Statements.

(i) Borrower Historical Statements. The Borrower has delivered to the Agent copies of its audited consolidated year-end financial statements for and as of the end of the fiscal year ended December 31, 2002 (the "Historical Statements"). The Historical Statements were compiled from the books and records maintained by the Borrower's management, are correct and complete and fairly represent the consolidated financial condition of the Borrower and its Subsidiaries as of their dates and the results of operations for the fiscal periods then ended and have been prepared in accordance with GAAP consistently applied.

(ii) Accuracy of Financial Statements. Neither the Borrower nor any Subsidiary of the Borrower has on the Closing Date any liabilities, contingent or otherwise, or forward or long-term commitments that are not disclosed in the Historical Statements or in the notes thereto, and except as disclosed therein there are no unrealized or anticipated losses from any commitments of the Borrower or any Subsidiary of the Borrower which could reasonably be expected to result in a Material Adverse Change. Since December 31, 2002, no Material Adverse Change has occurred, except as set forth on Schedule 5.1.7.

(iii) Financial Projections. The Borrower has delivered to the Agent financial projections of the Borrower and its Subsidiaries, on a consolidated and consolidating basis, for the period July 1, 2003, through and including December 31, 2006, derived from various assumptions of the Borrower's management (the "Financial Projections"). The Financial Projections represent a reasonable range of possible results in light of the history of the business, present and foreseeable conditions and the intentions of the Borrower's management. The Financial Projections accurately reflect, in all material respects on a consolidated basis, the liabilities of the Borrower and its Subsidiaries upon consummation of the transactions contemplated hereby as of the Closing Date and upon consummation of the transactions contemplated by the North Rochelle Contribution Documents and under the Loan Documents as of the Borrowing Date.

5.1.8 Use of Proceeds; Margin Stock.

(i) General.

The Loan Parties shall use the proceeds of the Term Loans in accordance with Sections 2.4 [Use of Proceeds] and 7.1.9 [Use of Proceeds].

(ii) Margin Stock.

None of the Loan Parties nor any Subsidiary of any Loan Party engages or intends to engage principally, or as one of its important activities, in the business of extending credit for the purpose, immediately, incidentally or ultimately, of purchasing or carrying margin stock (within the meaning of Regulation U). No part of the proceeds of any Term Loan has been or will be used, immediately, incidentally or ultimately, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or to refund Indebtedness originally incurred for such purpose, or for any purpose which entails a violation of or which is inconsistent with the provisions of the regulations of the Board of Governors of the Federal Reserve System. None of the Loan Parties nor any Subsidiary of any Loan Party holds or intends to hold margin stock in such amounts that more than 25% of the reasonable value of the assets of any Loan Party or Subsidiary of any Loan Party are or will be represented by margin stock.

5.1.9 Full Disclosure.

Neither this Agreement nor any other Loan Document, nor the Acquisition Documents, nor the North Rochelle Contribution Documents, nor any certificate, statement, agreement or other documents furnished to the Agent or any Lender in connection herewith, with the Acquisition Documents or with the North Rochelle Contribution Documents, contains with respect to the Borrower and its Subsidiaries any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which they were made, not misleading. There is no fact known to any Loan Party which materially adversely affects the business, financial condition or results of operations of the Borrower and its Subsidiaries taken as a whole which has not been set forth in this Agreement or in the certificates, statements, agreements or other documents furnished in writing to the Agent and the Lenders prior to or at the date hereof in connection with the transactions contemplated hereby.

5.1.10 Taxes.

All federal, state, local and other tax returns required to have been filed with respect to each Loan Party and each Subsidiary of each Loan Party have been filed, and payment or adequate provision has been made for the payment of all taxes, fees, assessments and other governmental charges which have or may become due pursuant to said returns or to assessments received, except to the extent that such taxes, fees, assessments and other charges are being contested in good faith by appropriate proceedings diligently conducted and for which such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made. There are no agreements or waivers extending the statutory period of limitations applicable to any federal income tax return of any Loan Party or Subsidiary of any Loan Party for any period.

5.1.11 Consents and Approvals.

No consent, approval, exemption, order or authorization of, or a registration or filing with, any Official Body or any other Person is required by any Law or any

agreement in connection with the execution, delivery and carrying out of this Agreement and the other Loan Documents by any Loan Party, except as listed on Schedule 5.1.11, all of which shall have been obtained or made on or prior to the Closing Date except as otherwise indicated on Schedule 5.1.11.

5.1.12 No Event of Default; Compliance With Instruments and Material Contracts.

On the Closing Date, no event has occurred and is continuing and no condition exists or will exist, after giving effect to the borrowings or other extensions of credit pursuant to the Loan Documents and after giving effect to the transactions contemplated by the North Rochelle Contribution Documents, which constitutes an Event of Default or Potential Default. No event has occurred and is continuing and no condition exists or will exist, after giving effect to the transactions contemplated by the North Rochelle Contribution Documents and the borrowings or other extensions of credit to be made on the Borrowing Date pursuant to the Loan Documents, which constitutes an Event of Default or Potential Default. None of the Loan Parties or any Subsidiary of any Loan Party is in violation of (i) any term of its certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents or (ii) any material agreement or instrument to which it is a party or by which it or any of its properties may be subject or bound where such violation could reasonably be expected to result in a Material Adverse Change. All Material Contracts described in the definition of "Material Contracts" to which any Loan Party or any Subsidiary of any Loan Party is a party or by which any Loan Party or Subsidiary of any Loan Party is bound are valid, binding and enforceable upon such Loan Party or Subsidiary and to the best knowledge of the Borrower upon each of the other parties thereto in accordance with their respective terms and there is no default by any Loan Party or any Subsidiary of any Loan Party under any Material Contract nor, to the Loan Parties' knowledge, any default thereunder with respect to parties thereto other than any Loan Party or Subsidiary of a Loan Party except in each case to the extent the same could not reasonably be expected to result in a Material Adverse Change. None of the Loan Parties or their Subsidiaries is bound by any contractual obligation, or subject to any restriction in any organization document, or any requirement of Law which could reasonably be expected to result in a Material Adverse Change.

5.1.13 Insurance.

No notice has been given or claim made and no grounds exist to cancel or avoid any insurance policies or bonds to which the Loan Parties are subject or to reduce the coverage provided thereby. The Loan Parties are subject to insurance policies and bonds providing adequate coverage from reputable and financially sound insurers in amounts sufficient to insure the assets and risks of each Loan Party and each Subsidiary of each Loan Party in accordance with prudent business practice in the industry of the Loan Parties and their Subsidiaries.

5.1.14 Compliance With Laws.

The Loan Parties and their Subsidiaries are in compliance in all material respects with all applicable Laws (other than Environmental Laws which are specifically

addressed in Section 5.1.18 [Environmental Matters]) in all jurisdictions in which any Loan Party or Subsidiary of any Loan Party is doing business except where the failure to do so could not reasonably be expected to result in a Material Adverse Change.

5.1.15 Investment Companies; Regulated Entities.

None of the Loan Parties or any Subsidiaries of any Loan Party is an "investment company" registered or required to be registered under the Investment Company Act of 1940 or under the "control" of an "investment company" as such terms are defined in the Investment Company Act of 1940 and shall not become such an "investment company" or under such "control." None of the Loan Parties or any Subsidiary of any Loan Party is subject to any other Federal or state statute or regulation limiting its ability to incur Indebtedness for borrowed money.

5.1.16 Plans and Benefit Arrangements.

(i) The Borrower and each other member of the ERISA Group are in compliance in all material respects with any applicable provisions of ERISA with respect to all Benefit Arrangements, Plans and Multiemployer Plans. There has been no Prohibited Transaction with respect to any Benefit Arrangement or any Plan or, to the best knowledge of the Borrower, with respect to any Multiemployer Plan or Multiple Employer Plan, which could result in any material liability of the Borrower or any other member of the ERISA Group. The Borrower and all other members of the ERISA Group have made when due any and all payments required to be made under any agreement relating to a Multiemployer Plan or a Multiple Employer Plan or any Law pertaining thereto. With respect to each Plan and Multiemployer Plan, the Borrower and each other member of the ERISA Group (i) have fulfilled in all material respects their obligations under the minimum funding standards of ERISA, (ii) have not incurred any liability to the PBGC, and (iii) have not had asserted against them any penalty for failure to fulfill the minimum funding requirements of ERISA. All Plans, Benefit Arrangements and Multiemployer Plans have been administered in accordance with their terms and applicable Law.

(ii) No event requiring notice to the PBGC under Section 302(f)(4)(A) of ERISA has occurred or is reasonably expected to occur with respect to any Plan, and no amendment with respect to which security is required under Section 307 of ERISA has been made or is reasonably expected to be made to any Plan.

(iii) Neither the Borrower nor any other member of the ERISA Group has incurred or reasonably expects to incur any material withdrawal liability under ERISA to any Multiemployer Plan or Multiple Employer Plan. Neither the Borrower nor any other member of the ERISA Group has been notified by any Multiemployer Plan or Multiple Employer Plan that such Multiemployer Plan or Multiple Employer Plan has been terminated within the meaning of Title IV of ERISA and, to the best knowledge of the Borrower, no Multiemployer Plan or Multiple Employer Plan is reasonably expected to be reorganized or terminated, within the meaning of Title IV of ERISA.

5.1.17 Employment Matters.

Each of the Loan Parties and each of their Subsidiaries is in substantial compliance with the Labor Contracts and all applicable federal, state and local labor and employment Laws including those related to equal employment opportunity and affirmative action, labor relations, minimum wage, overtime, child labor, medical insurance continuation, worker adjustment and relocation notices, immigration controls and worker and unemployment compensation, where the failure to comply could reasonably be expected to result in a Material Adverse Change. There are no outstanding grievances, arbitration awards or appeals therefrom arising out of the Labor Contracts or current or threatened strikes, picketing, handbilling or other work stoppages or slowdowns at facilities of any of the Loan Parties or any of their Subsidiaries which in any case could reasonably be expected to result in a Material Adverse Change.

5.1.18 Environmental Matters.

Except as set forth on Schedule 5.1.18:

(a) the Loan Parties and their Subsidiaries are and have been in substantial compliance with all Environmental Laws, except where the failure to so comply could not reasonably be expected to result in a Material Adverse Change;

(b) the Loan Parties and their Subsidiaries hold and are operating in substantial compliance with Environmental Permits, except where the failure to so comply could not reasonably be expected to result in a Material Adverse Change;

(c) neither any Property of any Loan Party or any Subsidiary of any Loan Party nor their respective operations conducted thereon violates any order of any Official Body made pursuant to Environmental Laws except for noncompliance with respect thereto which could not reasonably be expected to result in a Material Adverse Change;

(d) there are no pending or, to the knowledge of any Loan Party, threatened Environmental Claims against any Property of any Loan Party or any Subsidiary of any Loan Party nor against any Loan Party or any Subsidiary of any Loan Party which could reasonably be expected to result in a Material Adverse Change; and

(e) there are no pending or, to the knowledge of any Loan Party, threatened Environmental Complaints against any Property of any Loan Party or any Subsidiary of any Loan Party nor against any Loan Party or any Subsidiary of any Loan Party which could reasonably be expected to result in a Material Adverse Change.

5.1.19 Senior Debt Status.

The Obligations of each Loan Party under this Agreement, the Guaranty Agreement and each of the other Loan Documents to which it is a party do rank and will rank at least pari passu in priority of payment with the AWR Senior Notes and all other Indebtedness of such Loan Party except Indebtedness of such Loan Party to the extent secured by Permitted Liens. There is no Lien upon or with respect to any of the properties or income of any Loan

Party or Subsidiary of any Loan Party which secures indebtedness or other obligations of any Person except for Permitted Liens.

5.1.20 Title to Properties.

Each Loan Party and each Subsidiary of each Loan Party has good and marketable title to or valid leasehold interest in all material properties, assets and other rights which it purports to own or lease or which are reflected as owned or leased on its books and records, free and clear of all Liens and encumbrances except Permitted Liens, and subject to the terms and conditions of the applicable leases.

5.1.21 Security Interests.

The Liens and security interests granted for the benefit of the Agent and the Lenders pursuant to the Collateral Documents constitute and will continue to constitute Prior Security Interests under the Uniform Commercial Code as in effect in each applicable jurisdiction (the "Uniform Commercial Code") or other applicable Law, entitled to all the rights, benefits and priorities provided by the Uniform Commercial Code or such Law, subject only to Permitted Liens. Financing statements relating to said security interests have been filed in each office and, in each jurisdiction where required in order to perfect the security interests described above, possession has been taken of all certificates or instruments evidencing the Collateral, and all such action as is necessary or advisable to establish such rights of the Lenders has been taken, and there is no necessity for any further action in order to preserve, protect and continue such rights, except the filing of continuation statements with respect to such financing statements within six months prior to each five-year anniversary of the filing of such financing statements. All filing fees and other expenses in connection with each such action have been or will be paid by the Borrower.

5.1.22 Coastal Agreement.

Canyon Fuel is a "Buyer Indemnitee" under the Coastal Agreement and, as such, has the rights of an "Indemnified Party" under the Coastal Agreement. Consummation of the Acquisition Transactions did not alter the rights of Canyon Fuel under the Coastal Agreement.

5.1.23 Solvency.

On the Closing Date, on the Borrowing Date, and at the time of the borrowing of the Term Loans the Borrower and each other Loan Party are Solvent after giving effect to the transactions contemplated by the Loan Documents and any incurrence of Indebtedness and all other Obligations.

5.1.24 Anti-Terrorism Laws.

5.1.24.1 General.

None of the Loan Parties nor or any Affiliate of any Loan Party, is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction

that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

5.1.24.2 Executive Order No. 13224.

None of the Loan Parties, nor any Affiliate of any Loan Party, or their respective agents acting or benefiting in any capacity in connection with the Term Loans or other transactions hereunder, is any of the following (each a "Blocked Person"):

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(iii) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224;

(v) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list, or

(vi) a Person who is affiliated with a Person listed above.

No Loan Party or to the knowledge of any Loan Party, any of its agents acting in any capacity in connection with the Term Loans or other transactions hereunder (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

5.1.25 Patents, Trademarks, Copyrights, Licenses, Etc.

Each Loan Party and each Subsidiary of each Loan Party owns or possesses all the material patents, trademarks, service marks, trade names, copyrights, licenses, registrations and franchises necessary to own and operate its properties and to carry on its business as presently conducted and planned to be conducted by such Loan Party or Subsidiary, without known possible, alleged or actual conflict with the rights of others. All material patents, trademarks, service marks, trade names, copyrights, licenses, registrations and franchises of each Loan Party and each Subsidiary of each Loan Party are listed and described on Schedule 5.1.25.

6. CONDITIONS OF LENDING

The obligation of each Lender to make the Term Loans hereunder is subject to the performance by the Borrower of its Obligations to be performed hereunder at or prior to the making of the Term Loans and to the satisfaction of the following further conditions:

6.1 Conditions to Closing.

On the Closing Date:

6.1.1 Officer's Certificate.

The representations and warranties of the Borrower contained in Section 5 [Representations and Warranties] and of each Loan Party in each of the other Loan Documents shall be true and accurate on and as of the Closing 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 Agent for the benefit of each Lender a certificate of the Borrower dated the Closing Date and signed by the Chief Executive Officer, President, Chief Financial Officer, or other Authorized Officer of the Borrower and each other Loan Party to each such effect.

6.1.2 Secretary's Certificate.

There shall be delivered to the Agent for the benefit of each Lender a certificate dated the Closing 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 Agreement and the other Loan Documents;

(ii) the names of the officer or officers authorized to sign this Agreement 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 Agreement and the true signatures of such officers, on which the Agent and each Lender may conclusively rely; and

(iii) a copy of each Loan Party's organizational documents, including its certificate of incorporation and bylaws, certificate of limited partnership and partnership agreement, or limited liability company certificate and agreement, as the case may be, as in effect on the Closing Date and, in the case of the certificate of incorporation, limited partnership certificate or limited liability company certificate, certified by the appropriate state official where such documents are filed in a state office, together with certificates from the appropriate state officials as to the continued existence and good standing of each Loan Party in the state of its formation and each jurisdiction where it conducts business.

6.1.3 Delivery of Loan Documents.

This Agreement, the Guaranty Agreement, the Collateral Documents, and the other Loan Documents shall have been duly executed and delivered to the Agent, together with all appropriate financing statements and all other instruments and Collateral required to be delivered to the Agent for the benefit of the Lenders under the Collateral Documents.

6.1.4 Opinion of Counsel.

There shall be delivered to the Agent for the benefit of each Lender a written opinion of Kirkpatrick & Lockhart LLP and of Robert G. Jones, General Counsel for the Loan Parties (who may rely on the opinions of such other counsel as may be acceptable to the Agent), dated the Closing Date and in form and substance satisfactory to the Agent and its counsel:

(i) as to the matters set forth in Exhibit 6.1.4; and

(ii) as to such other matters incident to the transactions contemplated herein as the Agent may reasonably request.

6.1.5 Legal Details.

All legal details and proceedings in connection with the transactions contemplated by this Agreement and the other Loan Documents shall be in form and substance satisfactory to the Agent and counsel for the Agent, and the Agent shall have received all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Agent and said counsel, as the Agent or said counsel may reasonably request.

6.1.6 Payment of Fees.

The Borrower shall have paid or caused to be paid all fees and expenses required to be paid, on or before the Closing Date, by the Borrower pursuant to the Fee Letter.

6.1.7 Consents.

All material consents and approvals required to effectuate the transactions contemplated by the Loan Documents shall have been obtained.

6.1.8 Officer's Certificate Regarding No Material Adverse Change.

There shall have been delivered to the Agent for the benefit of each Lender a certificate dated the Closing Date, in form and substance satisfactory to the Agent, and signed by the Chief Executive Officer, the President, Chief Financial Officer or other Authorized Officer of the Borrower and each other Loan Party certifying the following: (i) since December 31, 2002, no Material Adverse Change shall have occurred; (ii) since December 31, 2002, there shall have been no material change in the management of the Borrower or any other Loan Party; and (iii) each of the Borrower and each other Loan Party is Solvent.

6.1.9 No Violation of Laws.

The making of the Term Loans, and the consummation of the transactions contemplated hereby shall not contravene any Law applicable to any Loan Party or any of the Lenders.

6.1.10 No Actions or Proceedings.

No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any court, governmental agency or legislative body to enjoin, restrain or prohibit, or to obtain damages in respect of, this Agreement or the other Loan Documents, or the consummation of the transactions contemplated hereby or thereby, or which, in the Agent's sole discretion, would make it inadvisable to consummate the transactions contemplated by this Agreement or any of the other Loan Documents .

6.1.11 Insurance.

The Borrower shall have delivered to the Agent evidence of the insurance required under the Loan Documents and evidence acceptable to the Agent that adequate insurance in compliance with Section 7.1.3 [Maintenance of Insurance] is in full force and effect and that all premiums then due thereon have been paid.

6.1.12 Satisfactory Environmental Review.

The environmental condition of the Loan Parties' and their Subsidiaries' assets shall be satisfactory to the Required Lenders in all respects.

6.1.13 UCC, Lien and Judgment Searches.

The Agent shall have received searches under the Uniform Commercial Code, lien, tax lien, litigation and judgment searches against each Loan Party, each Subsidiary of each Loan Party, in each case in the jurisdiction of each such Person's formation and in each jurisdiction where each such person conducts business or owns or operates assets and the results of such searches shall be satisfactory in form, scope and substance to the Agent.

6.1.14 Filing Receipts.

The Agent shall have received (1) copies of all filing receipts and acknowledgments issued by any governmental authority to evidence any recordation or filing necessary to perfect the Lien of the Lenders on the Collateral or other satisfactory evidence of such recordation and filing and (2) evidence in a form acceptable to the Agent that such Lien constitutes a Prior Security Interest in favor of the Lenders.

6.2 Conditions to Borrowing.

On the Borrowing Date:

6.2.1 Officer's Certificate.

After giving effect to the consummation of the transactions contemplated by the North Rochelle Contribution and the making of the Term Loans: (i) the representations and warranties of the Borrower contained in Section 5 [Representations and Warranties] and of each Loan Party in each of the other Loan Documents shall be true and accurate on and as of the Borrowing 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), (ii) each of the Loan Parties shall have performed and complied with all covenants and conditions hereof and thereof, and (iii) no Event of Default or Potential Default shall have occurred and be continuing or shall exist; and there shall be delivered to the Agent for the benefit of each Lender a certificate of the Borrower dated the Borrowing Date and signed by the Chief Executive Officer, President, Chief Financial Officer, or other Authorized Officer of the Borrower and each other Loan Party to each such effect.

6.2.2 Secretary's Certificate.

There shall be delivered to the Agent for the benefit of each Lender a certificate dated the Borrowing 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 Agreement and the other Loan Documents;

(ii) the names of the officer or officers authorized to sign this Agreement 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 Agreement and the true signatures of such officers, on which the Agent and each Lender may conclusively rely; and

(iii) a copy of each Loan Party's organizational documents, including its certificate of incorporation and bylaws, certificate of limited partnership and partnership agreement, or limited liability company certificate and agreement, as the case may be, as in effect on the Borrowing Date and, in the case of the certificate of incorporation, limited partnership certificate or limited liability company certificate, certified by the appropriate state official where such documents are filed in a state office, together with certificates from the appropriate state officials as to the continued existence and good standing of each Loan Party in the state of its formation and each jurisdiction where it conducts business.

6.2.3 Delivery of Loan Documents.

The Term Notes and the other Loan Documents shall have been duly executed and delivered to the Agent, together with all appropriate financing statements and all other instruments and Collateral required to be delivered to the Agent for the benefit of the Lenders under the Collateral Documents.

