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As filed with the Securities and Exchange Commission on August 15, 2013

Registration No. 333-

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Arch Coal, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	1221 (Primary Standard Industrial Classifications Code Number)	43-0921172 (I.R.S. Employer Identification Number)
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**One CityPlace Drive, Suite 300
St. Louis, Missouri 63141
(314) 994-2700**

(Address, including zip code, and telephone number, including area code of registrant's principal executive offices)

With a copy to:

Robert G. Jones Senior Vice President—Law, General Counsel and Secretary Arch Coal, Inc. One CityPlace Drive, Suite 300 St. Louis, Missouri 63141 (314) 994-2700	Ronald D. West Jeffrey W. Acre K&L Gates LLP K&L Gates Center 210 Sixth Avenue Pittsburgh, Pennsylvania 15222 (412) 355-6500
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(Name, address, including zip code, and telephone number, including area code, of agent for service)

Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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

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

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Price Per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
9.875% Senior Notes due 2019	\$375,000,000	100%	\$375,000,000	\$51,150
Guarantees of 9.875% Senior Notes due 2019(2)	—	—	—	—(3)
Total	\$375,000,000	100%	\$375,000,000	\$51,150

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended.
- (2) The 9.875% Senior Notes due 2019 are guaranteed by all of the subsidiaries of Arch Coal, Inc. that guarantee indebtedness under its senior secured credit facility, all of which are listed below under "Table of Additional Registrants."
- (3) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no additional registration fee is payable with respect to the guarantees of the 9.875% Senior Notes due 2019.

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.

TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Registrant as Specified in its Charter and Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices*	State or Other Jurisdiction Of Incorporation	I.R.S. Employer Identification Number	Primary Standard Industrial Classification Code
Allegheny Land Company	Delaware	61-0922221	1221
Arch Coal Sales Company, Inc.	Delaware	43-1335853	1221
Arch Coal Terminal, Inc.	Delaware	61-0941499	1221
Arch Coal West, LLC	Delaware	27-4188962	1221
Arch Development, LLC	Delaware	27-2039231	1221
Arch Energy Resources, LLC	Delaware	20-8889263	1221
Arch Flint Ridge, LLC	Delaware	36-4767298	1221
Arch Reclamation Services, Inc.	Delaware	43-1724510	1221
Arch Western Acquisition Corporation	Delaware	43-1811084	1221
Arch Western Acquisition, LLC	Delaware	80-0848200	1221
Arch Western Bituminous Group, LLC	Delaware	43-1811130	1221
Arch Western Finance, LLC	Delaware	43-1811130	1221
Arch Western Resources, LLC	Delaware	43-1811130	1221
Arch of Wyoming, LLC	Delaware	43-1811130	1221
Ark Land Company	Delaware	43-0952128	1221
Ark Land KH, Inc.	Delaware	55-1086280	1221
Ark Land LT, Inc.	Delaware	20-1637677	1221
Ark Land WR, Inc.	Delaware	20-1638026	1221
Ashland Terminal, Inc.	Delaware	55-0619683	1221
Bronco Mining Company, Inc.	West Virginia	22-2094405	1221
Canyon Fuel Company, LLC	Delaware	87-0567183	1221
Catenary Coal Holdings, Inc.	Delaware	43-1629654	1221
Coal-Mac, Inc.	Kentucky	61-0940536	1221
CoalQuest Development LLC	Delaware	20-0445769	1221
Cumberland River Coal Company	Delaware	43-1522213	1221
Hawthorne Coal Company, Inc.	West Virginia	55-0742562	1221
Hunter Ridge, Inc.	Delaware	13-2961732	1221
Hunter Ridge Coal Company	Delaware	51-0217205	1221
Hunter Ridge Holdings, Inc.	Delaware	52-1990183	1221
ICG, Inc.	Delaware	20-1796718	1221
ICG, LLC	Delaware	20-1660224	1221
ICG ADDCAR Systems, LLC	Delaware	20-1619621	1221
ICG Beckley, LLC	Delaware	20-4048542	1221
ICG East Kentucky, LLC	Delaware	20-1619961	1221
ICG Eastern, LLC	Delaware	20-1620152	1221
ICG Eastern Land, LLC	Delaware	20-1679711	1221
ICG Hazard, LLC	Delaware	20-1619758	1221
ICG Hazard Land, LLC	Delaware	20-1679661	1221
ICG Illinois, LLC	Delaware	20-1620272	1221
ICG Knott County, LLC	Delaware	20-1620070	1221
ICG Natural Resources, LLC	Delaware	20-1619866	1221
ICG Tygart Valley, LLC	Delaware	20-2977524	1221
International Coal Group, Inc.	Delaware	20-2641185	1221
Juliana Mining Company, Inc.	West Virginia	55-0568083	1221
King Knob Coal Co., Inc.	West Virginia	55-0488823	1221
Lone Mountain Processing, Inc.	Delaware	43-1580457	1221
Marine Coal Sales Company	Delaware	13-3307813	1221
Melrose Coal Company, Inc.	West Virginia	55-0746947	1221
Mingo Logan Coal Company	Delaware	13-3074446	1221

Exact Name of Registrant as Specified in its Charter and Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices*	State or Other Jurisdiction Of Incorporation	I.R.S. Employer Identification Number	Primary Standard Industrial Classification Code
Mountain Coal Company, L.L.C.	Delaware	43-1811130	1221
Mountain Gem Land, Inc.	West Virginia	55-0696955	1221
Mountain Mining, Inc.	Delaware	61-0925056	1221
Mountaineer Land Company	Delaware	61-0881912	1221
Otter Creek Coal, LLC	Delaware	27-2484254	1221
Patriot Mining Company, Inc.	West Virginia	55-0550184	1221
Powell Mountain Energy, LLC	Delaware	30-0461024	1221
Prairie Holdings, Inc.	Delaware	20-5273741	1221
Shelby Run Mining Company, LLC	Delaware	45-3484745	1221
Simba Group, Inc.	Delaware	55-0753900	1221
Thunder Basin Coal Company, L.L.C.	Delaware	43-1811130	1221
Triton Coal Company, LLC	Delaware	43-1811130	1221
Upshur Property, Inc.	Delaware	95-4484172	1221
Vindex Energy Corporation	West Virginia	55-0753903	1221
Western Energy Resources, Inc.	Delaware	43-1947588	1221
White Wolf Energy, Inc.	Virginia	54-1867395	1221
Wolf Run Mining Company	West Virginia	55-0699931	1221

* The principal executive offices of, and the agent for service for, each additional registrant is c/o Robert G. Jones, Senior Vice President—Law, General Counsel and Secretary, Arch Coal, Inc., One CityPlace Drive, Suite 300, St. Louis, Missouri 63141.