6.2.4 Opinion of Counsel.

There shall be delivered to the Agent for the benefit of each Lender a written opinion of Kirkpatrick & Lockhart LLP and of Robert G. Jones, General Counsel for the Loan Parties (who may rely on the opinions of such other counsel as may be acceptable to the Agent), dated the Borrowing Date and in form and substance satisfactory to the Agent and its counsel:

(i) as to the matters set forth in Exhibit 6.2.4; and

(ii) as to such other matters incident to the transactions contemplated herein as the Agent may reasonably request.

6.2.5 Legal Details.

All legal details and proceedings in connection with (i) the transactions contemplated by this Agreement and the other Loan Documents and (ii) the transactions contemplated by the North Rochelle Contribution Documents, shall be in form and substance satisfactory to the Agent and counsel for the Agent, and the Agent shall have received all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Agent and said counsel, as the Agent or said counsel may reasonably request.

6.2.6 Payment of Fees.

The Borrower shall have paid or caused to be paid all fees and expenses required to be paid by the Borrower on or prior to the Borrowing Date under the Loan Documents or pursuant to the Fee Letter.

6.2.7 Consents.

All material consents and approvals required to effectuate the transactions contemplated by the Loan Documents, the making of the Term Loans and by the North Rochelle Contribution Documents shall have been obtained.

6.2.8 Officer's Certificate Regarding No Material Adverse Change.

There shall have been delivered to the Agent for the benefit of each Lender a certificate dated the Borrowing Date, in form and substance satisfactory to the Agent, and signed by the Chief Executive Officer, the President, Chief Financial Officer or other Authorized Officer of the Borrower and each other Loan Party certifying the following: (i) since December 31, 2002 and after giving effect to the North Rochelle Contribution, the transactions contemplated thereby, and the making of the Term Loans, no Material Adverse Change shall have occurred; (ii) since December 31, 2002 and after giving effect to the North Rochelle Contribution and the transactions contemplated hereby, there shall have been no material change in the management of the Borrower or any other Loan Party; and (iii) after giving effect to the North Rochelle Contribution, the transactions contemplated thereby, and the making of the Term Loans, each of the Borrower and each other Loan Party is Solvent.

6.2.9 No Violation of Laws.

The making of the Term Loans, and the consummation of the transactions contemplated by the Loan Documents and by the North Rochelle Contribution shall not contravene any Law applicable to any Loan Party, any Subsidiary of any Loan Party or any of the Lenders.

6.2.10 No Actions or Proceedings.

No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any court, governmental agency or legislative body to enjoin, restrain or prohibit, or to obtain damages in respect of, this Agreement or the other Loan Documents, or the consummation of the transactions contemplated hereby or thereby or by the North Rochelle Contribution or the consummation of the transactions contemplated by the North Rochelle Contribution Documents, or which, in the Agent's discretion, would make it inadvisable to consummate the transactions contemplated by this Agreement or any of the other Loan Documents.

6.2.11 Insurance.

The Borrower shall have delivered to the Agent evidence of the insurance required under the Loan Documents and evidence acceptable to the Agent that adequate insurance in compliance with Section 7.1.3 [Maintenance of Insurance] is in full force and effect with respect to those assets related to the North Rochelle Contribution and that all premiums then due thereon have been paid.

6.2.12 UCC, Lien and Judgment Searches.

The Agent shall have received searches under the Uniform Commercial Code, and other lien, tax lien, litigation and judgment searches as the Agent may reasonably request against each Loan Party, each Subsidiary of each Loan Party, and Triton, in each case in the jurisdiction of each such Person's formation and in each jurisdiction where each such person conducts business or owns or operates assets and the results of such searches shall be satisfactory in form, scope and substance to the Agent.

Any liens, UCC financing statements or judgments against any of the assets or equity interests to be acquired by the Loan Parties upon consummation of the transactions contemplated by the North Rochelle Contribution Documents shall on or before the Borrowing Date be terminated and released of record and satisfied in full, all to the satisfaction of the Agent in its sole discretion and any Indebtedness or other obligations secured by any such liens or judgments shall have been paid in full and all commitments to make such loans shall have been terminated on or before the Borrowing Date, all to the satisfaction of the Agent in its sole discretion.

6.2.13 Filing Receipts.

The Agent shall have received copies of all filing receipts and acknowledgments issued by any governmental authority confirming the Lien of the Lenders on the Collateral and confirming that such Lien constitutes a Prior Security Interest in favor of the Lenders.

6.2.14 Consummation of Vulcan Acquisition and North Rochelle Contribution.

(i) True and complete copies of the Vulcan Acquisition Documents and the North Rochelle Contribution Documents shall have been delivered to the Agent;

(ii) The Vulcan Acquisition Documents and the North Rochelle Contribution Documents shall be satisfactory to the Agent in its reasonable discretion;

(iii) The acquisitions and transactions contemplated by the Vulcan Acquisition Documents and the North Rochelle Contribution Documents shall have been consummated in accordance with the terms of such documents on or prior to the Borrowing Date (which date shall be on or before January 31, 2004);

(iv) No set of circumstances or events shall have occurred that has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of any of the Vulcan Acquisition Documents with respect to any Person that is a party to the Vulcan Acquisition Documents;

(v) No set of circumstances or events shall have occurred that has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of any of the North Rochelle Contribution Documents with respect to any Person that is a party to the North Rochelle Contribution Documents;

(vi) An opinion from an Independent Financial Advisor (a) shall have been delivered to the Agent, (b) shall be in form and substance reasonably satisfactory to the Agent, and (c) shall be to the effect that the terms (including the consideration paid by the members of the Arch Western Group) of any lease and/or sublease, with respect to the North Rochelle Mineral Rights, between the applicable members of the Arch Coal Group, as lessor, and the Borrower or a Subsidiary of the Borrower, as lessee, are fair, from a financial point of view, to the members of the Arch Western Group and such lease and/or sublease shall otherwise be in form and substance reasonably satisfactory to the Agent;

(vii) The Loan Parties shall have delivered to the Agent a certificate of the Secretary of State of the State of Delaware evidencing the filing of the certificate of merger to consummate the Vulcan Acquisition;

(viii) None of the members of the Arch Coal Group or the Loan Parties shall have waived any material covenant or condition or compliance by any Person that is a party to the Vulcan Acquisition Documents or by Triton with any material provision of the Vulcan Acquisition Documents without the prior written approval of the Required Lenders, and an Authorized Officer of the Borrower shall have certified each of the foregoing matters to the Agent for the benefit of the Agent and the Lenders and such certificate shall be in form and substance satisfactory to the Agent;

(ix) None of the Loan Parties shall have waived any material covenant or condition or compliance by any member of the Arch Coal Group or by Triton with any material provision of the North Rochelle Contribution Documents without the prior written approval of the Required Lenders, and an Authorized Officer of the Borrower shall have certified each of the foregoing matters to the Agent for the benefit of the Agent and the Lenders and such certificate shall be in form and substance satisfactory to the Agent; and

(x) The following shall occur to the satisfaction of the Agent in its sole discretion:

(a) the UBS Debt shall be repaid in full;

(b) all liens and security interests securing the UBS Debt shall have been terminated;

(c) all commitments to lend under the documents and agreements evidencing the UBS Debt shall have been terminated and of no further force and effect; and

(d) all indebtedness or other obligations payable by Triton to any Person or Affiliate of any Person that is a party to the Vulcan Acquisition Documents (other than the Parent or any Subsidiary of the Parent) shall have been repaid or discharged in full.

6.2.15 Borrowings on Borrowing Date.

At least three (3) Business Days prior to the Borrowing Date: (i) the Loan Parties shall have notified the Agent and the Lenders in writing of the date, time and location of the closing of the Vulcan Acquisition and the North Rochelle Contribution, and (ii) the Borrower shall have delivered to the Agent a duly completed Rate Request in accordance with Section 2.5.

6.2.16 Confirmation of Loan Documents.

Each Loan Party, shall have executed and delivered a confirmation of Loan Documents in form and substance satisfactory to the Agent.

6.2.17 Amended and Restated Schedules.

The Borrower shall have delivered to the Agent and each Lender amended and restated schedules to this Agreement, as applicable, to give effect to the transactions contemplated by the North Rochelle Contribution Documents, with each schedule to be in form and substance satisfactory to the Required Banks.

6.2.18 North Rochelle EBITDDA.

The Borrower shall have delivered to the Agent and each Lender a certificate of the Borrower dated as of the Borrowing Date and signed by its Chief Executive

Officer, President or Chief Financial Officer, in form, substance and detail together with supporting financial statements and other accounting and financial information satisfactory to the Agent, which certifies as to and sets forth a detailed calculation of the North Rochelle EBITDDA for the North Rochelle EBITDDA Period.

7. COVENANTS

7.1 Affirmative Covenants.

The Borrower covenants and agrees that until payment in full of the Term Loans and interest thereon, satisfaction of all of the Loan Parties' other Obligations under the Loan Documents and termination of the Commitments, the Borrower shall, and shall cause each of its Subsidiaries to, comply at all times with the following affirmative covenants:

7.1.1 Preservation of Existence, Etc.

The Borrower shall maintain its legal existence as a limited liability company. The Borrower shall maintain its license or qualification and good standing in each jurisdiction in which its ownership or lease of property or the nature of its business makes such license or qualification necessary, except where the failure to so qualify or maintain such qualification could be corrected without a material adverse effect on the Borrower. The Borrower shall cause each of its Subsidiaries to maintain its legal existence as a corporation, limited partnership or limited liability company, as the case may be except as otherwise expressly permitted in Section 7.2.3 [Liquidations, Mergers, etc.]. The Borrower shall cause each of its Subsidiaries to maintain its license or qualification and good standing in each jurisdiction in which its ownership or lease of property or the nature of its business makes such license or qualification necessary, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Change.

7.1.2 Payment of Liabilities, Including Taxes, Etc.

The Borrower shall, and shall cause each of its Subsidiaries to, duly pay and discharge all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid after becoming due, might become a lien or charge upon any properties of the Borrower or any Subsidiary of the Borrower, provided that neither the Borrower nor any Subsidiary of the Borrower shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings and with respect to which there are proper reserves as required by GAAP, but only to the extent that failure to discharge any such liabilities would not adversely affect the value of the Collateral.

7.1.3 Maintenance of Insurance.

The Borrower shall, and shall cause each of its Subsidiaries to, be subject to insurance policies which insure their respective properties and assets against loss or damage by fire and such other insurable hazards as such assets are commonly insured (including fire,

extended coverage, property damage, workers' compensation, public liability and business interruption insurance) and against other risks (including errors and omissions) in such amounts as similar properties and assets are insured by prudent companies in similar circumstances carrying on similar businesses, and with reputable and financially sound insurers, including self-insurance to the extent customary. At the request of the Agent, the Loan Parties shall deliver to the Agent and each of the Lenders (x) on each anniversary of the Closing Date and such other date as the Agent shall reasonably request an original certificate of insurance signed by the Loan Parties' independent insurance broker describing and certifying as to the existence of the insurance required to be maintained by this Agreement and the other Loan Documents and (y) from time to time a summary schedule indicating all insurance then in force with respect to each of the Loan Parties.

7.1.4 Maintenance of Properties.

The Borrower shall, and shall cause each of its Subsidiaries to, maintain and preserve all of its respective material properties, necessary or useful in the proper conduct of the business of the Borrower or such Subsidiary of the Borrower, in good working order and condition, ordinary wear and tear excepted. Without limiting the generality of the foregoing, the Borrower shall, and shall cause each of its Subsidiaries to, maintain in full force and effect all patents, trademarks, service marks, trade names, copyrights, licenses and franchises necessary for the ownership and operation of its properties and business if the failure so to maintain the same would constitute a Material Adverse Change.

7.1.5 Visitation Rights.

The Borrower shall, and shall cause each of its Subsidiaries to, permit any of the officers or authorized employees or representatives of the Agent or any of the Lenders to visit and inspect during normal business hours any of its properties and to examine and make excerpts from its books and records and discuss its business affairs, finances and accounts with its officers, all in such detail and at such times and as often as any of the Lenders may reasonably request, provided that each Lender shall provide the Borrower and the Agent with reasonable notice prior to any visit or inspection. In the event any Lender desires to conduct an audit of the Borrower or any Subsidiary of the Borrower, such Lender shall make a reasonable effort to conduct such audit contemporaneously with any audit to be performed by the Agent.

7.1.6 Keeping of Records and Books of Account.

The Borrower shall, and shall cause each Subsidiary of the Borrower to, maintain and keep proper books of record and account which enable the Borrower and its Subsidiaries to issue financial statements in accordance with GAAP and as otherwise required by applicable Laws of any Official Body having jurisdiction over the Borrower or any Subsidiary of the Borrower, and in which full, true and correct entries shall be made in all material respects of all its dealings and business and financial affairs.

7.1.7 Plans and Benefit Arrangements.

The Borrower shall, and shall cause each other member of the ERISA Group to, comply with ERISA, the Internal Revenue Code and other applicable Laws applicable

to Plans and Benefit Arrangements except where such failure, alone or in conjunction with any other failure, could not reasonably be expected to result in a Material Adverse Change. Without limiting the generality of the foregoing, the Borrower shall cause all of its Plans and all Plans maintained by any member of the ERISA Group to be funded in accordance with the minimum funding requirements of ERISA and shall make, and cause each member of the ERISA Group to make, in a timely manner, all contributions due to Plans, Benefit Arrangements and Multiemployer Plans.

7.1.8 Compliance With Laws.

The Borrower shall, and shall cause each of its Subsidiaries to, comply with all applicable Laws, including all Environmental Laws, in all respects, provided that it shall not be deemed to be a violation of this Section 7.1.8 if any failure to comply with any Law would not result in fines, penalties, remediation costs, other similar liabilities or injunctive relief which in the aggregate could reasonably be expected to result in a Material Adverse Change. Without limiting the generality of the foregoing, the Borrower shall and shall cause each of its Subsidiaries to comply with all Environmental Permits applicable to their respective operations and properties; obtain, maintain, comply with and renew all Environmental Permits necessary for their respective operations and properties; and manage, use and handle all Regulated Substances in compliance with all applicable Environmental Laws, in each case, except for such non-compliance which would not or could not reasonably be expected to result in a Material Adverse Change.

7.1.9 Use of Proceeds.

On and after the Borrowing Date, the Borrower will use the proceeds of the Term Loans for general corporate purposes, including to make loans or advances to Parent subject to the terms and provisions of the Loan Documents. The Borrower's use of the proceeds of the Term Loans shall not be for any purpose which contravenes any applicable Law or any provision hereof.

7.1.10 Operation of Mines.

The Borrower shall, and shall cause each of its Subsidiaries to, operate their mines in all material respects in accordance with sound coal mining practices.

7.1.11 Maintenance of Material Contracts.

The Borrower shall, and shall cause each of its Subsidiaries to, comply with the provisions of and to maintain in full force and effect all material licenses and material permits required for the lawful operation of the Borrower and each of its Subsidiaries (other than Environmental Permits which are addressed in Section 7.1.8 [Compliance With Laws] above) and all Material Contracts to which any such Person is a party, except where the failure to so maintain in full force and effect a material license, material permit or Material Contract could not be reasonably expected to result in a Material Adverse Change.

7.1.12 Further Assurances.

Each Loan Party shall, from time to time, at its expense, faithfully preserve and protect the Agent's Lien on and Prior Security Interest in the Collateral as a continuing first priority perfected Lien and shall do such other acts and things as the Agent in its sole discretion may deem necessary or advisable from time to time in order to preserve, perfect and protect the Liens granted under the Loan Documents and to exercise and enforce its rights and remedies thereunder with respect to the Collateral.

7.1.13 Tax Shelter Regulations.

None of the Loan Parties intends to treat the Term Loans and related transactions as being a "reportable transaction" (within the meaning of Income Tax Regulation Section 1.6011-4). In the event any of the Loan Parties determines to take any action inconsistent with such intention, the Borrower will promptly (1) notify the Agent thereof, and (2) deliver to the Agent a duly completed copy of IRS Form 8886 or any successor form. If the Borrower so notifies the Agent, the Borrower acknowledges that one or more of the Lenders may treat its Term Loans as part of a transaction that is subject to Income Tax Regulation Section 301.6112-1, and such Lender or Lenders, as applicable, will maintain the lists and other records required by such Income Tax Regulation.

7.1.14 Anti-Terrorism Laws.

The Loan Parties and their respective Affiliates and agents shall not (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order No. 13224 or the USA Patriot Act. The Borrower shall deliver to Lenders any certification or other evidence reasonably requested from time to time by any Lender, confirming Borrower's compliance with this Section 7.1.14.

7.2 Negative Covenants.

The Borrower covenants and agrees that until payment in full of the Term Loans and interest thereon, satisfaction of all of the Loan Parties' other Obligations hereunder and termination of the Commitments, the Borrower shall, and shall cause each of its Subsidiaries to, comply with the following negative covenants:

7.2.1 Indebtedness.

The Borrower shall not, and shall not permit any of its Subsidiaries to, at any time create, incur, assume or suffer to exist any Indebtedness, except:

(i) Indebtedness under the Loan Documents;

(ii) unsecured Indebtedness of the Borrower payable to the Parent;

(iii) Indebtedness under the AWR Senior Notes, and any refinancing thereof with Permitted Additional AWR Indebtedness;

(iv) Indebtedness at any time outstanding in the aggregate amount of not more than $25,000,000 for the Borrower and its Subsidiaries, which Indebtedness is secured by Liens to the extent permitted by clause (vii) of the definition of Permitted Liens;

(v) Indebtedness of any Subsidiary of the Borrower payable to the Borrower, provided that if any Loan Party is the obligor on such Indebtedness and such Indebtedness becomes subordinated in right of payment to the AWR Senior Notes, such Subsidiary shall enter into an intercompany subordination agreement on terms and conditions similar to that executed under the AWR Senior Notes Indenture and satisfactory to the Agent; and

(vi) Indebtedness at any time outstanding in the aggregate amount of not more than $10,000,000 for the Borrower and its Subsidiaries, which Indebtedness: (y) is in respect of capitalized leases assumed as part of the North Rochelle Contribution and otherwise permitted by Section 7.2.15, and (z) is secured by Liens to the extent permitted by clause (xi) of the definition of Permitted Liens.

7.2.2 Liens.

The Borrower shall not, and shall not permit any of its Subsidiaries to, (i) at any time create, incur, assume or suffer to exist any Lien on any of its respective property or assets, tangible or intangible, now owned or hereafter acquired, or agree or become liable to do so, except Permitted Liens, and (ii) at any time, directly or indirectly, enter into any agreement (other than the AWR Senior Notes Indenture), understanding or other arrangement which purports to prohibit or limit in any manner the ability of the Borrower or any Subsidiary of the Borrower to grant security interests or Liens with respect to any of its respective property or assets.

7.2.3 Liquidations, Mergers, Consolidations, Acquisitions.

The Borrower shall not, and shall not permit any of its Subsidiaries to, dissolve, liquidate or wind-up its affairs, or become a party to any merger or consolidation, or acquire by purchase, lease or otherwise all or substantially all of the assets or capital stock of any other Person, provided that:

(1) any Subsidiary of the Borrower may consolidate or merge into any other Subsidiary of the Borrower (except for Canyon Fuel);

(2) any Loan Party may acquire, whether by purchase or by merger, (A) all of the ownership interests of another Person, (B) substantially all of the assets of another Person or of a business or division of another Person, or (C) any additional ownership interest in

Canyon Fuel (each a "Permitted Acquisition"), provided that each of the following requirements is met:

(i) the board of directors or other equivalent governing body of such Person shall have approved such Permitted Acquisition;

(ii) the business acquired, or the business conducted by the Person whose ownership interests are being acquired, as applicable, shall be substantially the same as one or more line or lines of business conducted by the Loan Parties and shall comply with Section 7.2.7 [Continuation of or Change in Business], and in the case of any merger a Loan Party shall be the surviving entity after giving effect to such transaction;

(iii) no Potential Default or Event of Default shall exist immediately prior to and after giving effect to such Permitted Acquisition;

(iv) the Borrower and its Subsidiaries shall be in compliance with the covenants contained in Sections 7.2.10 [Maximum Leverage Ratio], 7.2.11 [Minimum Fixed Charge Coverage Ratio], and 7.2.12 [Minimum Net Worth] determined on a pro forma basis after giving effect to such Permitted Acquisition (including in such computation Indebtedness or other liabilities assumed or incurred in connection with such Permitted Acquisition as if such Indebtedness were incurred as of the first day of the applicable period of determination); and

(v) in the event that a Significant Subsidiary is acquired or formed in connection with or as a result of such acquisition or merger, the Loan Parties shall comply, prior to or simultaneously with the consummation of such acquisition or merger, with the provisions of Section 10.18 [Requirements for Significant Subsidiaries].

7.2.4 Dispositions of Assets or Subsidiaries.

The Borrower shall not, and shall not permit any of its Subsidiaries to, sell, convey, assign, lease, abandon, securitize or enter into a securitization transaction or otherwise transfer or dispose of, voluntarily or involuntarily, any of its properties or assets, tangible or intangible (including sale, assignment, discount or other disposition of accounts, contract rights, chattel paper, equipment, general intangibles, with or without recourse, or of capital stock, shares of beneficial interest, partnership interests or limited liability company interests of a Subsidiary of the Borrower), except:

(i) transactions involving the sale of inventory or equipment in the ordinary course of business;

(ii) any sale, transfer or lease of assets by any wholly-owned Significant Subsidiary of the Borrower to the Borrower or to any other wholly-owned Significant Subsidiary of the Borrower;

(iii) any sale of assets if and to the extent the Net Cash Proceeds thereof are applied within 180 days of the consummation of such sale to the purchase by the Borrower or a Subsidiary of substitute assets; provided that the Borrower shall have

delivered to the Agent a certificate (a "Replacement Sales Certificate") of the chief financial officer or the treasurer of the Borrower, certifying as to (x) the amount of such Net Cash Proceeds and (y) the fact that the Borrower or a Subsidiary shall invest such Net Cash Proceeds in substitute assets within 180 days of the date of consummation of such sale;

(iv) any other sale, transfer or lease of assets so long as after giving effect thereto the Borrower and its Subsidiaries shall be in compliance with the covenants contained in Sections 7.2.10 [Maximum Leverage Ratio], 7.2.11 [Minimum Fixed Charge Coverage Ratio], and 7.2.12 [Minimum Net Worth] determined on a pro forma basis, prior to consummating any such sale, transfer or lease of assets, the Borrower shall have provided written notice thereof to the Agent together with a certification of the Borrower of the compliance of the Borrower and its Subsidiaries with such covenants, setting forth in such certification a detailed calculation of such pro forma compliance and the Net Cash Proceeds of such disposition shall be used to make a mandatory prepayment of the Term Loans in accordance with Section 4.5.1; or

(v) any sale, transfer, lease or other disposition of assets in the ordinary course of business which are obsolete or are no longer necessary or required in the conduct of such Loan Party's or such Subsidiary's business.

7.2.5 Affiliate Transactions.

The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into or carry out any transaction (including purchasing property or services from or selling property or services to) with any Affiliate of the Borrower unless such transaction is not otherwise prohibited by this Agreement and is entered into in the ordinary course of business upon fair and reasonable arm's length terms and conditions; provided, however, that: (i) this Section 7.2.5 shall not prohibit any loan by the Borrower or any Subsidiary of the Borrower to the Borrower or any member of the Arch Coal Group which is not otherwise prohibited by this Agreement, and (ii) this Section 7.2.5 shall not prohibit any dividend or distribution by the Borrower or any Subsidiary of the Borrower to any member of the Arch Coal Group which is not otherwise prohibited by this Agreement.

7.2.6 Subsidiaries, Partnerships and Joint Ventures.

The Borrower shall not, and shall not permit any of its Subsidiaries to, own or create directly or indirectly any Subsidiaries other than (i) any Significant Subsidiary (other than Canyon Fuel) which has joined the Guaranty Agreement as Guarantor on the Closing Date; (ii) any Subsidiary which after the Closing Date becomes a Significant Subsidiary and which upon becoming a Significant Subsidiary becomes a Guarantor in accordance with Section 10.18 [Requirements for Significant Subsidiaries]; and (iii) any Subsidiary which is not a Significant Subsidiary. The Borrower shall cause any of its Subsidiaries which at any time becomes a Significant Subsidiary to become a Guarantor in accordance with Section 10.18. Except as shown on Schedule 7.2.6, neither the Borrower nor any Subsidiary of the Borrower shall become or agree to become (1) a general or limited partner in any general or limited partnership, except that the Loan Parties may be general or limited partners in other Loan Parties, or (2) a member or manager of, or hold a limited liability company interest in, a limited liability company, except that (A) the Loan Parties may be members or managers of, or hold limited

liability company interests in, other Loan Parties and (B) the Loan Parties may make an Investment in a Permitted Joint Venture; provided, however, that the aggregate permitted Investments in all Permitted Joint Ventures shall not at any time exceed, for all Loan Parties and their Subsidiaries, $25,000,000.

7.2.7 Continuation of or Change in Business.

The Borrower shall not, and shall not permit any of its Subsidiaries to, engage in any business other than the business substantially as conducted and operated by the Borrower or such Subsidiary as of the Closing Date and any business substantially related thereto, and neither the Borrower nor any Subsidiary of the Borrower shall permit any material change in such business.

7.2.8 Plans and Benefit Arrangements.

The Borrower shall not, and shall not permit any of its Subsidiaries to, engage in a Prohibited Transaction with any Plan, Benefit Arrangement or Multiemployer Plan which, alone or in conjunction with any other circumstances or set of circumstances, results in liability under ERISA or which could reasonably be expected to result in a Material Adverse Change.

7.2.9 No Restriction on Dividends.

The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into or be bound by any agreement which prohibits or restricts, in any manner, the payment of dividends or other distributions (whether in cash, securities, property or otherwise), the incurrence of Indebtedness by the Borrower or any Subsidiary of the Borrower which is payable to Parent or the making of any loan to the Parent by the Borrower any Subsidiary of the Borrower other than this Agreement, the restrictions applicable to Canyon Fuel set forth in the Canyon Fuel LLC Agreement, the restrictions applicable to the Borrower set forth in the Arch Western LLC Agreement, and the restrictions set forth in the AWR Senior Notes Indenture.

7.2.10 Maximum Leverage Ratio.

From and after the Borrowing Date, Borrower shall not at any time permit the Leverage Ratio to exceed the ratio set forth below for the periods specified below:

PERIOD	RATIO
Borrowing Date through and including June 30, 2005	4.50 to 1.00
Thereafter	4.00 to 1.00

7.2.11 Minimum Fixed Charge Coverage Ratio.

From and after the Borrowing Date, the Borrower shall not permit the Fixed Charge Coverage Ratio to be less than 3.00 to 1.00.

7.2.12 Minimum Net Worth.

From and after the Borrowing Date, the Borrower shall not at any time permit Consolidated Tangible Net Worth (determined without regard to the valuation of derivatives as required by GAAP and as the effect thereof is reported in the "Other Comprehensive Income" category on the Borrower's consolidated balance sheet for each period from and after April 1, 2003) to be less than the Base Net Worth.

7.2.13 Loans and Investments.

The Borrower shall not, and shall not permit any of its Subsidiaries to, at any time make or suffer to remain outstanding any loan or advance to, or purchase, acquire or own any stock, bonds (other than, in the ordinary course of business, royalty bonds or bonds securing performance by the Borrower or a Subsidiary of the Borrower under bonus bids), notes or securities of, or any partnership interest (whether general or limited) or limited liability company interest in, or any other Investment or interest in, or make any capital contribution to, any other Person, or agree, become or remain liable to do any of the foregoing, except:

(i) trade credit extended on usual and customary terms in the ordinary course of business;

(ii) Permitted Investments;

(iii) loans by the Borrower to the Parent so long as each such loan is evidenced by the Eligible Note Receivable which is pledged for the benefit of the Lenders pursuant to the Note Pledge Agreement; provided, however, that no such loans shall be made at any time that an Event of Default has occurred and is continuing and the Required Lenders have requested the Agent to prohibit loans to the Parent by the Borrower as provided in Section 8.2.1 or such loans have automatically been prohibited by the operation of Section 8.2.2;

(iv) the investment by the Borrower in its Subsidiaries; and

(v) other Investments, in connection with or related to the operations of the Borrower and its Subsidiaries, not exceeding $25,000,000 in the aggregate at any time.

It is expressly agreed that no loans, investments, advances, dividends, distributions, dispositions or other transfers of cash of any nature by the Borrower to the Parent shall be made unless made pursuant to the Eligible Note Receivable in accordance with clause (iii) of this Section 7.2.13, other than, so long as no Event of Default exists after giving effect thereto, any distribution, in an amount equal to the Hypothetical Income Tax Amount pursuant to Section 4.3 of the Arch Western LLC Agreement, to Parent concurrent with the making of such distribution to the ARCO Member.

7.2.14 Amendments to Acquisition Documents, Vulcan Acquisition Documents or North Rochelle Contribution Documents.

7.2.14.1 The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into any amendment or modification to or waiver or consent under (or solicit any such amendment, modification, waiver or consent) any of the Acquisition Documents or the Coastal Agreement which could reasonably be expected to be material and adverse to the Lenders without the prior written consent of the Agent.

7.2.14.2 The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into any amendment or modification to or waiver or consent under (or solicit any such amendment, modification, waiver or consent) any of the Vulcan Acquisition Documents which could reasonably be expected to be material and adverse to the Lenders without the prior written consent of the Agent.

7.2.14.3 The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into any amendment or modification to or waiver or consent under (or solicit any such amendment, modification, waiver or consent) any of the North Rochelle Contribution Documents which could reasonably be expected to be material and adverse to the Lenders without the prior written consent of the Agent.

7.2.15 Off-Balance Sheet Financing and Capital Leases.

The Borrower shall not, and shall not permit any of its Subsidiaries to, enter into any lease which would constitute a capital lease in accordance with GAAP or engage in any off-balance sheet transaction (i.e., the liabilities in respect of which do not appear on the liability side of the balance sheet) providing the functional equivalent of borrowed money (including sale/leasebacks or Synthetic Leases) (collectively, "Off-Balance Sheet and Capital Lease Transactions"), except Indebtedness or other obligations in respect of Off-Balance Sheet and Capital Lease Transactions, so long as the aggregate amount of Indebtedness or other obligations in respect of Off-Balance Sheet and Capital Lease Transactions does not at any time exceed (a) $100,000,000 plus (b) the actual amount of the Indebtedness and other obligations in respect of Off-Balance Sheet and Capital Lease Transactions assumed in connection with the North Rochelle Contribution, provided however, that in no event shall the amount of Indebtedness and other obligations in respect of Off-Balance Sheet and Capital Lease Transactions permitted by this clause (b) exceed $40,000,000. For purposes of this Section 7.2.15, (a) "Synthetic Lease" shall mean any lease transaction under which the parties intend that (i) the lease will be treated as an "operating lease" by the lessee pursuant to Statement of Financial Accounting Standards No. 13, as amended, and (ii) the lessee will be entitled to various tax benefits ordinarily available to owners (as opposed to lessees) of like property and (b) the amount of any lease which is not a capital lease in accordance with GAAP is the aggregate amount of minimum lease payments due pursuant to such lease for any noncancelable portion of its term.

7.3 Reporting Requirements.

The Borrower covenants and agrees that until payment in full of the Term Loans and interest thereon, satisfaction of all of the Loan Parties' other Obligations hereunder and under the other Loan Documents, the Borrower will furnish or cause to be furnished to the Agent and each of the Lenders:

7.3.1 Quarterly Financial Statements.

As soon as available and in any event within forty-five (45) calendar days after the end of each of the first three fiscal quarters in each fiscal year (or such earlier date, from time to time established by the SEC in accordance with the Securities Exchange Act of 1934, as amended), financial statements of the Borrower and its Subsidiaries consisting of a consolidated and consolidating balance sheet as of the end of such fiscal quarter, related consolidated and consolidating statements of income and equity, and related consolidated statement of cash flows for the fiscal quarter then ended and the fiscal year through that date, all in reasonable detail and certified (subject to normal year-end audit adjustments) by the Chief Executive Officer, President, Treasurer or Chief Financial Officer of the Borrower as having been prepared in accordance with GAAP, consistently applied, and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous fiscal year. The Borrower will be deemed to have complied with the delivery requirements with respect to the consolidated financial statements required to be delivered under this Section 7.3.1 if within forty-five (45) days after the end of its fiscal quarter (or such earlier date, from time to time established by the SEC in accordance with the Securities Exchange Act of 1934, as amended), the Borrower delivers to the Agent and each of the Lenders a copy of the Borrower's Form 10-Q as filed with the SEC and the financial statements contained therein meet the requirements described in this Section.

7.3.2 Annual Financial Statements.

As soon as available and in any event within ninety (90) days after the end of each fiscal year of the Borrower (or such earlier date, from time to time established by the SEC in accordance with the Securities Exchange Act of 1934, as amended), financial statements of the Borrower and its Subsidiaries consisting of a consolidated and consolidating balance sheet as of the end of such fiscal year, related consolidated and consolidating statements of income and equity, and related consolidated statement of cash flows for the fiscal year then ended, all in reasonable detail and setting forth in comparative form the financial statements as of the end of and for the preceding fiscal year, and with respect to the consolidated financial statements certified by independent certified public accountants of nationally recognized standing satisfactory to the Agent. The certificate or report of accountants shall be free of qualifications (other than any consistency qualification that may result from a change in the method used to prepare the financial statements as to which such accountants concur) and shall not indicate the occurrence or existence of any event, condition or contingency which would materially impair the prospect of payment or performance of any covenant, agreement or duty of any Loan Party under any of the Loan Documents. The Borrower will be deemed to have complied with the delivery requirements with respect to the consolidated financial statements required to be delivered under this Section 7.3.2 if within ninety (90) days after the end of its fiscal year (or

such earlier date, from time to time established by the SEC in accordance with the Securities Exchange Act of 1934, as amended), the Borrower delivers to the Agent and each of the Lenders a copy of the Borrower's Annual Report and Form 10-K as filed with the SEC and the financial statements and certification of public accountants contained therein meet the requirements described in this Section.

7.3.3 Certificate of the Borrower.

As soon as available and in any event within forty-five (45) calendar days after the end of each of the first three fiscal quarters in each fiscal year and within ninety (90) days after the end of each fiscal year of the Borrower, a certificate of the Borrower signed by the Chief Executive Officer, President, Treasurer or Chief Financial Officer of the Borrower, in the form of Exhibit 7.3.3, to the effect that, except as described pursuant to Section 7.3.4 [Notice of Default], (i) the representations and warranties of the Borrower contained in Section 5 [Representations and Warranties] and in the other Loan Documents are true on and as of the date of such certificate with the same effect as though such representations and warranties had been made on and as of such date (except representations and warranties which expressly relate solely to an earlier date or time which shall be true and correct on and as of the specific dates or times referred to therein) and the Loan Parties have performed and complied with all covenants and conditions hereof, (ii) no Event of Default or Potential Default exists and is continuing on the date of such certificate, (iii) containing a list of each Significant Subsidiary, each Inactive Subsidiary and each Special Subsidiary, other than those set forth on Schedule 5.1.2, and (iv) containing calculations in sufficient detail to demonstrate compliance as of the date of such financial statements with all financial covenants contained in Section 7.2 [Negative Covenants].

7.3.4 Notice of Default.

Promptly after any officer of the Borrower has learned of the occurrence of an Event of Default or Potential Default, a certificate signed by the Chief Executive Officer, President or Chief Financial Officer of the Borrower setting forth the details of such Event of Default or Potential Default and the action which the Borrower proposes to take with respect thereto.

7.3.5 Notice of Litigation.

Promptly after the commencement thereof or promptly after the determination thereof, notice of all actions, suits, proceedings or investigations before or by any Official Body or any other Person against any Loan Party or any Subsidiary of any Loan Party, which (x) involve or could be reasonably expected to involve assessments against any Loan Party or any Subsidiary of any Loan Party in excess of $10,000,000, individually or in the aggregate, or (y) involve a claim or series of claims which if adversely determined could reasonably be expected to result in a Material Adverse Change or (z) adversely affect the value of the COLLATERAL.

7.3.6 Notice of Change in Debt Rating.

Within five (5) Business Days after Standard & Poor's or Moody's announces a change in the Debt Rating, notice of such change. Borrower will deliver together

with such notice a copy of any written notification which Borrower received from the applicable rating agency regarding such change of the Debt Rating.

7.3.7 Notices Regarding Plans and Benefit Arrangements.

7.3.7.1 Certain Events.

Promptly upon becoming aware of the occurrence thereof, notice (including the nature of the event and, when known, any action taken or threatened by the Internal Revenue Service or the PBGC with respect thereto) of:

(i) any Reportable Event with respect to the Borrower or any other member of the ERISA Group (regardless of whether the obligation to report said Reportable Event to the PBGC has been waived),

(ii) any Prohibited Transaction which could subject the Borrower or any other member of the ERISA Group to a civil penalty assessed pursuant to Section 502(i) of ERISA or a tax imposed by Section 4975 of the Internal Revenue Code in connection with any Plan, any Benefit Arrangement or any trust created thereunder,

(iii) any assertion of material withdrawal liability with respect to any Multiemployer Plan,

(iv) any partial or complete withdrawal from a Multiemployer Plan by the Borrower or any other member of the ERISA Group under Title IV of ERISA (or assertion thereof), where such withdrawal is likely to result in material withdrawal liability,

(v) any cessation of operations (by the Borrower or any other member of the ERISA Group) at a facility in the circumstances described in Section 4062(e) of ERISA,

(vi) withdrawal by the Borrower or any other member of the ERISA Group from a Multiple Employer Plan,

(vii) a failure by the Borrower or any other member of the ERISA Group to make a payment to a Plan required to avoid imposition of a Lien under Section 302(f) of ERISA,

(viii) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 307 of ERISA, or

(ix) any change in the actuarial assumptions or funding methods used for any Plan, where the effect of such change is to materially increase or materially reduce the unfunded benefit liability or obligation to make periodic contributions.

7.3.7.2 Notices of Involuntary Termination and Annual Reports.

As soon as available or within thirty (30) days after receipt thereof, copies of (a) all notices received by the Borrower or any other member of the ERISA Group of the PBGC's intent to terminate any Plan administered or maintained by the Borrower or any member of the ERISA Group, or to have a trustee appointed to administer any such Plan; and (b) at the request of the Agent or any Lender each annual report (IRS Form 5500 series) and all accompanying schedules, the most recent actuarial reports, the most recent financial information concerning the financial status of each Plan administered or maintained by the Borrower or any other member of the ERISA Group, and schedules showing the amounts contributed to each such Plan by or on behalf of the Borrower or any other member of the ERISA Group in which any of their personnel participate or from which such personnel may derive a benefit, and each Schedule B (Actuarial Information) to the annual report filed by the Borrower or any other member of the ERISA Group with the Internal Revenue Service with respect to each such Plan.

7.3.7.3 Notice of Voluntary Termination.

Promptly upon the filing thereof, copies of any notice of standard or distressed termination with the PBGC, or any successor or equivalent form, filed with the PBGC in connection with the termination of any Plan.

7.3.8 Other Information.

(i) Promptly after any officer of the Borrower or any Subsidiary of the Borrower has learned of the occurrence of a default or event which with the passage of time or the giving of notice or both would constitute a default under the AWR Senior Notes or under any agreement or indenture governing Permitted Additional AWR Indebtedness, the Borrower shall deliver notice thereof to the Agent together with a certificate signed by the Chief Executive Officer, President or Chief Financial Officer of the Borrower setting forth the details of such default or other such event and the action which the Borrower proposes to take with respect thereto;

(ii) Promptly upon their becoming available to the Borrower any reports including management letters submitted to the Borrower by independent accountants in connection with any annual, interim or special audit; and

(iii) Promptly upon the request therefore by the Borrower, such other reports and information as any of the Lenders may from time to time reasonably request.

7.3.9 Tax Shelter Provisions.

Promptly after any of the Loan Parties determines that it intends to treat any of the Term Loans or related transactions as being a "reportable transaction" as provided in Section 7.1.13 [Tax Shelter Regulations]

(1) a written notice of such intention to the Agent; and

(2) a duly completed copy of IRS Form 8886 or any successor form.

8. DEFAULT

8.1 Events of Default.

An Event of Default shall mean the occurrence or existence of any one or more of the following events or conditions (whatever the reason therefor and whether voluntary, involuntary or effected by operation of Law):

8.1.1 Payments Under Loan Documents.

The Borrower shall fail to pay (i) any principal of any Term Loan (including scheduled installments, mandatory prepayments or the payment due at maturity) when such principal is due hereunder or (ii) any interest on any Term Loan, or any other amount owing hereunder or under the other Loan Documents within three (3) Business Days after such interest or other amount becomes due in accordance with the terms hereof or thereof;

8.1.2 Breach of Warranty.

Any representation or warranty made at any time by the Borrower herein or by any of the other Loan Parties in any other Loan Document, or in any certificate, other instrument or statement furnished pursuant to the provisions hereof or thereof, shall prove to have been false or misleading in any material respect as of the time it was made or furnished;

8.1.3 Breach of Negative Covenants or Visitation Rights.

Any of the Loan Parties shall default in the observance or performance of any covenant contained in Section 7.1.5 [Visitation Rights], Section 7.2 [Negative Covenants], or Section 7.3.4 [Notice of Default];

8.1.4 Breach of Other Covenants.

(a) Any of the Loan Parties shall fail to timely perform the covenants set forth in Sections 7.3.1 [Quarterly Financial Statements], 7.3.2 [Annual Financial Statements] or 7.3.3 [Certificate of the Borrower] and such default shall continue unremedied for a period of thirty (30) Business Days after any officer of any Loan Party becomes aware of the occurrence thereof;

(b) Any of the Loan Parties shall default in the observance or performance of any other covenant, condition or provision hereof or of any other Loan Document and such default shall continue unremedied for a period of thirty (30) Business Days after any officer of any Loan Party becomes aware of the occurrence thereof (such grace period

to be applicable only in the event such default can be remedied by corrective action of the Loan Parties as determined by the Agent in its sole discretion);

8.1.5 Defaults in Other Agreements or Indebtedness.

(a) A default or event of default shall occur at any time under the terms of any other agreement involving borrowed money or the extension of credit or any other Indebtedness or any Derivatives Obligations under which any Loan Party or Subsidiary of any Loan Party may be obligated as a borrower or guarantor in excess of $20,000,000 in the aggregate, and such default or event of default consists of the failure to pay (beyond any period of grace permitted with respect thereto, whether waived or not) any indebtedness when due (whether at stated maturity, by acceleration or otherwise) or if such default or event of default permits or causes (or with the giving of notice or the passage of time or both would permit or cause) the acceleration of any indebtedness (whether or not such right shall have been waived) or the termination of any commitment to lend;

(b) A default or event of default shall occur at any time under the terms of or with respect to the AWR Senior Notes Indenture or the AWR Senior Notes, and such default or event of default consists of the failure to pay (beyond any period of grace permitted with respect thereto, whether waived or not) any indebtedness or other obligation thereunder when due (whether at stated maturity, by acceleration or otherwise) or if such default or event of default permits or causes (or with the giving of notice or the passage of time or both would permit or cause) the acceleration of any indebtedness or other obligation (whether or not such right shall have been waived) or the termination of any commitment to lend;

8.1.6 Judgments or Orders.

Any judgment or judgments for the payment of money in an aggregate amount in excess of $20,000,000 (or its foreign currency equivalent at the time) that shall be rendered against any Loan Party or any Subsidiary of any Loan Party and that shall not be waived, satisfied or discharged for any period of thirty (30) consecutive days during which a stay of enforcement shall not be in effect;