The information in this preliminary 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 preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 15, 2013

PROSPECTUS



Offer to Exchange

Up to \$375,000,000 aggregate principal amount of 9.875% Senior Notes due 2019 (CUSIP No. 039380AJ9) which have been registered under the Securities Act of 1933, as amended, for any and all of our outstanding 9.875% Senior Notes due 2019 (CUSIP Nos. 039380AH3 and U0393CAD7).

The exchange offer will expire at 12:00 midnight, New York City time, at the end of _____, 2013, unless earlier terminated or extended.

The principal features of the exchange offer are as follows:

- We will issue up to \$375,000,000 aggregate principal amount of 9.875% Senior Notes due 2019 (the "exchange notes") which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for any and all of our outstanding 9.875% Senior Notes due 2019 (the "original notes") that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- You may withdraw tenders of original notes at any time prior to the expiration of the exchange offer.
- The terms of the exchange notes are substantially identical to those of the original notes, except that the transfer restrictions, registration rights and provisions relating to additional interest with respect to the original notes generally do not apply to the exchange notes.
- The exchange of exchange notes for original notes will not be a taxable transaction for U.S. federal income tax purposes. You should read the discussion under the caption "Material United States Federal Income Tax Consequences" for more information.
- Neither Arch Coal nor any guarantor will receive any proceeds from the exchange offer.

Arch Coal does not intend to apply for listing of the exchange notes on any securities exchange or for inclusion of the exchange notes in any automated quotation system.

You should consider carefully the "Risk Factors" beginning on page 13 of this prospectus before participating in the exchange offer.

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

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2013.

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The information contained in this prospectus speaks only as of the date of this prospectus unless the information specifically indicates that another date applies. No person has been authorized to give any information or to make any representations other than those contained in this prospectus in connection with the exchange offer described herein and, if given or made, such information or representations must not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any sale made hereunder shall under any circumstances create an implication that there has been no change in our affairs or that of our subsidiaries since the date hereof.

This prospectus incorporates important business and financial information about Arch Coal and the guarantors that is not included in or delivered with this prospectus. Arch Coal will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon the written or oral request of such person, a copy of any or all of the information incorporated by reference into this prospectus, other than exhibits to such information (unless such exhibits are specifically incorporated by reference into the information that this prospectus incorporates). Requests for such copies should be directed to Arch Coal, Inc., One CityPlace Drive, Suite 300, St. Louis, Missouri 63141, Attn. Robert G. Jones. To obtain timely delivery, you must request the information no later than five business days before _____, 2013, the expiration date of the exchange offer.

The exchange notes initially will be represented by permanent global certificates in fully registered form without coupons and will be deposited with a custodian for, and registered in the name of, a nominee of The Depository Trust Company ("DTC"), New York, New York, as depository.

INDUSTRY AND MARKET DATA

We obtained the market and competitive position data incorporated by reference into this prospectus from our own research, surveys or studies conducted by third parties and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified such data, and we make no representation as to the accuracy of such information. Similarly, we believe our internal research is reliable, but it has not been verified by any independent sources. Market and competitive position data involve risks and uncertainties and are subject to change based on various factors, including those discussed under the caption "Risk Factors."

FORWARD-LOOKING STATEMENTS

Information we have included or incorporated by reference into this prospectus contains or may contain forward-looking statements. These forward-looking statements include, among others, statements of our expected future business and financial performance. The words "anticipates," "believes," "could," "estimates," "expects," "intends," "may," "plans," "predicts," "projects," "seeks," "should," "will" or other comparable words and phrases identify forward-looking statements, which speak only as of the respective dates of such statements. Forward-looking statements, by their nature, address matters that are, to different degrees, uncertain. Actual results may vary significantly from those anticipated due to many factors, including:

- market demand for coal and electricity;
- geologic conditions, weather and other inherent risks of coal mining that are beyond our control;
- competition, both within our industry and with producers of competing energy sources;
- excess production and production capacity;
- our ability to acquire or develop coal reserves in an economically feasible manner;
- inaccuracies in our estimates of our coal reserves;
- availability and price of mining and other industrial supplies;
- availability of skilled employees and other workforce factors;
- disruptions in the quantities of coal produced by our contract mine operators;
- our ability to collect payments from our customers;
- defects in title or the loss of a leasehold interest;
- railroad, barge, truck and other transportation performance and costs;
- our ability to successfully integrate the operations that we acquire;
- our ability to consummate our announced sale of Canyon Fuel Company, LLC and certain related assets to Bowie Resources, LLC;
- our ability to secure new coal supply arrangements or to renew existing coal supply arrangements;
- our relationships with, and other conditions affecting, our customers;
- the deferral of contracted shipments of coal by our customers;
- our ability to service our outstanding indebtedness;
- our ability to comply with the restrictions imposed by our credit facility and other financing arrangements;
- the availability and cost of surety bonds;
- our ability to manage the market and other risks associated with certain trading and other asset optimization strategies;
- terrorist attacks, military action or war;
- our ability to obtain and renew various permits, including permits authorizing the disposition of certain mining waste;

- existing and future legislation and regulations affecting both our coal mining operations and our customers' coal usage, governmental policies and taxes, including those aimed at reducing emissions of elements such as mercury, sulfur dioxides, nitrogen oxides, particulate matter or greenhouse gases;
- the accuracy of our estimates of reclamation and other mine closure obligations;
- the existence of hazardous substances or other environmental contamination on property owned or used by us; and
- other factors, including those discussed under "Risk Factors."

These and other relevant factors, including those risk factors identified in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 and our other filings with the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which are incorporated by reference into this prospectus, should be carefully considered when reviewing any forward-looking statement. See "Where You Can Find More Information."

These factors are not necessarily all of the factors that could affect us. These risks and uncertainties, as well as other risks of which we are not aware or which we currently do not believe to be material, may cause our actual future results to be materially different than those expressed in our forward-looking statements. We do not undertake to update our forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law.

PROSPECTUS SUMMARY

Except as otherwise indicated or where the context otherwise requires, in this prospectus, "Arch Coal," "the company," "we," "us" and "our" refer to Arch Coal, Inc. and its consolidated subsidiaries. This summary highlights selected information contained elsewhere in this prospectus or incorporated by reference into this prospectus. This summary may not contain all of the information that you should consider before exchanging any of your original notes. You should read the entire prospectus carefully, including the sections entitled "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, which is incorporated by reference into this prospectus, before making a decision to participate in the exchange offer.

Business Overview

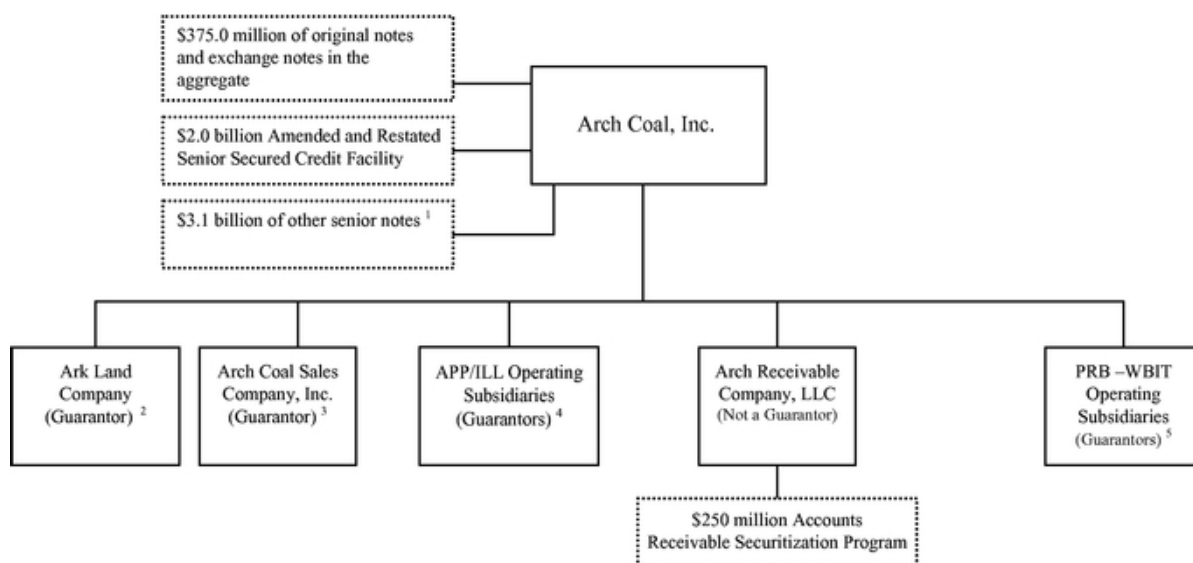
We are one of the world's largest coal producers. For the year ended December 31, 2012, we sold approximately 140.8 million tons of coal, including approximately 4.3 million tons of coal we purchased from third parties, representing roughly 14% of the 2012 U.S. coal supply. For the six months ended June 30, 2013, we sold approximately 69 million tons of coal. We sell substantially all of our coal to power plants, steel mills and industrial facilities.

We estimate that we owned or controlled approximately 5.5 billion tons of proven and probable recoverable reserves as of December 31, 2012. Of these reserves approximately 68.4% consist of compliance coal, or coal which emits 1.2 pounds or less of sulfur dioxide per million Btus upon combustion, while an additional approximately 5.4% could be sold as low-sulfur coal, or coal which emits 1.6 pounds or less of sulfur dioxide per million Btus upon combustion. The balance is classified as high-sulfur coal. Most of our reserves are suitable for the domestic steam coal markets.

For a further discussion of our business, we urge you to read our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 and our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2013, which are incorporated by reference into this prospectus. See "Where You Can Find More Information" in this prospectus.

Corporate Structure

The following chart shows a summary of the corporate organization of Arch Coal and its direct and indirect ownership interests in its principal subsidiaries. This chart does not show all subsidiaries, including certain intermediate subsidiaries. This chart also indicates whether or not the subsidiaries shown will be guarantors of the exchange notes. Each subsidiary shown in this chart is wholly owned directly or indirectly by Arch Coal.



- (1) Our other senior notes consist of Arch Coal's currently outstanding \$1,000.0 million aggregate principal amount of 7.000% Senior Notes due 2019 (the "2019 Notes"), \$1,000.0 million aggregate principal amount of 7.250% Senior Notes due 2021 (the "2021 Notes"), \$600.0 million aggregate principal amount of 8³/₄% Senior Notes due 2016 (the "2016 Notes") and \$500.0 million aggregate principal amount of 7¹/₄% Senior Notes due 2020 (the "2020 Notes"), in each case guaranteed by our subsidiaries that guarantee indebtedness under our senior secured credit facility.
- (2) Ark Land Company holds many of our federal and state coal leases.
- (3) Arch Coal Sales Company, Inc. is a party to substantially all of our long-term coal supply arrangements and other coal sales agreements.
- (4) These entities represent our operations in the Appalachian region and the Illinois Basin. These entities also guarantee our existing senior notes and our senior secured credit facility. The subsidiaries in this group are Allegheny Land Company, Arch Coal Terminal, Inc., Arch Reclamation Services, Inc., Ashland Terminal, Inc., Bronco Mining Company, Inc., Coal-Mac, Inc., CoalQuest Development LLC, Cumberland River Coal Company, Hawthorne Coal Company, Inc., Hunter Ridge, Inc., Hunter Ridge Coal Company, Hunter Ridge Holdings, Inc., ICG ADDCAR Systems, LLC, ICG Beckley, LLC, ICG East Kentucky, LLC, ICG Eastern Land, LLC, ICG Eastern, LLC, ICG Hazard Land, LLC, ICG Hazard, LLC, ICG Illinois, LLC, ICG Knott County, LLC, ICG Natural Resources, LLC, ICG Tygart Valley, LLC, ICG, Inc., ICG, LLC, Juliana Mining Company, Inc., King Knob Coal Co., Inc., Lone Mountain Processing, Inc., Marine Coal Sales Company, Melrose Coal Company, Inc., Mingo Logan Coal Company, Mountain Gem Land, Inc., Mountain Mining, Inc., Mountaineer Land Company Patriot Mining Company, Inc.,

Powell Mountain Energy, LLC, Simba Group, Inc., Upshur Property, Inc., Vindex Energy Corporation, White Wolf Energy, Inc. and Wolf Run Mining Company.

- (5) These entities represent our operations in the Powder River Basin and the Western Bituminous regions. The subsidiaries in this group are Arch Western Resources, LLC, Arch Western Bituminous Group, LLC, Arch of Wyoming, LLC, Canyon Fuel Company, LLC, Mountain Coal Company, L.L.C., Thunder Basin Coal Company, L.L.C. and Triton Coal Company, LLC. On July 27, 2013, we entered into a Unit Purchase Agreement with Bowie Resources, LLC pursuant to which we agreed to sell Canyon Fuel Company, LLC and certain related assets for \$435.0 million, subject to certain purchase price adjustments. The closing of the transaction, which is subject to the satisfaction of various terms and conditions set forth in the Unit Purchase Agreement, is currently expected to occur in the third quarter of 2013.

Additional Information

We are incorporated under the laws of the State of Delaware. Our principal executive offices are located at One CityPlace Drive, Suite 300, St. Louis, Missouri 63141. Our telephone number is (314) 994-2700. Our Internet address is www.archcoal.com. Information on, or accessible through, our website is not part of or incorporated by reference into this prospectus.

Summary of the Exchange Offer

On November 21, 2012, we completed the private placement of original notes in the aggregate principal amount of \$375,000,000. As part of that private placement, we entered into a registration rights agreement with the initial purchasers of the original notes (the "registration rights agreement") in which we agreed, among other things, to deliver this prospectus to you and to complete an exchange offer for the original notes. Below is a summary of the terms of the exchange offer. For a more complete discussion of the exchange offer, see "The Exchange Offer" in this prospectus.