8.1.7 Loan Document Unenforceable.

Any of the Loan Documents shall cease to be legal, valid and binding agreements enforceable against any Loan Party executing the same or such party's successors and assigns (as permitted under the Loan Documents) in accordance with the respective terms thereof or shall in any way be terminated (except in accordance with its terms) or become or be declared ineffective or inoperative or shall in any way be challenged or contested or cease to give or provide the respective Liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby;

8.1.8 Proceedings Against Assets.

Any of the Loan Parties' or any of their Subsidiaries' assets are attached, seized, levied upon or subjected to a writ or distress warrant; or such come within the possession

of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not cured within thirty (30) days thereafter;

8.1.9 Notice of Lien or Assessment.

A notice of Lien or assessment in excess of $10,000,000 which is not a Permitted Lien is filed of record with respect to all or any part of any of the Loan Parties' or any of their Subsidiaries' assets by the United States, or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental agency, including the PBGC, or any tax or debt owing at any time or times hereafter to any one of these becomes payable and the same is not paid within thirty (30) days after the same becomes payable;

8.1.10 Insolvency.

The Borrower and its Subsidiaries, taken as a whole, cease to be Solvent, or the Borrower and its Subsidiaries, taken as a whole, fail to pay their debts generally as they become due or admit their inability to pay their debts generally as they become due;

8.1.11 Events Relating to Plans and Benefit Arrangements.

Any of the following occurs: (i) any Reportable Event, which the Agent determines in good faith constitutes grounds for the termination of any Plan by the PBGC or the appointment of a trustee to administer or liquidate any Plan, shall have occurred and be continuing; (ii) proceedings shall have been instituted or other action taken to terminate any Plan, or a termination notice shall have been filed with respect to any Plan; (iii) a trustee shall be appointed to administer or liquidate any Plan; (iv) the PBGC shall give notice of its intent to institute proceedings to terminate any Plan or Plans or to appoint a trustee to administer or liquidate any Plan; and, in the case of the occurrence of (i), (ii), (iii) or (iv) above, the Agent determines in good faith that the amount of the Borrower's liability is likely to exceed 10% of its Consolidated Tangible Net Worth; (v) the Borrower or any member of the ERISA Group shall fail to make any contributions when due to a Plan or a Multiemployer Plan; (vi) the Borrower or any other member of the ERISA Group shall make any amendment to a Plan with respect to which security is required under Section 307 of ERISA; (vii) the Borrower or any other member of the ERISA Group shall withdraw completely or partially from a Multiemployer Plan; (viii) the Borrower or any other member of the ERISA Group shall withdraw (or shall be deemed under Section 4062(e) of ERISA to withdraw) from a Multiple Employer Plan; or (ix) any applicable Law is adopted, changed or interpreted by any Official Body with respect to or otherwise affecting one or more Plans, Multiemployer Plans or Benefit Arrangements and, with respect to any of the events specified in (v), (vi), (vii), (viii) or (ix), the Agent determines in good faith that any such occurrence would be reasonably likely to materially and adversely affect the total enterprise represented by the Borrower and the other members of the ERISA Group;

8.1.12 Cessation of Business.

The Loan Parties, taken as a whole, cease to conduct their business as contemplated, except as expressly permitted under Section 7.2.3 [Liquidations, Mergers, etc.] or 7.2.4 [Dispositions of Assets and Subsidiaries], or are enjoined, restrained or in any way prevented by court order from conducting all or any material part of their business and such

injunction, restraint or other preventive order is not dismissed within thirty (30) days after the entry thereof;

8.1.13 Change of Control.

Any of the following shall occur: (i) Parent shall cease to own, directly or indirectly, at least ninety-nine percent (99%) of all issued and outstanding member interests in the Borrower, (ii) any person or group of persons (within the meaning of Sections 13(d) or 14(a) of the Securities Exchange Act of 1934, as amended) shall have acquired beneficial ownership of (within the meaning of Rule 13d-3 promulgated by the SEC under said Act) 35% or more of the voting capital stock of the Parent; or (iii) within a period of twelve (12) consecutive calendar months, individuals who (1) were directors of the Parent on the first day of such period, (2) were nominated for election by the Parent, or (3) were appointed by the board of directors of the Parent shall cease to constitute a majority of the board of directors of the Parent;

8.1.14 Involuntary Proceedings.

A proceeding shall have been instituted in a court having jurisdiction in the premises seeking a decree or order for relief in respect of the Parent, any Loan Party or Significant Subsidiary of a Loan Party in an involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of the Parent, any Loan Party or Significant Subsidiary of a Loan Party for any substantial part of its property, or for the winding-up or liquidation of its affairs, and such proceeding shall remain undisguised or unseated and in effect for a period of thirty (30) consecutive days or such court shall enter a decree or order granting any of the relief sought in such proceeding; or

8.1.15 Voluntary Proceedings.

The Parent, any Loan Party or Significant Subsidiary of a Loan Party shall commence a voluntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or other similar official) of itself or for any substantial part of its property or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing.

8.2 Consequences of Event of Default.

8.2.1 Events of Default Other Than Bankruptcy, Insolvency or Reorganization Proceedings.

If an Event of Default specified under Sections 8.1.1 [Payments Under Loan Documents] through 8.1.13 [Change of Control] shall occur and be continuing, the Lenders and the Agent shall be under no further obligation to make Term Loans, and the Agent may, and upon the request of the Required Lenders shall, by written notice to the Borrower, take one or

more of the following actions: (i) terminate the Commitments and thereupon the Commitments shall be terminated and of no further force and effect, (ii) declare the unpaid principal amount of the Term Loans then outstanding and all interest accrued thereon, any unpaid fees and all other Indebtedness of the Borrower to the Lenders hereunder and thereunder to be forthwith due and payable, and the same shall thereupon become and be immediately due and payable to the Agent for the benefit of each Lender without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, and (iii) prohibit loans by the Borrower or any Subsidiary of the Borrower to the Parent, provided, however, that action under this clause (iii) shall be taken only upon the request of the Required Lenders; and

8.2.2 Bankruptcy, Insolvency or Reorganization Proceedings.

If an Event of Default specified under Section 8.1.14 [Involuntary Proceedings] or 8.1.15 [Voluntary Proceedings] shall occur, the Commitments shall automatically terminate and be of no further force and effect, the Lenders shall be under no further obligations to make Term Loans hereunder and the unpaid principal amount of the Term Loans then outstanding and all interest accrued thereon, any unpaid fees and all other Indebtedness of the Borrower to the Lenders hereunder and thereunder shall be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and loans by the Borrower or any Subsidiary of the Borrower to the Parent shall automatically be prohibited; and

8.2.3 Set-off.

If an Event of Default shall occur and be continuing, any Lender to whom any Obligation is owed by any Loan Party hereunder or under any other Loan Document or any participant of such Lender which has agreed in writing to be bound by the provisions of Section 9.13 [Equalization of Lenders] and any branch, Subsidiary or Affiliate of such Lender or participant anywhere in the world shall have the right, in addition to all other rights and remedies available to it, without notice to such Loan Party, to set-off against and apply to the then unpaid balance of all the Term Loans and all other Obligations of the Borrower and the other Loan Parties hereunder or under any other Loan Document any debt owing to, and any other funds held in any manner for the account of, the Borrower or such other Loan Party by such Lender or participant or by such branch, Subsidiary or Affiliate, including all funds in all deposit accounts (whether time or demand, general or special, provisionally credited or finally credited, or otherwise) now or hereafter maintained by the Borrower or such other Loan Party for its own account (but not including funds held in custodian or trust accounts) with such Lender or participant or such branch, Subsidiary or Affiliate. Such right shall exist whether or not any Lender or the Agent shall have made any demand under this Agreement or any other Loan Document, whether or not such debt owing to or funds held for the account of the Borrower or such other Loan Party is or are matured or unmatured and regardless of the existence or adequacy of any Collateral, Guaranty or any other security, right or remedy available to any Lender or the Agent; and

8.2.4 Suits, Actions, Proceedings.

If an Event of Default shall occur and be continuing, and whether or not the Agent shall have accelerated the maturity of the Term Loans pursuant to any of the foregoing provisions of this Section 8.2, the Agent or the Required Lenders (or, at the request of the Agent or the Required Lenders, any Lender, and any such Lender that has received such a request shall thus be entitled to exercise the rights set forth in this Section) if owed any amount with respect to the Term Loans, may, to the extent permitted by Law, proceed to protect and enforce its rights by suit in equity, action at law and/or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement or the other Loan Documents, including as permitted by applicable Law the obtaining of the ex parte appointment of a receiver, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of any Agent or such Lender; and

8.2.5 Application of Proceeds.

From and after the date on which the Agent or any Lender shall have taken any action pursuant to this Section 8.2 and until all Obligations of the Loan Parties have been paid in full, subject to the provisions of the Collateral Trust Agreement, any and all proceeds received by the Agent or any Lender from any sale or other disposition of the Collateral, or any part thereof, or the exercise of any remedy by the Agent or any Lender shall be applied as follows:

(i) first, to reimburse the Agent and the Lenders for out-of-pocket costs, expenses and disbursements, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by the Agent or the Lenders in connection with realizing on the Collateral or collection of any Obligations of any of the Loan Parties under any of the Loan Documents, including advances for taxes, insurance, repairs and the like and reasonable expenses incurred to sell or otherwise realize on, or prepare for sale or other realization on, any of the Collateral;

(ii) second, to the repayment of all Indebtedness then due and unpaid of the Loan Parties to the Lenders incurred under this Agreement or any of the other Loan Documents, whether of principal, interest, fees, expenses or otherwise, in such manner as the Agent may determine in its discretion; and

(iii) the balance, if any, as required by Law.

8.2.6 Other Rights and Remedies.

In addition to all of the rights and remedies contained in this Agreement or in any of the other Loan Documents, the Agent shall have all of the rights and remedies under applicable Law, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by Law. The Agent may, and upon the request of the Required Lenders shall, exercise all post-default rights granted to the Agent and the Lenders under the Loan Documents or applicable Law.

8.2.7 Notice of Sale.

Any notice required to be given by the Agent of a sale, lease, or other disposition of the Collateral or any other intended action by the Agent, if given ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Borrower.

9. THE AGENT

9.1 Appointment.

Each Lender hereby designates, appoints and authorizes PNC Bank to act as Agent for such Lender under this Agreement, the Collateral Trust Agreement and the other Loan Documents and to execute and deliver or accept on behalf of each of the Lenders the Collateral Trust Agreement and the other Loan Documents. Each Lender agrees to be bound by the provisions of the Collateral Trust Agreement and the other Loan Documents as if a party thereto. Each Lender hereby irrevocably authorizes the Agent to take such action on its behalf under the provisions of this Agreement, the Collateral Trust Agreement and the other Loan Documents and any other instruments and agreements referred to herein or therein, and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Agent by the terms hereof or thereof, together with such powers as are reasonably incidental thereto. PNC Bank agrees to act as the Agent on behalf of the Lenders to the extent provided in this Agreement.

9.2 Delegation of Duties.

The Agent may perform any of its duties hereunder by or through agents or employees (provided such delegation does not constitute a relinquishment of its duties as Agent) and, subject to Sections 9.5 [Reimbursement and Indemnification of Agent by the Borrower] and 9.6 [Exculpatory Provisions; Limitation of Liability], shall be entitled to engage and pay for the advice or services of any attorneys, accountants or other experts concerning all matters pertaining to its duties hereunder and to rely upon any advice so obtained.

9.3 Nature of Duties; Independent Credit Investigation.

The Agent shall not have any duties or responsibilities except those expressly set forth in this Agreement and no implied covenants, functions, responsibilities, duties, obligations, or liabilities shall be read into this Agreement or otherwise exist. The duties of the Agent shall be mechanical and administrative in nature; the Agent shall not have by reason of this Agreement a fiduciary or trust relationship in respect of any Lender; and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon the Agent any obligations in respect of this Agreement except as expressly set forth herein. Without limiting the generality of the foregoing, the use of the term "Agent" in this Agreement with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. Each Lender expressly acknowledges

(i) that the Agent has not made any representations or warranties to it and that no act by the Agent hereafter taken, including any review of the affairs of any of the Loan Parties, shall be deemed to constitute any representation or warranty by the Agent to any Lender; (ii) that it has made and will continue to make, without reliance upon the Agent, its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of each of the Loan Parties in connection with this Agreement and the making and continuance of the Term Loans hereunder; and (iii) except as expressly provided herein, the Agent shall not have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of any Term Loan or at any time or times thereafter.

9.4 Actions in Discretion of Agent; Instructions From the Lenders.

The Agent agrees, upon the written request of the Required Lenders, to take or refrain from taking any action of the type specified as being within the Agent's rights, powers or discretion herein, provided that the Agent shall not be required to take any action which exposes the Agent to personal liability or which is contrary to this Agreement or any other Loan Document or applicable Law. In the absence of a request by the Required Lenders, the Agent shall have authority, in its sole discretion, to take or not to take any such action, unless this Agreement specifically requires the consent of the Required Lenders or all of the Lenders. Any action taken or failure to act pursuant to such instructions or discretion shall be binding on the Lenders, subject to Section 9.6 [Exculpatory Provisions, etc.]. Subject to the provisions of Section 9.6, no Lender shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders, or in the absence of such instructions, in the absolute discretion of the Agent.

9.5 Reimbursement and Indemnification of Agent by the Borrower.

The Borrower unconditionally agrees to pay or reimburse the Agent and hold the Agent harmless against (a) liability for the payment of all reasonable out-of-pocket costs, expenses and disbursements, including fees and expenses of outside counsel, appraisers and environmental consultants, incurred by the Agent (i) in connection with the development, negotiation, preparation, printing, execution, administration, syndication, interpretation and performance of this Agreement and the other Loan Documents, (ii) relating to any requested amendments, waivers or consents pursuant to the provisions hereof, (iii) in connection with the enforcement of this Agreement or any other Loan Document or collection of amounts due hereunder or thereunder or the proof and allowability of any claim arising under this Agreement or any other Loan Document, whether in bankruptcy or receivership proceedings or otherwise, (iv) in any workout or restructuring or in connection with the protection, preservation, exercise or enforcement of any of the terms hereof or of any rights hereunder or under any other Loan Document or in connection with any foreclosure, collection or bankruptcy proceedings, and (v) in connection with any Environmental Claim and/or Environmental Complaint threatened or asserted against the Agent or the Lenders in any way relating to or arising out of this Agreement or any other Loan Documents (including, without limitation, the protection, preservation, exercise or enforcement of any of the terms hereof or of any rights or remedies hereunder or under any other Loan Document or in connection with any foreclosure, collection or bankruptcy or receivership proceedings or otherwise or in any workout or restructuring), and (b) all

liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent, in its capacity as such, in any way relating to or arising out of (i) this Agreement or any other Loan Documents or any action taken or omitted by the Agent hereunder or thereunder, and (ii) any Environmental Claim and/or Environmental Complaint in any way relating to or arising out of this Agreement or any other Loan Documents or any action taken or omitted by the Agent hereunder or thereunder, provided that the Borrower shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements if the same results from the Agent's gross negligence or willful misconduct, or if the Borrower was not given notice of the subject claim and the opportunity to participate in the defense thereof, at its expense (except that the Borrower shall remain liable to the extent such failure to give notice does not result in a loss to the Borrower), or if the same results from a compromise or settlement agreement entered into without the consent of the Borrower, which shall not be unreasonably withheld.

9.6 Exculpatory Provisions; Limitation of Liability.

Neither the Agent nor any of its respective directors, officers, employees, agents, attorneys or Affiliates shall (a) be liable to any Lender for any action taken or omitted to be taken by it or them hereunder, or in connection herewith including pursuant to any Loan Document, unless caused by its or their own gross negligence or willful misconduct, (b) be responsible in any manner to any of the Lenders for the effectiveness, enforceability, genuineness, validity or the due execution of this Agreement or any other Loan Documents or for any recital, representation, warranty, document, certificate, report or statement herein or made or furnished under or in connection with this Agreement or any other Loan Documents, or (c) be under any obligation to any of the Lenders to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions hereof or thereof on the part of the Loan Parties, or the financial condition of the Loan Parties, or the existence or possible existence of any Event of Default or Potential Default. No claim may be made by any of the Loan Parties, any Lender, the Agent or any of their respective Subsidiaries against the Agent, any Lender or any of their respective directors, officers, employees, agents, attorneys or Affiliates, or any of them, for any special, indirect or consequential damages or, to the fullest extent permitted by Law, for any punitive damages in respect of any claim or cause of action (whether based on contract, tort, statutory liability, or any other ground) based on, arising out of or related to any Loan Document or the transactions contemplated hereby or any act, omission or event occurring in connection therewith, including the negotiation, documentation, administration or collection of the Term Loans, and the Borrower (for itself and on behalf of each of its Subsidiaries), the Agent and each Lender hereby waives, releases and agrees never to sue upon any claim for any such damages, whether such claim now exists or hereafter arises and whether or not it is now known or suspected to exist in its favor. Each Lender agrees that, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agent hereunder or given to the Agent for the account of or with copies for the Lenders, the Agent and each of its respective directors, officers, employees, agents, attorneys or Affiliates shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Loan Parties that may come into the possession of the Agent or any of its directors, officers, employees, agents, attorneys or Affiliates.

9.7 Reimbursement and Indemnification of Agent by the Lenders.

Each Lender agrees to reimburse and indemnify the Agent (to the extent not reimbursed by the Borrower and without limiting the Obligation of the Borrower to do so) in proportion to its Ratable Share of Term Loans (or if no Term Loans are outstanding, of Commitments) from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, expenses or disbursements, including attorneys' fees and disbursements, and costs of appraisers and environmental consultants, of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in its capacity as Agent hereunder, in connection with or arising out of this Agreement or any other Loan Documents or any action taken or omitted by the Agent hereunder or thereunder, provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (a) if the same results from the Agent's gross negligence or willful misconduct, as the case may be, or (b) if such Lender was not given notice of the subject claim and the opportunity to participate in the defense thereof, at its expense (except that such Lender shall remain liable to the extent such failure to give notice does not result in a loss to the Lender), or (c) if the same results from a compromise and settlement agreement entered into without the consent of such Lender, which shall not be unreasonably withheld. In addition, each Lender agrees promptly upon demand to reimburse the Agent (to the extent not reimbursed by the Borrower and without limiting the Obligation of the Borrower to do so) in proportion to its Ratable Share of Term Loans (or if no Term Loans are outstanding, of Commitments) for all amounts due and payable by the Borrower to the Agent in connection with the periodic audit of the Loan Parties' books, records and business properties by the Agent.

9.8 Reliance by Agent.

The Agent shall be entitled to rely upon any writing, telegram, telex or teletype message, resolution, notice, consent, certificate, letter, cablegram, statement, order or other document or conversation by telephone or otherwise believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon the advice and opinions of counsel and other professional advisers selected by the Agent. The Agent shall be fully justified in failing or refusing to take any action hereunder unless it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

9.9 Notice of Default.

The Agent shall not be deemed to have knowledge or notice of the occurrence of any Potential Default or Event of Default unless such person has received written notice from a Lender or the Borrower referring to this Agreement, describing such Potential Default or Event of Default and stating that such notice is a "notice of default".

9.10 Notices.

The Agent agrees to promptly send to each Lender a copy of all notices received from the Borrower pursuant to the provisions of this Agreement or the other Loan Documents

promptly upon receipt thereof. The Agent shall promptly notify the Borrower and the other Lenders of each change in the Base Rate and the effective date thereof.

9.11 Lenders in Their Individual Capacities.

With respect to its Commitment and the Term Loans made by it and any other rights and powers given to it as a Lender hereunder or under any of the other Loan Documents, the Agent shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not the Agent, and the term "Lenders" shall, unless the context otherwise indicates, include the Agent in its individual capacity. PNC Bank and its Affiliates and each of the Lenders and their respective Affiliates may, without liability to account, except as prohibited herein, make loans to, accept deposits from, discount drafts for, act as trustee under indentures of, and generally engage in any kind of banking or trust business with the Loan Parties and their Affiliates, in the case of the Agent, as though it were not acting as Agent hereunder and in the case of each Lender, as though such Lender were not a Lender hereunder. The Lenders acknowledge that, pursuant to such activities, the Agent or its respective Affiliates may (i) receive information regarding the Loan Parties (including information that may be subject to confidentiality obligations in favor of the Loan Parties) and acknowledge that the Agent shall not be under any obligation to provide such information to them, and (ii) accept fees and other consideration from the Loan Parties for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

9.12 Holders of Term Notes.

The Agent may deem and treat any payee of any Term Note as the owner thereof for all purposes hereof unless and until written notice of the assignment or transfer thereof shall have been filed with the Agent. Any request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the holder of any Term Note shall be conclusive and binding on any subsequent holder, transferee or assignee of such Term Note or of any Term Note or Term Notes issued in exchange therefor.

9.13 Equalization of Lenders.

The Lenders and the holders of any participations in any Commitments or Term Loans or other rights or obligations of a Lender hereunder agree among themselves that, with respect to all amounts received by any Lender or any such holder for application on any Obligation hereunder or under any such participation, whether received by voluntary payment, by realization upon security, by the exercise of the right of set-off or banker's lien, by counterclaim or by any other non-pro rata source, equitable adjustment will be made in the manner stated in the following sentence so that, in effect, all such excess amounts will be shared ratably among the Lenders and such holders in proportion to their interests in payments on the Term Loans, except as otherwise provided in Sections 3.4.3 [Agent's and Lender's Rights], 4.4.2 [Replacement of a Lender] or 4.6 [Additional Compensation in Certain Circumstances]. The Lenders or any such holder receiving any such amount shall purchase for cash from each of the other Lenders an interest in such Lender's Term Loans in such amount as shall result in a ratable participation by the Lenders and each such holder in the aggregate unpaid amount of the Term Loans, provided that if all or any portion of such excess amount is thereafter recovered from the

Lender or the holder making such purchase, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, together with interest or other amounts, if any, required by law (including court order) to be paid by the Lender or the holder making such purchase.