Original Notes	9.875% Senior Notes due 2019, which were issued on November 21, 2012.
Exchange Notes	9.875% Senior Notes due 2019, which have been registered under the Securities Act. The terms of the exchange notes are substantially identical to those of the original notes, except that the transfer restrictions, registration rights and provisions relating to additional interest with respect to the original notes do not apply to the exchange notes.
Exchange Offer	<p>As of the date of this prospectus, there are \$375,000,000 aggregate principal amount of original notes outstanding. We are offering to exchange up to \$375,000,000 aggregate principal amount of exchange notes in exchange for a like principal amount of original notes. This exchange offer is intended to satisfy our obligations under the registration rights agreement.</p> <p>In order to be exchanged, original notes must be properly tendered and accepted. All original notes that are validly tendered and not withdrawn prior to 12:00 midnight, New York City time, at the end of the expiration date of the exchange offer will be exchanged.</p>
Expiration Date	The exchange offer will expire at 12:00 midnight, New York City time, at the end of _____, 2013 (the "expiration date"), unless we earlier terminate or extend the exchange offer in our sole and absolute discretion. We currently do not intend to extend the expiration of the exchange offer.
Representations	<p>By tendering your original notes, you represent to us that:</p> <ul style="list-style-type: none">• you are not our "affiliate," as defined in Rule 405 under the Securities Act;• you are acquiring the exchange notes in the exchange offer in the ordinary course of your business;• you are not engaged in or intend to engage in, and do not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes you will receive in the exchange offer;• you are not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and• you are not acting on behalf of a person who, to your knowledge, falls into one of the above categories.

For further information regarding resales of the exchange notes by participating broker-dealers, see "Plan of Distribution."

Accrued Interest

The exchange notes will bear interest from November 21, 2012 or, if interest has already been paid, from the most recent date to which interest has been paid on the original notes. If your original notes are accepted for exchange in the exchange offer, you will receive interest on the exchange notes and not on the original notes following the completion of the exchange offer. Any original notes not tendered in the exchange offer will remain outstanding and continue to accrue interest according to their terms following the completion of the exchange offer.

Conditions to the Exchange Offer

The exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered for exchange. The exchange offer is subject to customary conditions. We may assert or waive these conditions in our sole and absolute discretion. See "The Exchange Offer—Conditions" for more information regarding the conditions to the exchange offer.

Procedures for Tendering Original Notes

To tender original notes you must deliver a letter of transmittal and deliver the original notes to the exchange agent. Delivery of your original notes may be made by book-entry transfer to the exchange agent's account at DTC. If you hold your original notes in book-entry form through DTC, then in lieu of the procedure for physical delivery of a letter of transmittal and your original notes, you may follow the procedures for DTC's Automated Tender Offer Program ("ATOP").

Specifically, to tender original notes in the exchange offer by delivery of a letter of transmittal and original notes:

- you must complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal, have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires and deliver the letter of transmittal or facsimile to the exchange agent, including all the required documents, prior to the expiration of the exchange offer; and
- either
 - the exchange agent must receive your original notes along with the letter of transmittal; or
 - the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of your original notes into the exchange agent's account at DTC, according to the procedure for book-entry transfer described in "The Exchange Offer—Procedures for Tendering—Delivery of Letter of Transmittal and Original Notes."

If you hold your original notes in book-entry form through DTC, in lieu of the above procedures:

- you may instruct DTC, in accordance with the ATOP system, to transmit on your behalf a computer-generated message to the exchange agent in which the holder of the original notes acknowledges and agrees to be bound by the terms of the letter of transmittal, which computer-generated message must be received by the exchange agent prior to 12:00 midnight, New York City time, at the end of the expiration date; and
- the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of your original notes into the exchange agent's account at DTC, according to the procedure for book-entry transfer described in "The Exchange Offer—Procedures for Tendering—Automatic Tender Offer Program."

Special Procedures for Beneficial Owners

If you are a beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you want to tender original notes in the exchange offer, you should contact the registered owner promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, before completing and executing the letter of transmittal and delivering your original notes, either make appropriate arrangements to register ownership of the original notes in your name or obtain a properly completed bond power from the registered holder. See "The Exchange Offer—Procedures for Tendering."

Withdrawal Rights

Tenders of original notes may be withdrawn at any time before 12:00 midnight, New York City time, at the end of the expiration date. Any original notes that you tender and then validly withdraw will be returned without expense to you promptly after the expiration or termination of the exchange offer.

Delivery of Exchange Notes

Subject to the conditions stated in the section "The Exchange Offer—Conditions" of this prospectus, we will accept for exchange any and all original notes which are properly tendered in the exchange offer before 12:00 midnight, New York City time, at the end of the expiration date. The exchange notes to be issued in exchange for any properly tendered original notes will be delivered as soon as practicable after the expiration date. If any valid tender of original notes is subsequently validly withdrawn or if we decide for any reason not to accept any original notes tendered for exchange because they have not been tendered properly, the withdrawn or unaccepted original notes will be returned to the tendering holder or credited to the tendering holder's account at DTC, as the case may be, promptly after the expiration or termination of the exchange offer. See "The Exchange Offer—General."

Regulatory Approvals

Other than the federal securities laws, there are no federal or state regulatory requirements with which we must comply, and there are no approvals which we must obtain, in connection with the exchange offer.

Material United States Federal Tax Consequences

Your exchange of original notes for exchange notes pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. See "Material United States Federal Tax Consequences."

Exchange Agent

UMB Bank National Association is serving as exchange agent in connection with the exchange offer. The address and telephone number of the exchange agent are listed under the heading "The Exchange Offer—Exchange Agent."

Use of Proceeds

We will not receive any proceeds from the issuance of exchange notes in the exchange offer. See "Use of Proceeds."

Resales

Based on interpretations by the staff of the SEC, as detailed in a series of no-action letters issued to third parties that are not related to us, we believe that the exchange notes to be issued in the exchange offer generally may be offered for resale, resold or otherwise transferred without further compliance with the registration and prospectus delivery provisions of the Securities Act as long as:

- you are not our "affiliate," as defined in Rule 405 under the Securities Act;
- you are acquiring the exchange notes in the exchange offer in the ordinary course of your business;
- you are not engaged in or intend to engage in, and do not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes you will receive in the exchange offer;
- you are not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and
- you are not acting on behalf of a person who, to your knowledge, falls into one of the above exceptions.

Our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to this exchange offer. We do not intend to seek our own interpretation from the SEC with respect to this exchange offer.

**Consequences of Not Exchanging
Original Notes**

Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Original notes that are not properly tendered in the exchange offer will continue to be subject to their existing transfer restrictions. We will have no further obligation, except under limited circumstances, to provide for registration of any resale of such original notes under the Securities Act. In general, you may offer or sell your original notes only if:

- the offer and sale of your original notes is registered under the Securities Act and applicable state securities laws;
- your original notes are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or
- your original notes are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We currently do not anticipate that we will register any resales of original notes under the Securities Act. See "The Exchange Offer—Consequences of Failure to Tender."

Registration Rights Agreement

On the date of the initial issuance of the original notes, we entered into the registration rights agreement for the benefit of all of the holders of the original notes. Under the terms of the registration rights agreement, we agreed to file with the SEC a registration statement relating to an offer to exchange the original notes for substantially similar notes. This exchange offer is being conducted to satisfy our obligations under the registration rights agreement.

If we do not, among other things, complete the exchange offer within 365 days of November 21, 2012, the interest rate borne by the old notes will be increased at a rate of 0.25% per annum with respect to the first 90-day period following such deadline and an additional 0.25% per annum with respect to each subsequent 90-day period, up to a maximum of 1.00% per annum, until the registration default has been cured.

Under some circumstances set forth in the registration rights agreement, holders of original notes, including holders who are not permitted to participate in the exchange offer or who may not freely sell exchange notes received in the exchange offer, may require us to file, and cause to become effective, a shelf registration statement covering resales of the original notes by these holders.

Risk Factors

A copy of the registration rights agreement is incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. See "Description of the Exchange Notes—Registration Rights."

You should consider carefully the information set forth in the section of this prospectus entitled "Risk Factors—Risks Related to the Exchange Offer" and all the other information included in or incorporated by reference into this prospectus in deciding whether to participate in the exchange offer.

Summary of the Terms of the Exchange Notes

The following is a summary of the terms of the exchange notes. The form and terms of the exchange notes are identical in all material respects to those of the applicable original notes, except that the exchange notes are registered under the Securities Act and the transfer restrictions, registration rights and additional interest provisions applicable to the original notes do not apply to the exchange notes. The exchange notes will be governed by the same indenture as the original notes. For a more complete description of the terms of the exchange notes, see "Description of The Exchange Notes."

Issuer	Arch Coal, Inc.
Securities Offered	Up to \$375,000,000 aggregate principal amount of 9.875% Senior Notes due 2019.
Maturity Date	June 15, 2019.
Interest	Interest on the exchange notes will be payable semi-annually in arrears on each June 15 and December 15, beginning on June 15, 2013.
Ranking and Guarantees	<p>All of our subsidiaries that guarantee indebtedness under our senior secured credit facility will initially guarantee the exchange notes. The guarantees may be released under certain circumstances.</p> <p>On July 27, 2013, we entered into a Unit Purchase Agreement with Bowie Resources, LLC pursuant to which we agreed to sell Canyon Fuel Company, LLC and certain related assets for \$435.0 million, subject to certain purchase price adjustments. The closing of the transaction, which is subject to the satisfaction of various terms and conditions set forth in the Unit Purchase Agreement, is currently expected to occur in the third quarter of 2013. Upon completion of the transaction, Canyon Fuel Company, LLC will be released as a guarantor of the exchange notes in accordance with the terms of the indenture governing the exchange notes.</p> <p>The exchange notes will rank equal in right of payment to all of our existing and future unsecured unsubordinated indebtedness and senior in right of payment to all future subordinated indebtedness. The exchange notes, however, will be effectively subordinated to our secured obligations to the extent of the collateral securing such obligations. Additionally, the exchange notes will be effectively subordinated to all liabilities, including trade payables, of any of our subsidiaries that are not guarantors.</p> <p>The guarantees will rank equal in right of payment with all existing and future unsecured unsubordinated indebtedness of the guarantors. In addition, the guarantees will be effectively subordinated to all of the guarantors' secured obligations to the extent of the collateral securing such obligations.</p> <p>As of June 30, 2013:</p> <ul style="list-style-type: none">• Arch Coal, Inc. had approximately \$5.1 billion of indebtedness outstanding on a consolidated basis, excluding intercompany notes;

- on a combined basis, the guarantors had total indebtedness of approximately \$24.4 million, excluding an intercompany note and guarantees of our senior secured credit facility, the original notes, our 2016 Notes, our 2019 Notes, our 2020 Notes and our 2021 Notes; and
- on a combined basis, the subsidiaries that are not guaranteeing the notes had no indebtedness.

Optional Redemption

We may redeem some or all of the exchange notes, at our option, at any time on or after December 15, 2016, at the redemption prices described under "Description of the Exchange Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the date of redemption. Prior to December 15, 2016, we may redeem some or all of the exchange notes, at our option, at a make-whole price described under "Description of the Exchange Notes—Optional Redemption," plus accrued and unpaid interest, if any, to the date of redemption.

At any time prior to December 15, 2015, we may redeem up to 35% of the aggregate principal amount of the exchange notes, plus accrued and unpaid interest, if any, to the date of the redemption, with the net proceeds from certain equity offerings. All redemption provisions, including prices, are discussed under the caption "Description of the Exchange Notes—Optional Redemption."

Change of Control

If a change of control of our company occurs, we must give holders the opportunity to sell their exchange notes to us at 101% of their principal amount, plus accrued and unpaid interest.

We might not be able to pay the required price for exchange notes presented to us at the time of a change of control because:

- we might not have enough funds at the time; or
- the terms of our other debt may prevent us from paying for the exchange notes.

Certain Covenants

The covenants contained in the indenture governing the exchange notes, among other things, limit our ability and the ability of our restricted subsidiaries to:

- incur more debt;
- pay dividends and make distributions or repurchase stock;
- make investments;
- create liens;
- sell assets;
- enter into agreements affecting the ability of restricted subsidiaries to make distributions, loans or advances to us;
- engage in transactions with our affiliates; and
- merge or consolidate or transfer and sell assets.

These covenants are subject to a number of important exceptions, limitations and qualifications that are described under "Description of the Exchange Notes."

Many of the restrictive covenants will terminate if the notes achieve an investment grade rating from both Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services ("Standard & Poor's") 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 notes later fall below investment grade. See "Description of the Exchange Notes—Certain Covenants—Covenant Termination."

No Established Trading Market

We do not intend to list the exchange notes on any securities exchange or include the exchange notes in any automated quotation system. We cannot assure you that an active or liquid trading market for the exchange notes will develop. If an active or liquid trading market for the exchange notes does not develop, the market price and liquidity of the exchange notes may be adversely affected. See "The Exchange Offer—Consequences of Failure to Tender."

Risk Factors

You should consider carefully the information set forth in the section of this prospectus entitled "Risk Factors—Risks Related to the Exchange Notes" and all the other information included in or incorporated by reference into this prospectus in deciding whether to participate in the exchange offer.