9.14 Successor Agent.

The Agent (i) may resign as Agent or (ii) shall resign if such resignation is requested by the Required Lenders (if the Agent is a Lender, such Agent's Term Loans and Commitment shall be considered in determining whether the Required Lenders have requested such resignation) or required by Section 4.4.2 [Replacement of a Lender], in either case of (i) or (ii) by giving not less than thirty (30) days' prior written notice to the Borrower. If Agent shall resign under this Agreement, then either (a) the Required Lenders shall appoint from among the Lenders a successor to the Agent for the Lenders, subject to the consent of the Borrower, such consent not to be unreasonably withheld, provided that, no consent of the Borrower shall be required during any period when an Event of Default exists and is continuing, or (b) if a successor Agent shall not be so appointed and approved within the thirty (30) day period following the Agent's notice to the Lenders of its resignation, then the resigning Agent shall appoint, with the consent of the Borrower, such consent not to be unreasonably withheld, provided that, no consent of the Borrower shall be required during any period when an Event of Default exists and is continuing, a successor who shall be a Lender shall serve as Agent until such time as the Required Lenders appoint and the Borrower consents to the appointment of a successor to such resigning Agent. Upon its appointment pursuant to either clause (a) or (b) above, such successor Agent shall succeed to the rights, powers and duties of the resigning Agent and the term "Agent" shall mean such successor Agent effective upon its appointment, and the former Agent's rights, powers and duties as an Agent shall be terminated without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement. After the resignation of the Agent hereunder, the provisions of this Section 9 shall inure to the benefit of such former Agent, and such former Agent shall not by reason of such resignation be deemed to be released from liability for any actions taken or not taken by it while it was Agent under this Agreement.

9.15 Agent's Fee.

The Borrower shall pay to the Agent a nonrefundable fee (the "Agent's Fee") for the Agent's services hereunder under the terms of a letter (the "Fee Letter") between the Borrower and the Agent, as amended from time to time.

9.16 Availability of Funds.

The Agent may assume that each Lender has made or will make the proceeds of a Term Loan available to the Agent unless the Agent shall have been notified by such Lender on or before the later of (1) the close of business on the Business Day preceding the Borrowing Date with respect to such Term Loan or two (2) hours before the time on which the Agent actually funds the proceeds of

such Term Loan to the Borrower (whether using its own funds pursuant to this Section 9.16 or using proceeds deposited with the Agent by the Lenders and whether such funding occurs before or after the time on which Lenders are required to deposit the proceeds of such Term Loan with the Agent). The Agent may, in reliance upon such assumption (but shall not be required to), make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Agent by such Lender, the Agent shall be entitled to recover such amount on demand from such Lender (or, if such Lender fails to pay such amount forthwith upon such demand from the Borrower) together with interest thereon, in respect of each day during the period commencing on the date such amount was made available to the Borrower and ending on the date the Agent recovers such amount, at a rate per annum equal to (i) the Federal Funds Effective Rate during the first three (3) days after such interest shall begin to accrue and (ii) the applicable interest rate in respect of such Term Loan after the end of such three-day period.

9.17 Calculations.

In the absence of gross negligence or willful misconduct, the Agent shall not be liable for any error in computing the amount payable to any Lender whether in respect of the Term Loans, fees or any other amounts due to the Lenders under this Agreement. In the event an error in computing any amount payable to any Lender is made, the Agent, the Borrower and each affected Lender shall, forthwith upon discovery of such error, make such adjustments as shall be required to correct such error, and any compensation therefor will be calculated at the Federal Funds Effective Rate.

9.18 Certain Releases of Guarantors and Collateral.

It is expressly agreed that, upon the written request of the Borrower (accompanied by such certificates and other documentation as the Agent may reasonably request) the Agent on behalf of the Lenders and without any consent or action by any Lender, may, so long as no Event of Default exists after giving effect thereto, release: (i) any Collateral or any Guarantor from a Guaranty Agreement, in either case, in connection with any sale, transfer, lease, disposition, merger or other transaction permitted by this Agreement or any other Loan Document, or (ii) any Subsidiary from the Guaranty Agreement if such Subsidiary is no longer a Significant Subsidiary.

9.19 Beneficiaries.

Except as expressly provided herein, the provisions of this Section 9 are solely for the benefit of the Agent and the Lenders, and the Loan Parties shall not have any rights to rely on or enforce any of the provisions hereof. In performing its functions and duties under this Agreement, the Agent shall act solely as the Agent of the Lenders and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for any of the Loan Parties.

9.20 No Reliance on Agent's Customer Identification Program.

Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA Patriot Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP

Regulations"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or such other Laws.

10. MISCELLANEOUS

10.1 Modifications, Amendments or Waivers.

With the written consent of the Required Lenders, the Agent, acting on behalf of all the Lenders, and the Borrower, on behalf of the Loan Parties, may from time to time enter into written agreements amending or changing any provision of this Agreement or any other Loan Document or the rights of the Lenders or the Loan Parties hereunder or thereunder, or may grant written waivers or consents to a departure from the due performance of the Obligations of the Loan Parties hereunder or thereunder. Any such agreement, waiver or consent made with such written consent shall be effective to bind all the Lenders and the Loan Parties; provided, that, no such agreement, waiver or consent may be made which will:

10.1.1 Increase of Commitments; Extension of Expiration Date.

Without the written consent of all Lenders, increase the amount of the Commitment of any Lender hereunder (other than an increase of the amount of the Commitment of any Lender in accordance with Section 2.1.2, which increase shall not require the consent of any Lender other than the consent of the Lender increasing its Commitment) or extend the Expiration Date;

10.1.2 Extension of Payment; Reduction of Principal, Interest or Fees; Modification of Terms of Payment.

Without the written consent of all Lenders, whether or not any Term Loans are outstanding, extend the time for payment of principal or interest of any Term Loan or any fee payable to any Lender, or reduce the principal amount of or the rate of interest borne by any Term Loan or reduce the rate of any fee payable to any Lender;

10.1.3 Release of Collateral or Guarantor.

Except as set forth in Section 9.18, release any of the Collateral or release any Guarantor from its Obligations under the Guaranty Agreement or any other security for any of the Loan Parties' Obligations without the prior written consent of all Lenders; or

10.1.4 Miscellaneous.

Amend Sections 4.2 [Pro Rata Treatment of Lenders], 9.6 [Exculpatory Provisions, etc.] or 9.13 [Equalization of Lenders] or this Section 10.1, alter any provision regarding the pro rata treatment of the Lenders, change the definition of Required Lenders, or

change any requirement providing for the Lenders, the Required Lenders or all the Lenders to authorize the taking of any action hereunder without the prior written consent of each Lender adversely affected thereby; provided, further, that no agreement, waiver or consent which would modify the interests, rights or obligations of any Agent in its capacity as such shall be effective without the written consent of such Agent and no agreement, waiver or consent which would modify the interests, rights or obligations of the Agent in its capacity shall be effective without the written consent of the Agent.

10.2 No Implied Waivers; Cumulative Remedies; Writing Required.

No course of dealing and no delay or failure of the Agent or any Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall affect any other or future exercise thereof or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege preclude any further exercise thereof or of any other right, power, remedy or privilege. The rights and remedies of the Agent and the Lenders under this Agreement and any other Loan Documents are cumulative and not exclusive of any rights or remedies which they would otherwise have. Any waiver, permit, consent or approval of any kind or character on the part of any Lender of any breach or default under this Agreement or any such waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

10.3 Reimbursement and Indemnification of Lenders by the Borrower; Taxes. Limitations.

The Borrower agrees unconditionally upon demand to pay or reimburse to each Lender (other than the Agent, as to which the Borrower's Obligations are set forth in Section 9.5 [Reimbursement and Indemnification of Agent by the Borrower]) and to save such Lender harmless against (i) liability for the payment of all reasonable out-of-pocket costs, expenses and disbursements (including fees and expenses of outside counsel) for each Lender (except with respect to (A) and (B) below), incurred by such Lender (a) in connection with the administration and interpretation of this Agreement, and other instruments and documents to be delivered hereunder, (b) relating to any amendments, waivers or consents pursuant to the provisions hereof, (c) in connection with the enforcement of this Agreement or any other Loan Document, or collection of amounts due hereunder or thereunder or the proof and allowability of any claim arising under this Agreement or any other Loan Document, whether in bankruptcy or receivership proceedings or otherwise, (d) in any workout or restructuring or in connection with the protection, preservation, exercise or enforcement of any of the terms hereof or of any rights hereunder or under any other Loan Document or in connection with any foreclosure, collection or bankruptcy proceedings, and (e) in connection with any Environmental Claim and/or Environmental Complaint threatened or asserted against the Lenders in any way relating to or arising out of this Agreement or any other Loan Documents (including, without limitation, the protection, preservation, exercise or enforcement or any of the terms hereof or of any rights or remedies hereunder or under any other Loan Document or in connection with any foreclosure, collection or bankruptcy or receivership proceedings or otherwise or in any workout or restructuring), or (ii) all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed

on, incurred by or asserted against such Lender, in its capacity as such, in any way relating to or arising out of (y) this Agreement or any other Loan Documents or any action taken or omitted by such Lender hereunder or thereunder, and (z) any Environmental Claim and/or Environmental Complaint in any way relating to or arising out of this Agreement or any other Loan Documents or any action taken or omitted by such Lender hereunder or thereunder, provided that the Borrower shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (A) if the same results from such Lender's gross negligence or willful misconduct, or (B) if the Borrower was not given notice of the subject claim and the opportunity to participate in the defense thereof, at its expense (except that the Borrower shall remain liable to the extent such failure to give notice does not result in a loss to the Borrower), or (C) if the same results from a compromise or settlement agreement entered into without the consent of the Borrower, which shall not be unreasonably withheld. Neither the Agent nor any Lender shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by such persons. Neither the Agent nor any Lender shall be liable or responsible to the Borrower or other party hereto for any special, indirect, consequential or punitive damages in connection with the Term Loans or otherwise under or in connection with the Loan Documents, the transactions contemplated thereby or any of their respective obligations thereunder. The Lenders will attempt to minimize the fees and expenses of legal counsel for the Lenders which are subject to reimbursement by the Borrower hereunder by considering the use of one law firm to represent the Lenders and the Agent if appropriate under the circumstances. The Borrower agrees unconditionally to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by the Agent or any Lender to be payable in connection with this Agreement or any other Loan Document, and the Borrower agrees unconditionally to save the Agent and the Lenders harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions.

10.4 Holidays.

Whenever payment of a Term Loan to be made or taken hereunder shall be due on a day which is not a Business Day, such payment shall be due on the next Business Day and such extension of time shall be included in computing interest and fees, except that the Term Loans shall be due on the Business Day preceding the Expiration Date if the Expiration Date is not a Business Day. Whenever any payment or action to be made or taken hereunder (other than payment of the Term Loans) shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day (except as provided in Section 3.2 [Interest Periods] with respect to Interest Periods under the Euro-Rate Option), and such extension of time shall not be included in computing interest or fees, if any, in connection with such payment or action.

10.5 Funding by Branch, Subsidiary or Affiliate.

10.5.1 Notional Funding.

Each Lender shall have the right from time to time, without notice to the Borrower, to deem any branch, Subsidiary or Affiliate (which for the purposes of this Section 10.5 shall mean any corporation or association which is directly or indirectly controlled by or is under direct or indirect common control with any corporation or association which directly or indirectly controls such Lender) of such Lender to have made, maintained or funded any Term Loan to which the Euro-Rate Option applies at any time, provided that immediately following (on the assumption that a payment were then due from the Borrower to such other office), and as a result of such change, the Borrower would not be under any greater financial obligation pursuant to Section 4.6 [Additional Compensation in Certain Circumstances] than it would have been in the absence of such change. Notional funding offices may be selected by each Lender without regard to such Lender's actual methods of making, maintaining or funding the Term Loans or any sources of funding actually used by or available to such Lender.

10.5.2 Actual Funding.

Each Lender shall have the right from time to time to make or maintain any Term Loan by arranging for a branch, Subsidiary or Affiliate of such Lender to make or maintain such Term Loan subject to the last sentence of this Section 10.5.2. If any Lender causes a branch, Subsidiary or Affiliate to make or maintain any part of the Term Loans hereunder, all terms and conditions of this Agreement shall, except where the context clearly requires otherwise, be applicable to such part of the Term Loans to the same extent as if such Term Loans were made or maintained by such Lender, but in no event shall any Lender's use of such a branch, Subsidiary or Affiliate to make or maintain any part of the Term Loans hereunder cause such Lender or such branch, Subsidiary or Affiliate to incur any cost or expenses payable by the Borrower hereunder or require the Borrower to pay any other compensation to any Lender (including any expenses incurred or payable pursuant to Section 4.6 [Additional Compensation in Certain Circumstances]) which would otherwise not be incurred.

10.6 Notices.

All notices, requests, demands, directions and other communications (as used in this Section 10.6, collectively referred to as "notices") given to or made upon any party hereto under the provisions of this Agreement shall be by telephone or in writing (including telex or facsimile communication) unless otherwise expressly permitted hereunder and shall be delivered or sent by telex or facsimile to the respective parties at the addresses and numbers set forth under their respective names on Schedule 1.1(B) hereof or in accordance with any subsequent unrevoked written direction from any party to the others. All notices shall, except as otherwise expressly herein provided, be effective (a) in the case of telex or facsimile, when received, (b) in the case of hand-delivered notice, when hand-delivered, (c) in the case of telephone, when telephoned, provided, however, that in order to be effective, telephonic notices must be confirmed in writing no later than the next day by letter, facsimile or telex, (d) if given by mail, four (4) days after such communication is deposited in the mail with first-class postage prepaid, return receipt requested, and (e) if given by any other means (including by air courier), when

delivered; provided, that notices to the Agent shall not be effective until received. Any Lender giving any notice to the Borrower shall simultaneously send a copy thereof to the Agent, and the Agent shall promptly notify the other Lenders of the receipt by it of any such notice. Any notice delivered to the Borrower shall be deemed to be notice to the Loan Parties and shall be binding upon all of the Loan Parties.

10.7 Severability.

The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

10.8 Governing Law.

This Agreement 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.

10.9 Prior Understanding.

This Agreement, the Fee Letter and the other Loan Documents supersede all prior understandings and agreements, whether written or oral, between the parties hereto and thereto relating to the transactions provided for herein and therein, including any prior confidentiality agreements and commitments.

10.10 Duration; Survival.

All representations and warranties of the Borrower contained herein or made by any Loan Party in connection herewith shall survive the making of Term Loans and shall not be waived by the execution and delivery of this Agreement, any investigation by the Agent or the Lenders, the making of Term Loans or payment in full of the Term Loans. All covenants and agreements of the Borrower contained in Sections 7.1 [Affirmative Covenants], 7.2 [Negative Covenants] and 7.3 [Reporting Requirements] herein shall continue in full force and effect from and after the date hereof until payment in full of the Term Loans. All covenants and agreements of the Borrower contained herein relating to the payment of principal, interest, premiums, additional compensation or expenses and indemnification, including those set forth in Section 4 [Payments] and Sections 9.5 [Reimbursement and Indemnification of Agent by the Borrower], 9.7 [Reimbursement and Indemnification of Agent by the Lenders] and 10.3 [Reimbursement and Indemnification of Lenders by the Borrower, etc.], shall survive payment in full of the Term Loans.

10.11 Successors and Assigns.

10.11.1 Binding Effect; Assignments by Borrower.

This Agreement shall be binding upon and shall inure to the benefit of the Lenders, the Agent, the Borrower and their respective successors and assigns, except that neither the Borrower nor any other Loan Party may assign or transfer any of its respective rights and Obligations hereunder or under any other Loan Document or any interest herein or therein without the consent of all of the Lenders.

10.11.2 Assignments and Participations by Lenders; Designations.

(a) Assignments and Participations.

This Section shall apply to any assignment or participation by a Lender of its Term Loans or Commitments. Each Lender may, at its own cost, make assignments of all or any part of its Commitment and Term Loans to one or more banks or other entities, subject to the consent of the Borrower (which consent shall not be required during any period in which an Event of Default exists) and the Agent with respect to any assignee, such consents not to be unreasonably withheld, provided that assignments by a Lender to an Affiliate of such Lender or Approved Fund of any Lender may be made without the consent of either of the Borrower or the Agent upon written notice of such assignment to the Agent and compliance with the terms and conditions of this Section, and provided further that assignments may not be made in amounts less than $1,000,000 unless such assignment is an assignment of all of a Lender's Commitment or Term Loans or unless such assignment is an assignment to an Affiliate of such Lender, an Approved Fund of any Lender or to another Lender. Each Lender may, at its own cost, grant participations in all or any part of its Commitment and Term Loans made by it to one or more banks or other entities without the consent of any party hereto. In the case of an assignment of all or any portion of a Commitment, upon receipt by the Agent of the Assignment and Assumption Agreement, the assignee shall have, to the extent of such assignment (unless otherwise provided therein), the same rights, benefits and obligations as it would have if it had been a signatory Lender hereunder, the Commitments in Section 2.1 [Commitments] shall be adjusted accordingly, and upon surrender of the Term Note subject to such assignment, the Borrower shall execute and deliver a new Term Note to the assignee in an amount equal to the amount of the Commitment assumed by it and a new Term Note to the assigning Lender in an amount equal to the Commitment retained by it hereunder. Any assigning Lender (including a Lender assigning all or a portion of its Commitment and Term Loans to an Affiliate of such Lender or Approved Fund of any Lender and, in the case of a Lender which is a fund, to a fund under common control with such Lender) shall pay to the Agent a service fee in the amount of $3,500 for each assignment, which amount shall not be subject to reimbursement or indemnification by the Borrower; provided, however, in the case of assignments on the same day by a Lender to an Approved Fund, so long as the Agent in its sole discretion agrees in writing prior to any such assignment only a single $3,500 service fee shall be payable for all such assignments on such day by such Lender to such Approved Funds. In the case of a participation, the participant shall have only the rights specified in Section 8.2.3 [Set-Off] (the participant's rights against the selling Lender in respect of such participation to be those set forth in the agreement executed by such Lender in favor of the participant relating thereto and not to include

any voting rights except with respect to changes of the type referenced in Sections 10.1.1 [Increase of Commitments, etc.], 10.1.2 [Extension of Payment, etc.] and 10.1.3 [Release of Collateral or Guarantor]), all of such Lender's obligations under this Agreement or any other Loan Document shall remain unchanged, and all amounts payable by any Loan Party hereunder or thereunder shall be determined as if such Lender had not sold such participation. Any assignee or participant which is not incorporated under the Laws of the United States of America or a state thereof shall deliver to the Borrower and the Agent the form of certificate described in Section 10.17.1 [Tax Withholding] relating to federal income tax withholding. Each Lender may furnish any publicly available information concerning any Loan Party or its Subsidiaries and any other information concerning any Loan Party or its Subsidiaries in the possession of such Lender from time to time to assignees and participants (including prospective assignees or participants), provided that such assignees and participants agree to be bound by the provisions of Section 10.12 [Confidentiality].

(b) Designation.

(i) Notwithstanding anything to the contrary contained herein, any Lender (a "Designating Lender") may grant to one or more special purpose funding vehicles (each, an "SPV"), identified as such in writing from time to time by the Designated Lender to the Agent and the Borrower, the option to provide to the Borrower all or any part of any Term Loan that such Designating Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided that (x) nothing herein shall constitute a commitment by any SPV to make any Term Loan, (y) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of such Term Loan, the Designating Lender shall be obligated to make such Term Loan pursuant to the terms hereof and (z) the Designating Lender shall remain liable for any indemnity or other payment obligation with respect to its Commitment hereunder. The making of a Term Loan by an SPV hereunder shall utilize the Commitment of the Designating Lender to the same extent, and as if, such Term Loan were made by such Designating Lender.

(ii) As to any Term Loans or portion thereof made by it, each SPV shall have all the rights that a Lender making such Term Loans or portion thereof would have had under this Agreement; provided, however, that each SPV shall have granted to its Designating Lender an irrevocable power of attorney, to deliver and receive all communications and notices under this Agreement (and any Loan Documents) and to exercise, on such SPV's behalf, all of such SPV's voting rights under this Agreement. No additional Note shall be required to evidence the Term Loans or portion thereof made by an SPV; and the related Designating Lender shall be deemed to hold its Note as agent for such SPV to the extent of the Term Loans or portion thereof funded by such SPV. In addition, any payments for the account of any SPV shall be paid to its Designating Lender as agent for such SPV. Notwithstanding any term or condition hereof, no SPV, unless it shall have become a Lender hereunder in accordance with the terms of Section 10.11.2(a), shall be a party hereto or have any right to vote or give or withhold its consent under this Agreement. The Agent shall have no duty or obligation to give any notices required to be delivered hereunder to any SPV.

(iii) Each party hereto hereby agrees that no SPV shall be liable for any indemnity or payment under this Agreement for which a Lender would otherwise

be liable. In furtherance of the foregoing, each party hereto hereby agrees (which agreements shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the later of (x) payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, (y) the payment in full of all Term Loans, and (z) the termination of all Commitments, it will not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof, provided that the Designating Lender for each SPV hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage and expense arising out of the inability to institute any such proceeding against such SPV.

(iv) In addition, notwithstanding anything to the contrary contained in this Section 10.11.2(b) or otherwise in this Agreement (other than the proviso set forth directly below in this Section 10.11.2(b), any SPV may (y) with notice to, but without the prior written consent of the Borrower or the Agent, at any time and without paying any processing fee therefor, assign or participate all or a portion of its interest in any Term Loans to the Designating Lender or to any financial institutions providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Term Loans and (z) disclose on a confidential basis any non public information relating to its Term Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancements to such SPV; provided, however, that in no event may any non-public financial information provided by the Borrower under Section 7.3 [Reporting Requirements] be provided by any SPV to any other Person. In no event shall the Borrower be obligated to pay to any SPV that has made a Term Loan any greater amount than the Borrower would have been obligated to pay under this Agreement if the Designating Lender had made such Term Loan. This Section 10.11.2(b) may not be amended without the written consent of any Designating Lender affected thereby.

10.11.3 Non-U.S. Assignees and Participants.

Each Lender or assignee or participant of a Lender that is not incorporated under the laws of the U.S. or a state thereof (and, upon the written request of the Agent, each other Lender or assignee or participant of a Lender) shall deliver to the Borrower and the Agent a Withholding Certificate as described in Section 10.17.1 [Tax Withholding] relating to federal income tax withholding. Each Lender may furnish any publicly available information concerning any Loan Party or its Subsidiaries and any other information concerning any Loan Party or its Subsidiaries in the possession of such Lender from time to time to assignees and participants (including prospective assignees or participants), provided that such assignees and participants agree to be bound by the provisions of Section 10.12 [Confidentiality].

10.11.4 Assignments by Lenders to Federal Reserve Banks.

Notwithstanding any other provision in this Agreement, any Lender may at any time pledge or grant a security interest in all or any portion of its rights under this Agreement, its Term Notes (if any) and the other Loan Documents to any Federal Reserve Bank without notice to or consent of the Borrower and the Agent, and any Lender which is an investment fund may pledge all or any portion of its Term Notes or Term Loans to its trustee in

support of its obligations to such trustee. No such pledge or grant of a security interest shall release the transferor Lender of its obligations hereunder or under any other Loan Document. In no event shall such Federal Reserve Bank or trustee, as a result of such pledge or grant of a security interest, be considered to be a "Lender" hereunder or be entitled to require the assigning Lender to take or omit to take any action hereunder. For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section 10.11 concerning assignments relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including any pledge or assignment by a Lender to any Federal Reserve Bank in accordance with applicable law.

10.12 Confidentiality.

10.12.1 General.

The Agent and the Lenders each agree to keep confidential all information obtained from any Loan Party or its Subsidiaries which is nonpublic and confidential or proprietary in nature (including any information the Borrower specifically designates in writing as confidential), except as provided below, and to use such information only in connection with their respective capacities under this Agreement and for the purposes contemplated hereby. The Agent and the Lenders shall be permitted to disclose such information (i) to outside legal counsel, accountants and other professional advisors who need to know such information in connection with the execution, administration and enforcement of this Agreement, subject to the agreement of such Persons to maintain the confidentiality, (ii) to assignees and participants as contemplated by Section 10.11 [Successors and Assigns], (iii) to any direct or indirect contractual counterparty in any swap, hedge or similar agreement or such contractual counterparty's professional advisor (so long as such contractual counterparty or professional advisor to such contractual counterparty agrees to be bound by the provisions of this Section 10.12.1) (iv) to the extent requested by any bank regulatory authority, or, with notice to the Borrower as permitted by applicable Law, as otherwise required by applicable Law or by any subpoena or other legal process, or in connection with any investigation or proceeding arising out of the transactions contemplated by this Agreement, (v) if it becomes publicly available other than as a result of a breach of this Agreement or becomes available from a source not known to be subject to confidentiality restrictions, (vi) any nationally recognized rating agency that requires access to information about the Lender's investment portfolio, (vii) in connection with the exercise, preservation or protection of any right or remedy hereunder or under the other Loan Documents, applicable law or in equity or (viii) if the Borrower shall have consented to such disclosure. Notwithstanding anything herein to the contrary, the information subject to this Section 10.12.1 shall not include, and the Agent and each Lender may disclose without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Income Tax Regulation Section 1.6011-4) of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to the Agent or such Lender relating to such tax treatment and tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws; provided that with respect to any document or similar item that in either case contains information concerning the tax treatment or tax structure of the transaction as well as other information, this sentence shall only apply to such portions of the document or

similar item that relate to the tax treatment or tax structure of the Term Loans and transactions contemplated hereby.

10.12.2 Sharing Information With Affiliates of the Lenders.

The Borrower acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to the Borrower or one or more of its Affiliates (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and the Borrower (on its own behalf and on behalf of its Subsidiaries) hereby authorizes each Lender to share any information delivered to such Lender by the Borrower and its Subsidiaries pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such Subsidiary or Affiliate of such Lender, it being understood that any such Subsidiary or Affiliate of any Lender receiving such information shall be bound by the provisions of Section 10.12.1 above as if it were a Lender hereunder. Such authorization shall survive the repayment of the Term Loans and other Obligations and the termination of the Commitments.

10.13 Counterparts.

This Agreement may be executed by different parties hereto on 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.

10.14 Agent's or Lender's Consent.

Whenever the Agent's or any Lender's consent is required to be obtained under this Agreement or any of the other Loan Documents as a condition to any action, inaction, condition or event, the Agent and each Lender shall be authorized to give or withhold such consent in its sole and absolute discretion and to condition its consent upon the giving of additional collateral, the payment of money or any other matter.

10.15 Exceptions.

The representations, warranties and covenants contained herein shall be independent of each other, and no exception to any representation, warranty or covenant shall be deemed to be an exception to any other representation, warranty or covenant contained herein unless expressly provided, nor shall any such exceptions be deemed to permit any action or omission that would be in contravention of applicable Law.

10.16 CONSENT TO FORUM; WAIVER OF JURY TRIAL.

THE BORROWER HEREBY IRREVOCABLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO THE BORROWER AT THE ADDRESS PROVIDED FOR IN SECTION 10.6 [NOTICES] AND

SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. THE BORROWER WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. THE BORROWER, THE AGENT, AND THE LENDERS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE COLLATERAL TO THE FULL EXTENT PERMITTED BY LAW.

10.17 Certifications From Lenders and Participants

10.17.1 Tax Withholding.

Each Lender or assignee or participant of a Lender that is not incorporated under the Laws of the U.S. or a state thereof (and, upon the written request of the Agent, each other Lender or assignee or participant of a Lender) agrees that it will deliver to each of the Borrower and the Agent two (2) duly completed appropriate valid Withholding Certificates (as defined under Section 1.1441-1(c)(16) of the Income Tax Regulations certifying its status (i.e., U.S. or foreign Person) and, if appropriate, making a claim of reduced, or exemption from, U.S. withholding tax on the basis of an income tax treaty or an exemption provided by the Internal Revenue Code. The term "Withholding Certificate" includes Form W-9; Form W-8BEN; Form W-8ECI; or, Form W-8IMY, and the related statements and certifications as required under Section 1.1441-1(c)(3) of the Income Tax Regulations; a statement described in Section 1.871-14(c)(2)(v) of the Income Tax Regulations; or, any other certificates under the Code or Income Tax Regulations that certify or establish the status of a payee or beneficial owner as a U.S. or foreign Person. Each Lender, assignee or participant required to deliver to the Borrower and the Agent a valid Withholding Certificate pursuant to the preceding sentence shall deliver such valid Withholding Certificate as follows: (A) each Lender which is a party hereto on the Borrowing Date shall deliver such valid Withholding Certificate at least five (5) Business Days prior to the first date on which any interest or fees are payable by the Borrower hereunder for the account of such Lender; (B) each assignee or participant shall deliver such valid Withholding Certificate at least five (5) Business Days before the effective date of such assignment or participation (unless the Agent in its sole discretion shall permit such assignee or participant to deliver such Withholding Certificate less than five (5) Business Days before such date in which case it shall be due on the date specified by the Agent). Each Lender, assignee or participant which so delivers a valid Withholding Certificate further undertakes to deliver to each of the Borrower and the Agent two (2) additional copies of such Withholding Certificate (or a successor form) on or before the date that such Withholding Certificate expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent Withholding Certificate so delivered by it, and such amendments thereto or extensions or renewals thereof as may be reasonably requested by the Borrower or the Agent. Notwithstanding the submission of a Withholding Certificate claiming a reduced rate of, or exemption from, U.S. withholding tax, the Agent shall be entitled to withhold U.S. federal income taxes at the full withholding rate unless the Lender, assignee or participant establishes pursuant to the foregoing that it is entitled to an exemption or that it is subject to a reduced rate or, if in its reasonable judgment the Agent is not required to do so under the due diligence requirements imposed upon a withholding agent under Section 1.1441-7(b) of the Income Tax Regulations. The Agent shall be indemnified under Section 1.1461-1(e) of the Income Tax

Regulations against any claims and demands of any Lender or assignee or participant of a Lender for the amount of any tax it deducts and withholds in accordance with regulations under Section 1441 of the Internal Revenue Code.

10.17.2 USA Patriot Act.

Each Lender or assignee or participant of a Lender that is not incorporated under the Laws of the U.S. or a state thereof (and is not excepted from the certification requirement contained in Section 313 of the USA Patriot Act and the applicable regulations because it is both (i) an affiliate of a depository institution or foreign bank that maintains a physical presence in the U.S. or foreign county, and (ii) subject to supervision by a banking authority regulating such affiliated depository institution or foreign bank) shall deliver to the Agent the certification, or, if applicable, recertification, certifying that such Lender is not a "shell" and certifying to other matters as required by Section 313 of the USA Patriot Act and the applicable regulations: (1) within 10 days after the Borrowing Date, and (2) as such other times as are required under the USA Patriot Act.

10.18 Requirements for Significant Subsidiaries.

Each Significant Subsidiary of the Borrower shall: (i) in the case of a Subsidiary which is not a party to the Guaranty Agreement, execute and deliver to the Agent a Guarantor Joinder in substantially the form attached hereto as Exhibit 1.1(G)(1) pursuant to which it shall join as a Guarantor each of the documents to which the Guarantors are parties; (ii) execute and deliver to the Agent documents, modified as appropriate to relate to such Subsidiary, (A) prior to the Borrowing Date, in the forms described in Section 6.1.1 [Officer's Certificate], 6.1.2 [Secretary's Certificate], 6.1.4 [Opinion of Counsel], 6.1.8 [Officer's Certificate Regarding No Material Adverse Change and Solvency], and 6.1.11 [Insurance] or (B) on or subsequent to the Borrowing Date, in the forms described in Section 6.2.1 [Officer's Certificate], 6.2.2 [Secretary's Certificate], 6.2.4 [Opinion of Counsel], 6.2.8 [Officer's Certificate Regarding No Material Adverse Change and Solvency], and 6.2.11 [Insurance], and (iii) deliver to the Agent such other documents and agreements as the Agent may reasonably request, with all documents and agreements delivered and all actions taken as required by this Section 10.18 to be to the satisfaction of the Agent. The Borrower shall deliver such Guarantor Joinder and related documents to the Agent in connection with a Permitted Acquisition as required in accordance with Section 7.2.4 and in the case of any other event or circumstance within thirty (30) Business Days after the end of the fiscal quarter in which such Subsidiary of the Borrower becomes a Significant Subsidiary. In addition, Canyon Fuel (assuming it is a Significant Subsidiary) shall join the Loan Documents as a Guarantor at such time as the Borrower can unilaterally, under the terms of the Canyon Fuel LLC Agreement, cause such joinder to occur.

10.19 Register.

The Agent, acting for this purpose as an agent of the Borrower, shall maintain at its address for notices referred to at Section 10.6 [Notices] a register (the "Register") and an account for each Lender in which the Agent will record the names and addresses of the Lenders and the Commitments of, and principal amount of the Term Loans owing to, each Lender from

time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Agent and the Lenders shall treat each Person whose name is recorded in the Register as the owner of the Commitments and the Term Loans recorded therein for all purposes of this Agreement; provided, however that the failure of the Agent to maintain the Register or an account for any Lender shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Term Loans made to the Borrower by such Lender in accordance with the terms of this Agreement. An assignment of any Term Loan shall be effective only upon appropriate entries with respect thereto being made in the Register. Any assignment or transfer of all or part of a Term Loan evidenced by a Term Note shall be registered on the Register only upon surrender for registration of assignment or transfer of the Term Note evidencing such Term Loan, accompanied by a duly executed Assignment and Assumption Agreement, and thereupon one or more new Term Notes in the same aggregate principal amount shall be issued by the Borrower in the appropriate amount(s) to the designated assignee and the assigning Lender, if such Lender retains any portion of its Term Loans, and the old Term Notes shall be returned by the Agent to the Borrower marked "replaced". The Agent shall maintain a copy of each Assignment and Assumption Agreement delivered to it as part of the Register. The Register shall be available for inspection by the Borrower, and the Lenders and their representatives (including counsel and accountants), at any reasonable time and from time to time upon reasonable prior notice. Upon its receipt of a duly completed Assignment and Assumption Agreement executed by an assigning Lender and an assignee and meeting the requirements set forth in Section 10.11.2 [Assignments and Participations by Lenders] hereof, the Agent shall (i) accept such Assignment and Assumption Agreement, (ii) record the information contained therein in the Register, and (iii) give prompt notice thereof to the Lenders. Notwithstanding anything to the contrary contained herein, no assignment under Section 10.11.2 shall be effective unless and until the Agent shall have recorded such assignment in the Register. The Agent shall record the name of the transferor, the name of the transferee, and the amount of the transfer in the Register after receipt of all documents required pursuant to Section 10.11.2 and such other documents as the Agent may reasonably request.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ARCH WESTERN RESOURCES, LLC
CREDIT AGREEMENT]

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

ATTEST:	ARCH WESTERN RESOURCES, LLC
/s/ JANET L. HORGAN	By: /s/ JAMES E. FLORCZAK
Janet L. Horgan	James E. Florczak
Secretary	Vice President and Treasurer

[Seal]

[SIGNATURE PAGE TO ARCH WESTERN RESOURCES, LLC
CREDIT AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION,
individually and as Agent

By: /s/ RICHARD C. MUNSICK

Name: Richard C. Munsick
Title: Managing Director

[SIGNATURE PAGE TO ARCH WESTERN RESOURCES, LLC
CREDIT AGREEMENT]

BNP PARIBAS

By: /s/ GABE ELLISOR

Name: Gabe Ellisor
Title: Vice President

By: /s/ POLLY SCHOTT

Name: Polly Schott
Title: Vice President

[SIGNATURE PAGE TO ARCH WESTERN RESOURCES, LLC
CREDIT AGREEMENT]

CITIBANK, N.A.

By: /s/ DANIEL J. MILLER

Name: Daniel J. Miller
Title: Vice President

[SIGNATURE PAGE TO ARCH WESTERN RESOURCES, LLC
CREDIT AGREEMENT]

N M ROTHSCHILD & SONS LIMITED

By: /s/ N.A. WOOD

Name: Nicholas Wood
Title: Assistant Director

By: /s/ D. R. LEWIS

Name: Debra Lewis
Title: Director

[SIGNATURE PAGE TO ARCH WESTERN RESOURCES, LLC
CREDIT AGREEMENT]

THE BANK OF NEW YORK

By: /s/ CRAIG J. ANDERSON

Name: Craig J. Anderson
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ ERIC HARTMAN

Name: Eric Hartman
Title: Vice President

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: /s/ DAVID L DRIGGERS

Name: David L. Driggers
Title: Managing Director

EXHIBIT 5.1

Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

October 31, 2003

Arch Western Finance, LLC
One CityPlace Drive, Suite 300
St. Louis Missouri 63141

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Arch Western Finance, LLC, a Delaware limited liability company (the "Company"), Arch Western Resources, LLC, a Delaware limited liability company ("Arch Western Resources"), Arch of Wyoming, LLC, a Delaware limited liability company ("Arch of Wyoming"), Mountain Coal Company, L.L.C., a Delaware limited liability company ("Mountain Coal"), and Thunder Basin Coal Company, L.L.C., a Delaware limited liability company ("Thunder Basin," and together with Arch Western Resources, Arch of Wyoming and Mountain Coal collectively, the "Guarantors") in connection with the Registration Statement on Form S-4 (File No. 333-107569) (the "Registration Statement") filed by the Company and the Guarantors with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration by the Company of $700,000,000 aggregate principal amount of its 6 3/4% Senior Notes due 2013 (the "Exchange Notes") and the guarantees of the Exchange Notes by the Guarantors (the "Guarantees"). The Exchange Notes and the Guarantees are proposed to be issued in accordance with the provisions of the Indenture (the "Indenture"), dated as of June 25, 2003, by and among the Company, the Guarantors and The Bank of New York, as Trustee.

In connection with rendering the opinions set forth below, we have examined the Registration Statement, the Prospectus contained therein, the Indenture, which is filed as an exhibit to the Registration Statement, the respective Certificates of Formation and Limited Liability Company Agreements of the Company and the Guarantors and resolutions adopted by the Board of Directors of the Company, and we have made such other investigation as we have deemed appropriate. We have examined and relied on certificates of public officials. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter we have made the assumptions that are customary in opinion letters of this kind, including the assumptions that each document submitted to us is

accurate and complete, that each such document that is an original is authentic, that each such document that is a copy conforms to an authentic original, and that all signatures (other than signatures on behalf of the Company or the Guarantors) on each such document are genuine. We have further assumed the legal capacity of natural persons, and we have assumed that each party to the documents we have examined or relied on (other than the Company and the Guarantors) has the legal capacity or authority and has satisfied all legal requirements that are applicable to that party to the extent necessary to make such documents enforceable against that party. We have not verified any of those assumptions.

We are opining herein as to the effect of the laws of the State of New York and the Delaware Limited Liability Company Act. We are not opining on, and we assume no responsibility for, the applicability to or effect on any of the matters covered herein of any other laws, the laws of any other jurisdiction, or the local laws of any jurisdiction.

Based on the foregoing, and subject to the foregoing and the additional qualifications and other matters set forth below, it is our opinion that the Exchange Notes and the Guarantee, when (a) the Company's outstanding 6 3/4% Senior Notes Due 2013 have been exchanged in the manner described in the Registration Statement, (b) the Exchange Notes and the Guarantees have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture, (c) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (d) all applicable provisions of "blue sky" laws have been complied with, will constitute valid and binding obligations of the Company and the Guarantors, respectively, enforceable against the Company and the Guarantors, respectively, in accordance with their terms, under the laws of the State of New York which are expressed to govern the same, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium (including, without limitation, all laws relating to fraudulent transfers), other similar laws relating to or affecting enforcement of creditors' rights generally, general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and limitations of the waiver of rights under usury laws, and will be entitled to the benefits of the Indenture.

We express no opinion as to the validity, legally binding effect or enforceability of any related provisions of the Indenture or the Exchange Notes that require or relate to payment of any interest at a rate or in an amount which a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or a forfeiture. In addition, we express no opinion as to the validity, legally binding effect or enforceability of the waiver of rights and defenses contained in the Indenture.

The foregoing opinions are rendered as of the date of this letter. We assume no obligation to update or supplement any of such opinions to reflect any changes of law or fact that may occur.

We hereby consent to the reference to us in the Registration Statement under the caption "Legal Matters."

Yours truly,

/s/ KIRKPATRICK & LOCKHART LLP

Exhibit 8.1

October 31, 2003

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Ladies and Gentlemen:

We have acted as counsel to Arch Western Finance, LLC ("Arch") in connection with the transactions described in Amendment Number 1 to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on October 31, 2003 (Registration No. 333-107569), of which a prospectus (the "Prospectus") forms a part. In that capacity, we have been requested to provide our opinions with respect to certain of the federal income tax consequences of the transactions described in the Prospectus. Except as otherwise indicated herein, all terms used in this letter have the meaning assigned to them in the Prospectus.

Our opinions are based on our understanding of the relevant facts concerning the transactions described in the Prospectus. We have examined and are familiar with (1) the Registration Statement, and (2) such other documents as we have considered necessary for rendering our opinions. In connection with rendering our opinions, we have also assumed (without any independent investigation) that:

1. Original documents (including signatures) are authentic, documents submitted to us as copies conform to the original documents, and there has been (or will be by the consummation of the transactions described in the Prospectus) due execution and delivery of all documents where due execution and delivery are prerequisites to effectiveness thereof;

2. Any statement made in any of the documents referred to herein, "to the best of the knowledge" of any person or party is correct without such qualification;

3. All statements, descriptions and representations contained in any of the documents referred to herein or otherwise made to us are true and correct in all material respects and no actions have been (or will be) taken that are inconsistent with such representations; and

4. All transactions described in the Prospectus will be consummated in accordance with the definitive agreements filed as exhibits to the Registration Statement (without any waiver, breach or amendment of any of the provisions thereof).

5. The transactions described in the Prospectus will be reported by Arch, any relevant affiliate of Arch and holders of notes for United States federal income tax purposes in a manner consistent with the opinions expressed below.

Our opinions are based on the Internal Revenue Code of 1986, as amended (the "Code"), regulations promulgated thereunder by the United States Treasury Department (the "Regulations"), Internal Revenue Service rulings, and court cases interpreting the Code and the Regulations, all as in effect as of the date of this letter. Any of the Code, Regulations, rulings, or judicial decisions relied upon could be changed, perhaps retroactively, to affect adversely the federal income tax consequences of the transactions described in the Prospectus. Although the opinions expressed in this letter are based on our best interpretations of existing sources of law, no assurance can be given that such interpretations would be followed if they became the subject of judicial or administrative proceedings.

We have reviewed the section of the Prospectus entitled "Material U.S. Federal Income Tax Considerations." In our opinion, subject to the limitations, exceptions, assumptions and conditions set forth in such section and in this letter, the legal conclusions contained therein as they relate to United States federal income tax matters represent our opinion as of the date hereof. We are expressing our opinions only with respect to the foregoing matters and no opinion should be inferred as to any other matters.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. We also consent to the references in the Prospectus made to Kirkpatrick & Lockhart LLP in connection with the descriptions, discussions or summaries of United States federal income tax matters, including references under the heading captioned "Material U.S. Federal Income Tax Considerations."