RISK FACTORS

You should carefully consider the following risk factors in addition to the other information included in and incorporated by reference into this prospectus before tendering your original notes in the exchange offer. In particular, you should carefully consider the matters discussed under "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 and in other documents which we subsequently file with the SEC, which are incorporated by reference into this prospectus. If any of the following risks actually occur, our business, financial condition, prospects, results of operations or cash flow could be materially and adversely affected. Additional risks or uncertainties not currently known to us, or that we currently deem immaterial, may also impair our business operations. We cannot assure you that any of the events discussed below will not occur, and if such events do occur, you may lose all or part of your investment in the exchange notes. The risks discussed below also include forward-looking statements and our actual results may differ substantially from those discussed in these forward-looking statements. See "Forward Looking Statements."

Risks Related to the Exchange Offer

You may have difficulty selling any original notes that you do not exchange.

If you do not exchange all of your original notes for exchange notes pursuant to the exchange offer, the original notes that you continue to hold after we have completed the exchange offer will continue to be subject to the currently existing transfer restrictions. The original notes may not be offered, sold or otherwise transferred, except in compliance with the registration requirements of the Securities Act, pursuant to an exemption from registration under the Securities Act or in a transaction not subject to the registration requirements of the Securities Act, and, in any case, in compliance with applicable state securities laws. We do not anticipate that we will register any resales of the original notes under the Securities Act, except as may be required under the registration rights agreement. After the exchange offer is consummated, the trading market for the remaining untendered original notes may be small and inactive. Consequently, you may find it difficult to sell any original notes you continue to hold because there will be fewer original notes outstanding.

Some holders of the exchange notes may be required to comply with the registration and prospectus delivery requirements of the Securities Act.

If you exchange your original notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received restricted securities and, if so, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. In addition, a broker-dealer that purchased original notes for its own account as part of market-making or trading activities must deliver a prospectus when it resells the exchange notes it receives in the exchange offer. Our obligation to make this prospectus available to broker-dealers is limited. We cannot assure you that a proper prospectus will be available to broker-dealers wishing to resell their exchange notes. Further, any commission or concessions received by a broker-dealer in connection with any resale of exchange notes may be deemed to be underwriting compensation under the Securities Act.

Failure to comply with the exchange offer procedures could prevent a holder from exchanging its original notes.

Holders of the original notes are responsible for fully complying with all exchange offer procedures. The issuance of exchange notes in exchange for original notes will only occur upon completion of the procedures described in this prospectus under "The Exchange Offer." Therefore, holders of original notes who wish to exchange them for exchange notes should allow sufficient time for

timely completion of the exchange procedures. Neither we nor the exchange agent are obligated to extend the offer or notify you of any failure to follow the proper procedures.

Risks Related to the Exchange Notes

We have a substantial amount of debt, 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.

We have, and after this exchange offer will continue to have, a substantial amount of indebtedness. As of June 30, 2013, we had consolidated indebtedness of approximately \$5.1 billion outstanding, representing approximately 65% of our 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:

- limiting our ability to obtain additional financing to fund growth, such as new lease-by-application acquisitions or other mergers and acquisitions, working capital, capital expenditures, debt service requirements or other cash requirements;
- exposing us to the risk of increased interest costs if the underlying interest rates rise;
- limiting our ability to invest operating cash flow in our business due to existing debt service requirements;
- making it more difficult to obtain surety bonds, letters of credit or other financing, particularly during weak credit markets;
- causing a decline in our credit ratings;
- limiting our ability to compete with companies that are not as leveraged and that may be better positioned to withstand economic downturns;
- limiting our ability to acquire new coal reserves and/or plant and equipment needed to conduct operations; and
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industry in which we compete and general economic and market conditions.

If we further increase our indebtedness, the related risks that we now face, including those described above, could intensify. In addition to the principal repayments on our outstanding debt, we have other demands on our cash resources, including capital expenditures and operating expense. Our ability to pay our debt depends upon our operating performance. In particular, economic conditions could cause our revenues to decline and hamper our ability to repay our indebtedness. If we do not have enough cash to satisfy our debt service obligations, we may be required to refinance all or part of our debt, sell assets or reduce our spending. We may not be able to, at any given time, refinance our debt or sell assets on terms acceptable to us or at all.

We are a holding company and depend on our subsidiaries to generate sufficient cash flow to meet our debt service obligations, including payments on the exchange notes.

We are a holding company, and substantially all of our consolidated assets are held by our subsidiaries. As a holding company, we conduct substantially all of our business through our subsidiaries. Accordingly, our cash flows and ability to meet our debt service obligations, including payments on the exchange notes, are largely dependent upon the earnings of our subsidiaries and the payment of such earnings to us in the form of dividends, distributions, loans or otherwise, and repayment of such loans or advances from us. These subsidiaries are separate and distinct legal entities, and we may not exercise sufficient control to cause them to provide us with funds for our payment obligations, whether by dividends, distributions, loans or otherwise. The ability of our subsidiaries to pay dividends or make other advances or transfer of funds will depend on their respective results of operations and may be restricted by, among other things, applicable law and contractual provisions limiting the amount of funds available to make dividends and agreements of those subsidiaries. In addition, Canyon Fuel Company, LLC will be released as a guarantor of the exchange notes in accordance with the terms of the indenture governing the exchange notes upon the completion of our sale of Canyon Fuel Company, LLC and certain related assets to Bowie Resources, LLC. We currently expect this transaction to be completed in the third quarter of 2013.

The exchange notes and the related guarantees will not be secured by any of our assets and therefore will be effectively subordinated to our existing and future secured indebtedness.

The exchange notes and the related guarantees will be general unsecured obligations ranking effectively junior in right of payment to all existing and future secured debt, including under our senior secured credit facility, to the extent of the collateral securing such debt. In addition, the indenture governing the exchange notes permits the incurrence of additional debt, some of which may be secured debt. In the event that Arch Coal or a guarantor is declared bankrupt, becomes insolvent or is liquidated or reorganized, creditors whose debt is secured by assets of Arch Coal or the guarantor, as the case may be, 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 exchange notes or the affected guarantees. As a result, there may be insufficient assets to pay amounts due on the exchange notes, and holders of the exchange notes may receive less, ratably, than holders of secured indebtedness. As of June 30, 2013, the total amount of secured debt that we had outstanding was approximately \$1.6 billion, consisting entirely of amounts under our senior secured credit facility, with approximately \$245.8 million of undrawn borrowing capacity available under our credit facilities. We may also incur additional senior secured indebtedness.

The exchange notes are structurally subordinated to the existing and future liabilities of our subsidiaries that do not guarantee the exchange notes to the extent of the assets of such non-guarantor subsidiaries.