Very truly yours,

/s/ KIRKPATRICK & LOCKHART LLP

Exhibit 12.1

Arch Western Resources
Ratio of Earnings to Combined Fixed Charges and Preference Dividends
(Dollars in millions, except ratios)

	Year ended December 31,					Six Months Ended June 30,	
	1998	1999	2000	2001	2002	2002	2003
Earnings:							
Income (loss) from operations	(5,032)	27,152	12,451	60,370	49,824	12,971	36,483
Fixed charges net of capitalized interest	30,943	51,831	49,370	46,908	44,161	21,949	21,291
Amortization of capitalized interest	-	-	56	40	133	20	20
Earnings before taxes and fixed charges	25,911	78,983	61,877	107,318	94,118	34,940	57,794
Combined fixed charges and preference dividends:							
Interest expense	29,282	49,950	46,957	44,638	43,605	21,567	20,557
Capitalized interest	(39)	(1,190)	-	-	(711)	(287)	-
Dividends on preferred membership interest	57	95	96	95	95	48	48
Portions of rent which represent an interest factor	1,700	3,071	2,413	2,270	1,267	622	687
Total combined fixed charges and preference dividends	31,000	51,926	49,370	47,003	44,256	21,949	21,291
RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERENCE DIVIDENDS	(a)	1.52	1.25	2.29	2.13	1.59	2.71

(a) The deficiency of earnings to cover fixed charges and preference dividends was 5,032 for the year ended December 31, 1998.

Exhibit 23.1

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated January 22, 2003 (except for Notes 13 and 16, as to which the date is May 23, 2003) in the Registration Statement (Form S-4 No. 333-107569) and related Prospectus of Arch Western Finance Company for the registration of $700,000,000 of senior notes.

We also consent to the incorporation by reference herein of our report dated January 22, 2003 with respect to the financial statements and schedule of Arch Coal, Inc. for the years ended December 31, 2002, 2001, and 2000, included in the Annual Report (Form 10-K) for 2002 filed with the Securities and Exchange Commission.

We also consent to the incorporation by reference herein of our report dated January 22, 2003 with respect to the financial statements of Canyon Fuel Company, LLC for the years ended December 31, 2002, 2001, and 2000, incorporated by reference to the Arch Coal, Inc. Annual Report (Form 10-K) for 2002 filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

St. Louis, Missouri
October __, 2003

EXHIBIT 99.1

FORM OF LETTER OF TRANSMITTAL
FOR
$700,000,000
6 3/4% SENIOR NOTES DUE 2013
OF
ARCH WESTERN FINANCE, LLC

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M.,
NEW YORK CITY TIME, ON __________, 2003 (THE "EXPIRATION DATE"),
UNLESS EXTENDED BY ARCH WESTERN FINANCE, LLC

The Exchange Agent is:

THE BANK OF NEW YORK.

By Registered or Certified Mail:
Corporate Trust Operations
Reorganization Unit
101 Barclay Street - 7 East
New York, New York 10286
Attention: William Buckley

By Hand or Overnight Courier:
Corporate Trust Operations
Reorganization Unit
101 Barclay Street - 7 East
New York, New York 10286
Attention: William Buckley

By Facsimile:
(212) 298-1915

(For Eligible Institutions Only)
By Telephone:
(212) 815-5788

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

The undersigned acknowledges receipt of the Prospectus dated _______ __, 2003 (the "Prospectus") of Arch Western Finance, LLC (the "Company") and this Letter of Transmittal (the "Letter of Transmittal"), which together describe the Company's offer (the "Exchange Offer") to exchange its 6 3/4% Senior Notes Due 2013, which have been registered under the Securities Act of 1933, as amended (the "Registered Notes"), for each of its 6 3/4% Senior Notes Due 2013 (the "Outstanding Notes" and, together with the Registered Notes, the "Notes") from the holders thereof.

The terms of the Registered Notes are substantially identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Outstanding Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Registered Notes are freely transferable by holders thereof (except as provided herein or in the Prospectus) and are not subject to any covenant regarding registration under the Securities Act.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT.

The undersigned has checked the appropriate boxes below and signed this Letter of Transmittal to indicate that action the undersigned desires to take with respect to the Exchange Offer.

PLEASE READ THE ENTIRE
LETTER OF TRANSMITTAL AND THE PROSPECTUS
CAREFULLY BEFORE CHECKING ANY BOX BELOW

List below the Outstanding Notes to which this Letter of Transmittal relates. If the space indicated is inadequate, the certificate numbers and aggregate principal amounts should be listed on a separately signed schedule affixed hereto.

DESCRIPTION OF OUTSTANDING NOTES TENDERED HEREBY

Name(s) and Address(es) of Registered Holder(s) (Please fill in)	Certificate Number(s)*	Aggregate Principal Amount Represented by Outstanding Notes	Principal Amount Tendered**
	Total		

*   Need not be completed by book-entry holders.

**   Unless otherwise indicated, the holder will be deemed to have tendered the full aggregate principal amount represented by such Outstanding Notes. See Instruction 2.

Holders of Outstanding Notes whose Outstanding Notes are not immediately available or who cannot deliver all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Outstanding Notes according to the guaranteed delivery procedures set forth in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Outstanding Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Outstanding Notes are held by record by The Depository Trust Company ("DTC").

[ ] CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY AND COMPLETE THE FOLLOWING:

Name of Registered Holder(s): ____

Name of Eligible Institution
that Guaranteed Delivery: ____

Date of Execution of Notice
of Guaranteed Delivery: ____

If Delivered by Book Entry Transfer:

Name of Tendering
Institution: ____

Account Number: ____

Transaction Code Number: ____

[ ] CHECK HERE IF REGISTERED NOTES ARE TO BE DELIVERED TO A PERSON OTHER THAN THE PERSON SIGNING THIS LETTER OF TRANSMITTAL:

Name: ____

Address: ____

[ ] CHECK HERE IF REGISTERED NOTES ARE TO BE DELIVERED TO AN ADDRESS DIFFERENT FROM THAT LISTED ELSEWHERE IN THIS LETTER OF TRANSMITTAL:

Name: ____

Address: ____

[ ] CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED OUTSTANDING NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET- MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO:

Name: ____

Address: ____

If the undersigned is not a broker-dealer, the undersigned represents that it acquired the Outstanding Notes in the ordinary course of its business, is not engaged in, and does not intend

to engage in, a distribution of Registered Notes, and it has no arrangements or understandings with any person to participate in a distribution of Registered Notes. If the undersigned is a broker-dealer that will receive Registered Notes for its own account in exchange for Outstanding Notes, it represents that the Outstanding Notes to be exchanged for Registered Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such Registered Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may not participate in the Exchange Offer with respect to Outstanding Notes acquired other than as a result of market-making activities or other trading activities. Any holder who is an "affiliate" of the Company or who has an arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, or any broker-dealer who purchased Outstanding Notes from the Company to resell pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act must comply with the registration and prospectus delivery requirements under the Securities Act.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

LADIES AND GENTLEMEN:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Company the principal amount of the Outstanding Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Outstanding Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to such Outstanding Notes as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that said Exchange Agent also acts as the agent of the Company in connection with the Exchange Offer) to cause the Outstanding Notes to be assigned, transferred and exchanged.

The undersigned represents and warrants that it has full power and authority to tender, exchange, assign and transfer the Outstanding Notes and to acquire Registered Notes issuable upon the exchange of such tendered Outstanding Notes, and that when the same are accepted for exchange, the Company will acquire good and unencumbered title to the tendered Outstanding Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Outstanding Notes or transfer ownership of such Outstanding Notes on the account books maintained by DTC. The undersigned further agrees that the acceptance of any and all validly tendered Outstanding Notes by the Company and the issuance of Exchange Notes in exchange therefore shall constitute performance in full by all parties to that Registration Rights Agreement, dated as of June 25, 2003 (the "Registration Rights Agreement"), by and among the Company, Arch Coal, Inc., the guarantors named therein and the initial purchasers of the Outstanding Notes and that no such party shall have any further obligations or liabilities thereunder except as provided in Section 3 of such agreement. The undersigned will comply with its obligations under the Registration Rights Agreement. The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offer - - Conditions." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Company), as more particularly set forth in the Prospectus, the Company may not be required to exchange any of the Outstanding Notes tendered hereby and, in such event, the Outstanding Notes not exchanged will be returned to the undersigned at the address shown below unless indicated otherwise above, promptly following the expiration or termination of the Exchange Offer. In addition, the Company may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth in the Prospectus under "The Exchange Offer - Conditions" occur.

The undersigned understands that tenders of Outstanding Notes pursuant to any one of the procedures described in the Prospectus and in the instructions attached hereto will, upon the Company's acceptance for exchange of such tendered Outstanding Notes, constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Exchange Offer. The undersigned recognizes that, under circumstances set

forth in the Prospectus, the Company may not be required to accept for exchange any of the Outstanding Notes.

By tendering Outstanding Notes and executing this Letter of Transmittal, the undersigned represents that Exchange Notes acquired in the exchange will be obtained in the ordinary course of business of the undersigned, that the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of such Exchange Notes, that the undersigned is not an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act and that if the undersigned or the person receiving such Exchange Notes, whether or not such person is the undersigned, is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the undersigned or the person receiving such Exchange Notes, whether or not such person is the undersigned, is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

Any holder of Outstanding Notes using the Exchange Offer to participate in a distribution of the Exchange Notes (1) cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its interpretive letter with respect to Exxon Capital Holdings Corporation (available April 13, 1989) or similar interpretive letters and (ii) must comply with the registration and prospectus requirements of the Securities Act in connection with a secondary resale transaction.

All authority herein conferred or agreed to be conferred shall survive the death, bankruptcy or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Tendered Outstanding Notes may be withdrawn at any time prior to the Expiration Date in accordance with the terms of this Letter of Transmittal. Except as stated in the Prospectus, this tender is irrevocable.

Certificates for all Exchange Notes delivered in exchange for tendered Outstanding Notes and any Outstanding Notes delivered herewith but not exchanged, and registered in the name of the undersigned, shall be delivered to the undersigned at the address shown below the signature of the undersigned.

The undersigned, by completing the box entitled "Description of Outstanding Notes Tendered Herewith" above and signing this Letter of Transmittal will be deemed to have tendered the Outstanding Notes as set forth in such box.

TENDERING HOLDER(S) SIGN HERE
(COMPLETE ACCOMPANYING SUBSTITUTE FORM W-9)

MUST BE SIGNED BY REGISTERED HOLDER(S) EXACTLY AS NAME(S) APPEAR(S) ON CERTIFICATE(S) FOR OUTSTANDING NOTES HEREBY TENDERED OR IN WHOSE NAME OUTSTANDING NOTES ARE REGISTERED ON THE BOOKS OF DTC OR ONE OF ITS PARTICIPANTS, OR BY ANY PERSON(S) AUTHORIZED TO BECOME THE REGISTERED HOLDER(S) BY ENDORSEMETNS AND DOCUMENTS TRANSMITTED HEREWTH. IF SIGNATURE IS BY A TRUSTEE, EXECUTOR, ADMINISTRATOR, GUARDIAN, ATTORNEY-IN-FACT, OFFICER OF A CORPORATION OR OTHER PERSON ACTING IN A FIDUCIARY OR REPRESENTATIVE CAPACITY, PLEASE SET FORTH THE FULL TITLE OF SUCH PERSON. SEE INSTRUCTION 3.

____

____
(Signature(s) of Holder(s))

Date: ____

Name(s): ____

____

Capacity (full title): ____

Address: ____

____
(Including Zip Code)

Daytime Area Code
and Telephone Number: ____

Taxpayer Identification No.: ____

GUARANTEE OF SIGNATURE(S)
(If Required -- See Instruction 3)

Authorized Signature: ____

Date: ____

Name(s): ____

Title: ____

Name of Firm: ____

Address: ____
(Including Zip Code)

Area Code and Telephone No.: ____

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 3 AND 4)

To be completed ONLY if Exchange Notes or Outstanding Notes not tendered are to be issued in the name of someone other than the registered holder of the Outstanding Notes whose name(s) appear(s) above.

Issue: [ ] Outstanding Notes not tendered to:
[ ] Exchange Notes to:

Name(s): ____
(Please Print)

Address: ____

____
(Include Zip Code)

Daytime Area Code
and Telephone Number: ____

Taxpayer Identification No.: ____

____

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 3 AND 4)

To be completed ONLY if Exchange Notes or Outstanding Notes not tendered are to be sent to someone other than the registered holder of the Outstanding Notes whose name(s) appear(s) above, or such registered holder(s) at an address other than that shown above.

Mail: [ ] Outstanding Notes not tendered to:
[ ] Exchange Notes to:

Name(s): ____
(Please Print)

Address: ____

____
(Include Zip Code)

Area Code and
Telephone Number: ____

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. DELIVERY OF THIS LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES. A holder of Outstanding Notes may tender the same by (i) properly completing and signing this Letter of Transmittal or a facsimile hereof (all references in the Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates, if applicable, representing the Outstanding Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date, or (ii) complying with the procedure for book-entry transfer described below, or (iii) complying with the guaranteed delivery procedures described below.

Holders of Outstanding Notes may tender Outstanding Notes by book-entry transfer by crediting the Outstanding Notes to the Exchange Agent's account at DTC in accordance with DTC's Automated Tender Offer Program ("ATOP") and by complying with applicable ATOP procedures with respect to the Exchange Offer. DTC participants that are accepting the Exchange Offer should transmit their acceptance to DTC, which will edit and verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Outstanding Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, the DTC participant confirms on behalf of itself and the beneficial owners of such Outstanding Notes all provisions of this Letter of Transmittal (including any representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent.

DELIVERY OF THE AGENT'S MESSAGE BY DTC WILL SATISFY THE TERMS OF THE EXCHANGE OFFER AS TO EXECUTION AND DELIVERY OF A LETTER OF TRANSMITTAL BY THE PARTICIPANT IDENTIFIED IN THE AGENT'S MESSAGE. DTC PARTICIPANTS MAY ALSO ACCEPT THE EXCHANGE OFFER BY SUBMITTING A NOTICE OF GUARANTEED DELIVERY THROUGH ATOP.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, THE OUTSTANDING NOTES AND ANY OTHER REQUIRED DOCUMENTS IS AT THE ELECTION AND RISK OF THE HOLDER AND, EXCEPT AS OTHERWISE PROVIDED BELOW, THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED OR CONFIRMED BY THE EXCHANGE AGENT. IF SUCH DELIVERY IS BY MAIL, IT IS SUGGESTED THAT REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, BE USED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO PERMIT TIMELY DELIVERY. NO OUTSTANDING NOTES OR LETTERS OF TRANSMITTAL SHOULD BE SENT TO THE COMPANY.

Holders whose Outstanding Notes are not immediately available or who cannot deliver their Outstanding Notes and all other required documents to the Exchange Agent on or prior to the Expiration Date, or comply with book-entry transfer procedures on a timely basis, must tender their Outstanding Notes pursuant to the guaranteed delivery procedure set forth in the Prospectus. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution (as defined below); (ii) on or prior to the Expiration Date, the Exchange Agent must have received from such Eligible Institution a letter, telegram or facsimile transmission (receipt confirmed by telephone and an original delivered by guaranteed overnight courier) setting forth the name and address of the tendering holder, the names in which such Outstanding Notes are registered, and, if applicable, the certificate numbers of the Outstanding Notes to be tendered; and (iii) all tendered Outstanding Notes (or a confirmation of any book-entry transfer of such Outstanding Notes into the Exchange Agent's account at a book-entry transfer facility) as well as this Letter of Transmittal and all other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three New York Stock Exchange trading days after the date of execution of such letter, telegram or facsimile transmission, all as provided in the Prospectus.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of the Outstanding Notes for exchange.

2. PARTIAL TENDERS; WITHDRAWALS. If less than the entire principal amount of Outstanding Notes evidenced by a submitted certificate is tendered, the tendering holder must fill in the aggregate principal amount of Outstanding Notes tendered in the box entitled "Description of Outstanding Notes Tendered Herewith." A newly issued certificate for the Outstanding Notes submitted but not tendered will be sent to such holder as soon as practicable after the Expiration Date. All Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise clearly indicated.

If not yet accepted, a tender pursuant to the Exchange Offer may be withdrawn prior to the Expiration Date.

To be effective with respect to the tender of Outstanding Notes, a written notice of withdrawal must: (i) be received by the Exchange Agent at one of the addresses for the Exchange Agent set forth above before the Company notifies the Exchange Agent that it has accepted the tender of Outstanding Notes Pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Outstanding Notes to be withdrawn; (iii) identify the Outstanding Notes to be withdrawn (including the principal amount of such Outstanding Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Outstanding Notes and the principal amount of Outstanding Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Outstanding Notes exchanged; and (v) be signed by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee). The Exchange Agent will return the properly withdrawn Outstanding Notes promptly following receipt of a notice of withdrawal. If Outstanding Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-

entry transfer facility to be credited with the withdrawn Outstanding Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by the Company, and such determination will be final and binding on all parties.

Any Outstanding Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Outstanding Notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Outstanding Notes tendered by book-entry transfer into the Exchange Agent's account at the book-entry transfer facility pursuant to the book-entry transfer procedures described above, such Outstanding Notes will be credited to an account with such book-entry transfer facility specified by the holder) as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Outstanding Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer -- Procedures for Tendering" in the Prospectus at any time prior to the Expiration Date.

3. SIGNATURES ON THIS LETTER OF TRANSMITTAL; WRITTEN INSTRUMENTS AND ENDORSEMENTS; GUARANTEES OF SIGNATURES. If this Letter of Transmittal is signed by the registered holder(s) of the Outstanding Notes tendered hereby, the signature must correspond with the name(s) as written on the face of the certificates without alteration, enlargement or any change whatsoever.

If any of the Outstanding Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Outstanding Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal as there are different registrations of Outstanding Notes.

When this Letter of Transmittal is signed by the registered holder or holders (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Outstanding Notes) of Outstanding Notes listed and tendered hereby, no endorsements of certificates or separate written instruments of transfer or exchange are required.

If this Letter of Transmittal is signed by a person other than the registered holder or holders of the Outstanding Notes listed, such Outstanding Notes must be endorsed or accompanied by separate written instruments of transfer or exchange in form satisfactory to the Company and duly executed by the registered holder, in either case signed exactly as the name or names of the registered holder or holders appear(s) on the Outstanding Notes.

If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so

indicate when signing and, unless waived by the Company, proper evidence satisfactory to the Company of their authority so to act must be submitted.

Endorsements on certificates or signatures on separate written instruments of transfer or exchange required by this Instruction 3 must be guaranteed by an Eligible Institution.

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution unless Outstanding Notes are tendered: (i) by a holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Institution (as defined below). In the event that the signatures in this Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantees must be by an eligible guarantor institution which is a member of a firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or another "eligible institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (an "Eligible Institution"). If Outstanding Notes are registered in the name of a person other than the signer of this Letter of Transmittal, the Outstanding Notes surrendered for exchange must be endorsed by, or be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Company, in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Institution.

4. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. Tendering holders should indicate, as applicable, the name and address to which the Exchange Notes or certificates for Outstanding Notes not exchanged are to be issued or sent, if different from the name and address of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number of the person named must also be indicated. Holders tendering Outstanding Notes by book-entry transfer may request that Outstanding Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate.

5. TRANSFER TAXES. The Company shall pay all transfer taxes, if any, applicable to the transfer and exchange of Outstanding Notes to it or its order pursuant to the Exchange Offer, except in the case of deliveries of certificates for Outstanding Notes for Exchange Notes that are to be registered or issued in the name of any person other than the holder of Outstanding Notes tendered thereby. If a transfer tax is imposed for any reason other than the transfer and exchange of Outstanding Notes to the Company or its order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exception therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder.

6. WAIVER OF CONDITIONS. The Company reserves the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offer set forth in the Prospectus.

7. MUTILATED, LOST, STOLEN OR DESTROYED SECURITIES. Any holder whose Outstanding Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated below for further instructions.

8. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth above. In addition, all questions relating to the Exchange Offer, as well as requests for assistance or additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number indicated above.

If backup withholding applies, the Exchange Agent is required to withhold 28% of any payments to be made to the holder of Outstanding Notes. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by filing a tax return with the Internal Revenue Service. The Exchange Agent cannot refund amounts withheld by reason of backup withholding.

9. IRREGULARITIES. All questions as to the validity, form, eligibility (including time of receipt), and acceptance of Letters of Transmittal or Outstanding Notes will be resolved by the Company, whose determination will be final and binding. The Company reserves the absolute right to reject any or all Letters of Transmittal or tenders that are not in proper form or the acceptance of which would, in the opinion of the Company's counsel, be unlawful. The Company also reserves the right to waive any irregularities or conditions of tender as to the particular Outstanding Notes covered by any Letter of Transmittal or tendered pursuant to such Letter of Transmittal. Neither the Company, the Exchange Agent nor any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Company's interpretation of the terms and conditions of the Exchange Offer shall be final and binding.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE OR COPY THEREOF (TOGETHER WITH CERTIFICATES OF OUTSTANDING NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a holder of Outstanding Notes whose Outstanding Notes are accepted for exchange may be subject to backup withholding unless the holder provides The Bank of New York, as Paying Agent (the "Paying Agent"), through the Exchange Agent, with either (i) such holder's correct taxpayer identification number ("TIN") on Substitute Form W-9 attached hereto, certifying (A) that the TIN provided on Substitute Form W-9 is correct (or that such holder of Outstanding Notes is awaiting a TIN), (B) that the holder of Outstanding Notes is not subject to backup withholding because (x) such holder of Outstanding

Notes is exempt from backup withholding, (y) such holder of Outstanding Notes has not been notified by the Internal Revenue Service that he or she is subject to backup withholding as a result of a failure to report all interest or dividends, or (z) the Internal Revenue Service has notified the holder of Outstanding Notes that he or she is no longer subject to backup withholding and (C) that the holder of Outstanding Notes is a U.S. person (including a U.S. resident alien); or (ii) an adequate basis for exemption from backup withholding. If such holder of Outstanding Notes is an individual, the TIN is such holder's social security number. If the Paying Agent is not provided with the correct TIN, the holder of Outstanding Notes may also be subject to certain penalties imposed by the Internal Revenue Service.

Certain holders of Outstanding Notes (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. However, exempt holders of Outstanding Notes should indicate their exempt status on Substitute Form W-9. For example, a corporation should complete the Substitute Form W-9, providing its TIN and indicating that it is exempt from backup withholding. In order for a foreign individual to qualify as an exempt recipient, the holder must submit a Form W-8BEN, signed under penalties of perjury, attesting to that individual's exempt status. A Form W-8BEN can be obtained from the Paying Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions.

If backup withholding applies, the Paying Agent is required to withhold 28% of any payments made to the holder of Outstanding Notes or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service, provided the required information is furnished.

The box in Part 3 of the Substitute Form W-9 may be checked if the surrendering holder of Outstanding Notes has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the holder of Outstanding Notes or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Paying Agent will withhold 28% of all payments made prior to the time a properly certified TIN is provided to the Paying Agent and, if the Paying Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service.

The holder of Outstanding Notes is required to give the Paying Agent the TIN (e.g., social security number or employer identification number) of the record owner of the Outstanding Notes. If the Outstanding Notes are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

THIS SUBSTITUTE FORM W-9 MUST BE COMPLETED AND SIGNED. PLEASE PROVIDE YOUR SOCIAL SECURITY NUMBER OR OTHER TAXPAYER IDENTIFICATION NUMBER ON THE FOLLOWING SUBSTITUTE FORM W-9 AND CERTIFY THEREIN THAT YOU ARE NOT SUBJECT TO BACKUP WITHHOLDING.

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE PAYOR'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN)	Part 1--PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	____________________ Name
	Part 2 -- Check the box if you are not subject to backup withholding under the provisions of the Internal Revenue Code because (1) you are exempt from backup withholding, (2) you have not been notified that you are subject to backup withholding as a result of failure to report all interest or dividends or (3) the Internal Revenue Service has notified you that you are no longer subject to backup withholding. ( )	______________________ Social Security Number OR _______________________ Employer Identification Number
	The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
	CERTIFICATION: Under penalties of perjury, I certify that I am a U.S. person and that the information provided on this form is true, correct and complete. Signature:___________________ Date:_______________________	Part 3 - Awaiting TIN [ ]

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAX IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Officer or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 28% of all reportable payments made to me thereafter will be withheld.

SIGNATURE: ______________________________________ DATE______________

FORM OF NOTICE OF GUARANTEED DELIVERY
ARCH WESTERN FINANCE, LLC
OFFER TO EXCHANGE
ALL OF THE OUTSTANDING
6 3/4% SENIOR NOTES DUE 2013
FOR
6 3/4% SENIOR NOTES DUE 2013
REGISTERED UNDER THE SECURITIES ACT OF 1933,

Registered Holders of outstanding 6 3/4% Senior Notes due 2013 (the "Outstanding Notes") who wish to tender their Outstanding Notes in exchange for a like principal amount of new 6 3/4% Senior Notes due 2013 (the "Registered Notes") and whose Outstanding Notes are not immediately available or who cannot deliver their Outstanding Notes and Letter of Transmittal (and any other documents required by the Letter of Transmittal) to The Bank of New York (the "Exchange Agent") prior to the Expiration Date, may use this Notice of Guaranteed Delivery or one substantially equivalent hereto. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission (receipt confirmed by telephone and an original delivered by guaranteed overnight courier) or mail to the Exchange Agent. See "The Exchange Offer - Procedures for Tendering" in the Prospectus.

The Exchange Agent for the Exchange Offer is:

THE BANK OF NEW YORK

By Registered or Certified Mail:	By Hand or Overnight Courier:
Corporate Trust Administration	Corporate Trust Administration
101 Barclay Street	101 Barclay Street
Room 8 West	Room 8 West
New York, New York 10286	New York, New York, 10286

By Facsimile:
(212) 815-5707

(For Eligible Institutions Only)
By Telephone:
(212) 815-5788

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an eligible institution (as defined in the Letter of Transmittal), such signature guarantee must appear in the applicable space provided on the Letter of Transmittal for Guarantee of Signatures.

Ladies and Gentlemen:

The undersigned hereby tenders the principal amount of Outstanding Notes indicated below, upon the terms and subject to the conditions contained in the Prospectus dated _______ __, 2003 of Arch Western Finance, LLC (the "Prospectus"), receipt of which is hereby acknowledged.

DESCRIPTION OF OUTSTANDING NOTES TENDERED

Name of Tendering Holder	Name and Address of Registered Holder as it appears on the Outstanding Notes (Please Print)	Certificate Number(s) of Outstanding Notes Tendered (or Account Number at Book-Entry Facility)	Principal Amount of Outstanding Notes Tendered

____

SIGN HERE

Name of Registered or Acting Holder: ____

Signature(s): ____

Name(s) (Please Print): ____

Address: ____

Telephone Number: ____

Date: ____

IF OUTSTANDING NOTES WILL BE TENDERED BY BOOK-ENTRY TRANSFER, PROVIDE THE FOLLOWING INFORMATION:

DTC Account Number: ____

Date: ____

THE FOLLOWING GUARANTEE MUST BE COMPLETED
GUARANTEE OF DELIVERY
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member of a recognized signature guarantee medallion program within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees to deliver to the Exchange Agent at one of its addresses set forth on the reverse hereof, the certificates representing the Outstanding Notes (or a confirmation of book-entry transfer of such Outstanding Notes into the Exchange Agent's account at The Depository Trust Company), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date (as defined in the Letter of Transmittal).

Name of Firm: ____________________________ ___________________________________
(Authorized signature)

Address: _________________________________ Title: ___________________________

____ Name: ____________________________
(Zip Code) (Please type or print)

Area Code and
Telephone No.: ___________________________ Date: ____________________________

____

NOTE: DO NOT SEND OUTSTANDING NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. OUTSTANDING NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

EXHIBIT 99.3

_______ __, 2003

EXCHANGE AGENT AGREEMENT

The Bank of New York
101 Barclay Street, 8W
New York, New York 10286

Attention: Corporate Trust Administration

Ladies and Gentlemen:

Arch Western Finance, LLC, a Delaware limited liability company (the "Company") proposes to make an offer (the "Exchange Offer") to exchange all of its 6 3/4% Senior Notes due 2013 (the "Old Securities") for its 6 3/4% Senior Notes due 2013 registered under the Securities Act of 1933, as amended (the "New Securities"). The terms and conditions of the Exchange Offer as currently contemplated are set forth in a prospectus, dated _______ __, 2003 (the "Prospectus"), proposed to be distributed to all record holders of the Old Securities. The Old Securities and the New Securities are collectively referred to herein as the "Securities".

The Company hereby appoints The Bank of New York to act as exchange agent (the "Exchange Agent") in connection with the Exchange Offer. References hereinafter to "you" shall refer to The Bank of New York.

The Exchange Offer is expected to be commenced by the Company on or about _______ __, 2003. The Letter of Transmittal accompanying the Prospectus (or in the case of book-entry securities, the Automated Tender Offer Program ("ATOP") of the Book-Entry Transfer Facility (as defined below)) is to be used by the holders of the Old Securities to accept the Exchange Offer and contains instructions with respect to the delivery of certificates for Old Securities tendered in connection therewith.

The Exchange Offer shall expire at 5:00 p.m., New York City time, on _______ __, 2003 or on such subsequent date or time to which the Company may extend the Exchange Offer (the "Expiration Date"). Subject to the terms and conditions set forth in the Prospectus, the Company expressly reserves the right to extend the Exchange Offer from time to time and may extend the Exchange Offer by giving oral (promptly confirmed in writing) or written notice to you before 9:00 a.m., New York City time, on the business day following the previously scheduled Expiration Date.

The Company expressly reserves the right to amend or terminate the Exchange Offer, and not to accept for exchange any Outstanding Notes not theretofore accepted for exchange, upon the occurrence of any of the conditions of the Exchange Offer specified in the Prospectus under the caption "Exchange Offer--Conditions." The Company will

give oral (promptly confirmed in writing) or written notice of any amendment, termination or nonacceptance to you as promptly as practicable.

In carrying out your duties as Exchange Agent, you are to act in accordance with the following instructions:

1. You will perform such duties and only such duties as are specifically set forth in the section of the Prospectus captioned "The Exchange Offer" or as specifically set forth herein; provided, however, that in no way will your general duty to act in good faith be discharged by the foregoing.

2. You will establish a book-entry account with respect to the Old Securities at The Depository Trust Company (the "Book-Entry Transfer Facility") for purposes of the Exchange Offer within two business days after the date of the Prospectus, and any financial institution that is a participant in the Book-Entry Transfer Facility's systems may make book-entry delivery of the Old Securities by causing the Book-Entry Transfer Facility to transfer such Old Securities into your account in accordance with the Book-Entry Transfer Facility's procedure for such transfer.

3. You are to examine each of the Letters of Transmittal and certificates for Old Securities (or confirmation of book-entry transfer into your account at the Book-Entry Transfer Facility) and any other documents delivered or mailed to you by or for holders of the Old Securities to ascertain whether: (i) the Letters of Transmittal and any such other documents are duly executed and properly completed in accordance with instructions set forth therein; and (ii) the Old Securities have otherwise been properly tendered. In each case where the Letter of Transmittal or any other document has been improperly completed or executed or any of the certificates for Old Securities are not in proper form for transfer or some other irregularity in connection with the acceptance of the Exchange Offer exists, you will endeavor to inform the presenters of the need for fulfillment of all requirements and to take any other action as may be reasonably necessary or advisable to cause such irregularity to be corrected.

4. With the approval of Janet L. Horgan, Esq., Assistant General Counsel of Arch Coal, Inc., a Delaware corporation ("Arch Coal"), (such approval, if given orally, to be promptly confirmed in writing) or any other party designated in writing, by her, you are authorized to waive any irregularities in connection with any tender of Old Securities pursuant to the Exchange Offer.

5. Tenders of Old Securities may be made only as set forth in the Letter of Transmittal and in the section of the Prospectus captioned "The Exchange Offer," and Old Securities shall be considered properly tendered to you only when tendered in accordance with the procedures set forth therein.

Notwithstanding the provisions of this Section 5, Old Securities which Janet L. Horgan, Esq., Assistant General Counsel of Arch Coal, shall approve as having been properly tendered shall be considered to be properly tendered (such approval, if given orally, shall be promptly confirmed in writing).

6. You shall advise the Company with respect to any Old Securities received subsequent to the Expiration Date and accept its instructions with respect to disposition of such Old Securities.

7. You shall accept tenders:

(a) in cases where the Old Securities are registered in two or more names only if signed by all named holders;

(b) in cases where the signing person (as indicated on the Letter of Transmittal) is acting in a fiduciary or a representative capacity only when proper evidence of his or her authority so to act is submitted; and

(c) from persons other than the registered holder of Old Securities, provided that customary transfer requirements, including payment of any applicable transfer taxes, are fulfilled.

You shall accept partial tenders of Old Securities where so indicated and as permitted in the Letter of Transmittal and deliver certificates for Old Securities to the registrar for split-up and return any untendered Old Securities to the holder (or such other person as may be designated in the Letter of Transmittal) as promptly as practicable after expiration or termination of the Exchange Offer.

8. Upon satisfaction or waiver of all of the conditions to the Exchange Offer, the Company will notify you (such notice, if given orally, to be promptly confirmed in writing) of its acceptance, promptly after the Expiration Date, of all Old Securities properly tendered and you, on behalf of the Company, will exchange such Old Securities for New Securities and cause such Old Securities to be cancelled. Delivery of New Securities will be made on behalf of the Company by you at the rate of $1,000 principal amount of New Securities for each $1,000 principal amount of the corresponding series of Old Securities tendered promptly after notice (such notice if given orally, to be promptly confirmed in writing) of acceptance of said Old Securities by the Company; provided, however, that in all cases, Old Securities tendered pursuant to the Exchange Offer will be exchanged only after timely receipt by you of certificates for such Old Securities (or confirmation of book-entry transfer into your account at the Book-Entry Transfer Facility), a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) with any required signature guarantees and any other required documents. You shall issue New Securities only in denominations of $1,000 or any integral multiple thereof.

9. Tenders pursuant to the Exchange Offer are irrevocable, except that, subject to the terms and upon the conditions set forth in the Prospectus and the Letter of Transmittal, Old Securities tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date.

10. The Company shall not be required to exchange any Old Securities tendered if any of the conditions set forth in the Exchange Offer are not met. Notice of

any decision by the Company not to exchange any Old Securities tendered shall be given (if given orally, to be promptly confirmed in writing) by the Company to you.

11. If, pursuant to the Exchange Offer, the Company does not accept for exchange all or part of the Old Securities tendered because of an invalid tender, the occurrence of certain other events set forth in the Prospectus under the caption "The Exchange Offer" or otherwise, you shall as soon as practicable after the expiration or termination of the Exchange Offer return those certificates representing unaccepted Old Securities (or effect appropriate book-entry transfer), together with any related required documents and the Letters of Transmittal relating thereto that are in your possession, to the persons who deposited them.

12. All certificates representing reissued Old Securities, unaccepted Old Securities or New Securities shall be forwarded by first-class mail.

13. You are not authorized to pay or offer to pay any concessions, commissions or solicitation fees to any broker, dealer, bank or other persons or to engage or utilize any person to solicit tenders.

14. As Exchange Agent hereunder you:

(a) shall not be liable for any act, omission to act or sufferance to exist, unless the same constitutes your own gross negligence or willful misconduct, and in no event shall you be liable to a securityholder, the Company or any third party for any special, punitive, indirect or consequential loss or damages of any kind whatsoever, or lost profits, arising in connection with this Agreement even if you have been advised of the likelihood of such loss or damage and regardless of the form of action;

(b) shall have no duties or obligations other than those expressly set forth herein or as may be subsequently agreed to in writing between you and the Company, and no implied duties or obligations shall be read into this Agreement against you. No provision in this Agreement shall require you to expend or risk your own funds or otherwise incur financial liability in the performance of any of your duties, or in the exercise of your rights and powers hereunder;

(c) will be regarded as making no representations and having no responsibilities as to the validity, sufficiency, value or genuineness of any of the certificates or the Old Securities represented thereby deposited with you pursuant to the Exchange Offer, and will not be required to and will make no representation as to the validity, value or genuineness of the New Securities or the Exchange Offer;

(d) shall not be obligated to take any legal action hereunder which might in your judgment involve any expense or liability, unless you shall have been furnished with indemnity satisfactory to you;

(e) may conclusively rely on and shall be fully protected in acting in reliance upon any certificate, instrument, opinion, notice, letter, telegram or

other document or security delivered to you and believed by you to be genuine and to have been signed or presented by the proper person or persons;

(f) may act upon any tender, statement, request, document, agreement, certificate or other instrument whatsoever not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which you shall in good faith believe to be genuine or to have been signed or presented by the proper person or persons;

(g) may conclusively rely on and shall be fully protected in acting upon written or oral instructions from any authorized officer of the Company;

(h) may consult with counsel of your selection with respect to any questions relating to your duties and responsibilities as Exchange Agent and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by you hereunder in good faith and in accordance with the advice or opinion of such counsel;

(i) shall not advise any person tendering Old Securities pursuant to the Exchange Offer as to the wisdom of making such tender or as to the market value or decline or appreciation in market value of any Old Securities;

(j) you shall not be liable for any action taken, suffered or omitted by you in good faith and believed by you to be authorized or within the discretion or rights or powers conferred upon you by this Agreement; and

(k) you shall not be responsible or liable for any failure or delay in the performance of your obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond your reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, terrorist acts, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service, accidents, labor disputes, and acts of civil or military authority or governmental actions, it being understood that you shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

15. You shall take such action as may from time to time be requested by the Company (and such other action as you may deem appropriate) to furnish copies of the Prospectus, Letter of Transmittal and Notice of Guaranteed Delivery (as defined in the Prospectus) or such other forms as may be approved from time to time by the Company, to all persons requesting such documents and to accept and comply with telephone requests for information relating to the Exchange Offer, provided that such information shall relate only to the procedures for accepting (or withdrawing from) the Exchange Offer and not the merits of the Exchange Offer. The Company will furnish you with copies of such documents on your request. All other requests for information

relating to the Exchange Offer shall be directed to the Company, Attention: Janet L. Horgan, Esq.

16. You shall advise by facsimile transmission: Janet L. Horgan, Esq., Assistant General Counsel of Arch Coal (at the facsimile number (314) 994-2734), and such other person or persons as the Company may request, daily (and more frequently during the week immediately preceding the Expiration Date if requested) up to and including the Expiration Date, as to the number of Old Securities which have been tendered pursuant to the Exchange Offer and the items received by you pursuant to this Agreement, separately reporting and giving cumulative totals as to items properly received and items improperly received. In addition, you will also inform, and cooperate in making available to, the Company or any such other person or persons upon oral request made from time to time prior to the Expiration Date of such other information as they may reasonably request. Such cooperation shall include, without limitation, the granting by you to the Company and such person as the Company may request of access to those persons on your staff who are responsible for receiving tenders, in order to ensure that immediately prior to the Expiration Date the Company shall have received information in sufficient detail to enable it to decide whether to extend the Exchange Offer. You shall prepare a final list of all persons whose tenders were accepted, the aggregate principal amount of Old Securities tendered, the aggregate principal amount of Old Securities accepted and deliver said list to the Company.

17. Letters of Transmittal and Notices of Guaranteed Delivery shall be stamped by you as to the date and, after the expiration of the Exchange Offer, the time, of receipt thereof and shall be preserved by you for a period of time at least equal to the period of time you preserve other records pertaining to the transfer of securities. You shall dispose of unused Letters of Transmittal and other surplus materials in accordance with your customary practices.

18. For services rendered as Exchange Agent hereunder, you shall be entitled to such compensation as set forth on Schedule I attached hereto. The provisions of this section shall survive the termination of this Agreement.

19. You hereby acknowledge receipt of the Prospectus and the Letter of Transmittal. Any inconsistency between this Agreement, on the one hand, and the Prospectus and the Letter of Transmittal (as they may be amended from time to time), on the other hand, shall be resolved in favor of the latter two documents, except with respect to your duties, liabilities and indemnification as Exchange Agent.

20. The Company covenants and agrees to fully indemnify and hold you harmless against any and all loss, liability, cost or expense, including attorneys' fees and expenses, incurred without gross negligence or willful misconduct on your part, arising out of or in connection with any act, omission, delay or refusal made by you in reliance upon any signature, endorsement, assignment, certificate, order, request, notice, instruction or other instrument or document believed by you to be valid, genuine and sufficient and in accepting any tender or effecting any transfer of Old Securities believed by you in good faith to be authorized, and in delaying or refusing in good faith to accept

any tenders or effect any transfer of Old Securities or in otherwise accepting or performing your duties hereunder or in being or acting as Exchange Agent. In each case, the Company shall be notified by you, by letter or facsimile transmission, of the written assertion of a claim against you or of any other action commenced against you, promptly after you shall have received any such written assertion or shall have been served with a summons in connection therewith. The Company shall be entitled to participate at its own expense in the defense of any such claim or other action and, if the Company so elects, the Company shall assume the defense of any suit brought to enforce any such claim. In the event that the Company shall assume the defense of any such suit, the Company shall not be liable for the fees and expenses of any additional counsel thereafter retained by you, so long as the Company shall retain counsel satisfactory to you to defend such suit, and so long as you have not determined, in your reasonable judgment, that a conflict of interest exists between you and the Company. The provisions of this section shall survive the termination of this Agreement.

21. You shall arrange to comply with all requirements under the tax laws of the United States, including those relating to missing Tax Identification Numbers, and shall file any appropriate reports with the Internal Revenue Service.

22. You shall deliver or cause to be delivered, in a timely manner to each governmental authority to which any transfer taxes are payable in respect of the exchange of Old Securities, the Company's check in the amount of all transfer taxes so payable; provided, however, that you shall reimburse the Company for amounts refunded to you in respect of your payment of any such transfer taxes, at such time as such refund is received by you.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (including without limitation Section 5-1401 of the New York General Obligations Law or any successor to such statute) and shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and assigns of each of the parties hereto.

24. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

25. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by a written instrument signed by a duly authorized representative of the party to be charged. This Agreement may not be modified orally.

27. Unless otherwise provided herein, all notices, requests and other communications to any party hereunder shall be in writing (including facsimile or similar

writing) and shall be given to such party, addressed to it, at its address or telecopy number set forth below:

If to the Company:

Arch Western Finance, LLC
One CityPlace Drive, Suite 300
St. Louis, Missouri 63141
Facsimile: (314) 994-2734
Attention: Janet L. Horgan, Esq.

If to the Exchange Agent:

The Bank of New York
101 Barclay Street
Floor 8 West
New York, New York 10286
Facsimile: (212) 815-5707
Attention: Corporate Trust Administration

28. Unless terminated earlier by the parties hereto, this Agreement shall terminate 90 days following the Expiration Date. Notwithstanding the foregoing, Sections 18 and 20 shall survive the termination of this Agreement. Except as otherwise set forth herein, upon any termination of this Agreement, you shall promptly deliver to the Company any certificates for Securities, funds or property then held by you as Exchange Agent under this Agreement.

This Agreement shall inure to the benefit of and the obligations created hereby shall be binding upon the successors and assigns of the parties hereto. This Agreement shall be effective as of the date hereof.

{remainder of page intentionally left blank}

Please acknowledge receipt of this Agreement and confirm the arrangements herein provided by signing and returning the enclosed copy.

ARCH WESTERN FINANCE, LLC

By:______________________________
Name: Robert J. Messey
Title: President

Accepted as of the date
first above written:

THE BANK OF NEW YORK, as Exchange Agent

By: ___________________________________
Name:
Title:

SCHEDULE I
COMPENSATION OF EXCHANGE AGENT:

$7,500 PER CUSIP NUMBER PLUS $1000 PER EXTENSION OF OFFER PLUS OUT-OF POCKET EXPENSES, INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND EXPENSES.