Some of our subsidiaries will not guarantee the exchange notes. As a result, the exchange notes will be structurally subordinated to all existing and future liabilities of our subsidiaries that do not guarantee the exchange notes. Therefore, our rights and the rights of our creditors to participate in the assets of any subsidiary in the event that such a subsidiary is liquidated or reorganized are subject to the prior claims of such subsidiary's creditors. 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 exchange notes. To the extent that we may be a creditor with recognized claims against any subsidiary, our claims would still be subject to the prior claims of such subsidiary's creditors to the extent that they are secured or senior to those held by us. Our subsidiaries may incur additional indebtedness and other liabilities.

As of June 30, 2013, our non-guarantor subsidiaries had no indebtedness and approximately \$0.7 million of liabilities, including trade payables and accrued expenses. The non-guarantor subsidiaries did not represent any of our consolidated revenues for the year ended December 31, 2012 or for the six months ended June 30, 2013. At June 30, 2013, our non-guarantor subsidiaries represented approximately 0.3% of our consolidated assets (excluding intercompany receivables).

Our ability to generate the significant amount of cash needed to pay interest and principal on the exchange notes and service our other debt and financial obligations and our ability to refinance all or a portion of our indebtedness or obtain additional financing depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, including the exchange 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 exchange notes. As a result, we may need to refinance all or a portion of our indebtedness, including the exchange 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 exchange notes and any other indebtedness; and
- other factors, including financial market or coal industry conditions.

We may not be able to refinance any of our indebtedness, including the exchange 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 exchange notes.

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

The indenture governing the original notes and the exchange notes and the agreements governing our and our subsidiaries' other indebtedness contain various covenants and other restrictions that limit our ability and the ability of our restricted subsidiaries to engage in specified types of transactions. These covenants and other restrictions limit our and our restricted subsidiaries' ability to, among other things:

- incur additional indebtedness;
- pay dividends on, repurchase or make distributions in respect of capital stock or make restricted payments;
- borrow the full amount under our credit facilities;
- make investments;
- create liens;
- issue and sell capital stock of subsidiaries;
- sell or transfer 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

- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets.

These restrictions on operations and financings, as well as those that may be contained in future debt agreements, may limit our ability to execute preferred business strategies. Moreover, if our operating results fall below current levels, we may be unable to comply with these covenants. If that occurs, our lenders, including holders of exchange notes, could accelerate the payment obligations with respect to that debt. If the payment obligations with respect to that debt are accelerated, we may not be able to repay all of that debt, in which case the indebtedness represented by your exchange notes may not be fully repaid, if it is repaid at all.

Despite our current levels of debt, we may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial debt.

We may be able to incur additional debt in the future, including debt that is senior to your exchange notes. The terms of our senior secured credit facility, the indentures governing our outstanding 2016 Notes, 2019 Notes, 2020 Notes and 2021 Notes and the indenture governing the original notes and the exchange notes allow us to incur substantial amounts of additional debt, subject to certain limitations. As of June 30, 2013, we had availability of approximately \$245.8 million under all lines of credit, as limited by customary financial covenants that may limit our total debt based on defined earnings measurements. If new debt is added to our current debt levels, the related risks we could face would be magnified.

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

The indenture governing the exchange notes contains certain covenants that permanently will cease to be in effect from and after the first date when the exchange 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 exchange 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 the exchange notes. These covenants will not be restored even if the credit ratings assigned to the exchange notes subsequently below investment grade.

We may be unable to repurchase exchange notes in the event of a change of control as required by the indenture governing the exchange notes.

Upon the occurrence of certain kinds of change of control events specified in the indenture governing the exchange notes, you will have the right, as a holder of the exchange notes, to require us to repurchase all of your exchange notes at a repurchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. Holders of original notes that remain outstanding after completion of the exchange offer and holders of our 2016 Notes, 2019 Notes, 2020 Notes and 2021 Notes also will have the right to require us to repurchase their original notes, 2016 Notes, 2019 Notes, 2020 Notes and 2021 Notes, as the case may be, at a repurchase price

equal to 101% upon the occurrence of any of those specified change of control events. Any change of control also would constitute a default under our senior secured credit facility. Therefore, upon the occurrence of a change of control, the lenders under our senior secured credit facilities would have the right to accelerate the payment obligations with respect to outstanding loans under our senior secured credit facility, and if so accelerated, we would be required to pay all of our outstanding obligations under such facility. We may not be able to pay you the required price for your exchange notes at that time because we may not have available funds to pay the repurchase price. In addition, the terms of other existing or future debt may prevent us from paying you. There can be no assurance that we would be able to repay such other debt or obtain consents from the holders of such other debt to repurchase your exchange notes. Any requirement to offer to purchase any outstanding exchange notes may result in us having to refinance our outstanding indebtedness, which we may not be able to do. In addition, even if we were able to refinance our outstanding indebtedness, such financing may be on terms unfavorable to us.

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

The issuance of the exchange notes and the related 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;
- we or any of the guarantors received less than fair consideration in return for issuing either the exchange notes or a guarantee, as applicable, and either:
 - we or the guarantor was insolvent, on the eve of insolvency or rendered insolvent by reason of the incurrence of the indebtedness; or
 - payment of the consideration left us or the guarantor with an unreasonably small amount of capital to carry on the business; or
- we or the guarantor intended to, or believed that we or it would, incur debts beyond our or its ability to pay the debt.

A court would likely find that we or a guarantor did not receive reasonably equivalent value or fair consideration for the exchange notes or any of such guarantees if we or the applicable guarantor did not substantially benefit directly or indirectly from the issuance of the exchange notes or the applicable guarantee. As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or antecedent debt is secured or satisfied. We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time or, regardless of the standard that a court uses, that the issuance of the guarantees would not be further subordinated to our or any of the guarantors' other debt. Generally, however, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probably liability on its existing debts, including contingent liabilities as they become absolute and mature; or
- it could not pay its debts as they become due.

If a court were to find that the issuance of the exchange notes or a related guarantee was a fraudulent conveyance, the court could void the payment obligations under the exchange notes or such

guarantee or subordinate the exchange notes or such guarantee to presently existing and future indebtedness, or require the holders of the exchange notes to repay any amounts received with respect to the exchange notes or such guarantee. In the event of a finding that a fraudulent conveyance occurred, you may not receive any repayment on the exchange notes. Further, the voidance of the exchange notes or a related guarantee could result in an event of default with respect to our other debt that could result in acceleration of the payment obligations with respect to that debt.

Although each guarantee entered into by a guarantor will contain a provision intended to limit that guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer law, or may reduce that guarantor's obligation to an amount that effectively makes its guarantee worthless. In a recent Florida bankruptcy case, this kind of provision was found to be ineffective to protect guarantees. We do not know if that case will be followed if there is litigation on this point under the indenture governing the exchange notes. However, if it is followed, the risk that the guarantees will be found to be fraudulent conveyances will be significantly increased.

Your ability to transfer the exchange notes may be limited by the absence of an active trading market, and an active trading market may not develop for the exchange notes.

The exchange notes are an issue of securities for which there is no established trading market. We do not intend to list the exchange notes on any national or regional securities exchange or seek approval for quotation through any automated quotation system. An active trading market may not develop for the exchange notes. Subsequent to their initial issuance, the exchange notes may trade at a discount from the initial offering price of the original notes, depending upon prevailing interest rates, the market for similar notes, our operating performance and financial condition and other factors.

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the registration rights agreement. We will not receive any cash proceeds from the issuance of the exchange notes. In consideration for issuing the exchange notes as described in this prospectus, we will receive the original notes in like principal amount, the form and terms of which are the substantially the same as the form and terms of the exchange notes, except as otherwise described in this prospectus. The original notes surrendered in exchange for exchange notes will be retired and canceled upon consummation of the exchange offer and cannot be reissued. Accordingly, no additional incremental debt will result from the exchange offer. We have agreed to pay all expenses incidental to the exchange offer other than commissions and concessions of any broker or dealer and certain transfer taxes and will indemnify holders of the notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

We received approximately \$351.6 million in net proceeds in the aggregate from the offering of the original notes on November 21, 2012, after deducting original issue discount, initial purchasers' discount and fees and expenses related to the offering of the original notes. We have used, and will continue to use, the net proceeds from the issuance and sale of the original notes for general corporate purposes.

RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERENCE DIVIDENDS

The table below sets forth our ratio of earnings to combined fixed charges and preference dividends on a consolidated basis for each of the time periods indicated.

	Year Ended December 31,					Six Months Ended June 30,	
	2012	2011	2010	2009	2008	2013	2012
Ratio of earnings to combined fixed charges and preference dividends(1)	N/A(2)	1.25x	1.96x	0.88x(3)	4.55x	N/A(2)	N/A(2)

- (1) Earnings consist of income from continuing operations before income taxes and are adjusted to include only distributed income from affiliates accounted for on the equity method and fixed charges (excluding capitalized interest). Fixed charges consist of interest incurred on indebtedness, the portion of operating lease rentals deemed representative of the interest factor and the amortization of debt expense.
- (2) Total losses for ratio calculation were \$734.4 million, \$80.0 million and \$562.1 million and total fixed charges were \$344.0 million, \$203.0 million and \$184.7 million for the year ended December 31, 2012 and the six months ended June 30, 2013 and 2012, respectively.
- (3) Fixed charges of \$118.1 million exceeded earnings for the ratio calculation by \$14.4 million.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The selected historical consolidated financial data is derived from our audited consolidated financial statements as of December 31, 2012 and 2011 and for the years ended December 31, 2012, 2011 and 2010, which are incorporated by reference into this prospectus. The selected historical financial data for the six months ended June 30, 2013 and 2012, and the historical balance sheet data as of June 30, 2013 and 2012, have been derived from Arch Coal's unaudited condensed consolidated financial statements, which are incorporated by reference into this prospectus. In the opinion of management, the interim financial information provided herein reflects all adjustments consisting of normal and recurring adjustments necessary for a fair statement of the data for the periods presented. Interim results are not necessary indicative of the results to be expected for the entire fiscal year.

You should read this table in conjunction with our audited consolidated financial statements, including the related notes thereto, our unaudited condensed consolidated financial statements, including the related notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations" incorporated by reference into this prospectus from our Annual Report on Form 10-K for the year ended December 31, 2012 and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2013.

	Year Ended December 31,			Six Months Ended June 30,	
	2012(1)	2011(2)	2010(3)(4)	2013	2012(1)
(Amounts in thousands, except per share data)					
Statement of Operations Data:					
Revenues	\$ 3,768,126	\$ 3,883,039	\$ 2,817,441	\$ 1,503,702	\$ 1,925,922
Change in fair value of coal derivatives and trading activities, gains (losses) net	16,590	2,907	(8,924)	7,700	35,667
Mine closure and asset impairment costs	523,440	7,316	—	—	525,583
Goodwill and other intangible asset impairment	346,423	—	—	—	115,791
Contract settlement resulting from Patriot Coal bankruptcy	58,335	—	—	—	—
Acquisition and transaction costs	—	47,360	—	—	—
Income (loss) from operations	(757,012)	343,061	291,782	(87,710)	(569,096)
Non-operating expenses	23,668	51,448	6,776	—	(19,042)
Income (loss) from continuing operations, net of tax	(738,915)	89,015	131,364	(164,667)	(456,555)
Income from discontinued operations, net of tax	55,228	53,825	28,030	22,412	22,540
Net income (loss) attributable to Arch Coal	(683,955)	141,683	158,857	(142,255)	(434,283)
Basic earnings per common share—from continuing operations	\$ (3.50)	\$ 0.47	\$ 0.81	\$ (0.78)	\$ (2.15)
Diluted earnings per common share—from continuing operations	\$ (3.50)	\$ 0.47	\$ 0.80	\$ (0.78)	\$ (2.15)
Basic earnings per common share	\$ (3.24)	\$ 0.75	\$ 0.98	\$ (0.67)	\$ (2.05)
Diluted earnings per common share	\$ (3.24)	\$ 0.74	\$ 0.97	\$ (0.67)	\$ (2.05)

	Year Ended December 31,			Six Months Ended June 30,	
	2012(1)	2011(2)	2010(3)(4)	2013	2012(1)
(Amounts in thousands, except per share data)					
Balance Sheet Data:					
Total assets	\$ 10,006,777	\$ 10,213,959	\$ 4,880,769	\$ 9,730,729	\$ 9,953,938
Working capital	1,337,035	162,106	207,568	1,191,431	772,715
Long-term debt, less current maturities	5,085,879	3,762,297	1,538,744	5,078,634	4,464,351
Other long-term obligations	825,080	864,667	566,728	812,228	820,860
Noncurrent deferred income tax liability	664,182	976,753	—	565,047	730,495
Arch Coal stockholders' equity	2,854,567	3,578,040	2,237,507	2,710,914	3,124,920
Common Stock Data:					
Dividends per share	\$ 0.2000	\$ 0.4300	\$ 0.3900	\$ 0.0600	\$ 0.1400
Shares outstanding at period-end	212,247	211,671	162,605	212,241	212,256
Cash Flow Data:					
Cash provided by operating activities	\$ 332,804	\$ 642,242	\$ 697,147	\$ 52,045	\$ 95,308
Depreciation, depletion and amortization, including amortization of acquired sales contracts, net	500,319	444,518	400,672	232,649	254,366
Capital expenditures	395,225	540,936	314,657	169,064	202,073
Cash paid to acquire businesses, net of cash acquired	—	2,894,339	—	—	—
Net proceeds from the issuance of long term debt	1,942,685	1,906,306	487,979	—	1,351,619
Net proceeds from the sale of common stock	—	1,267,933	—	—	—
Payments to retire debt, including redemption premium	452,934	605,178	505,627	—	452,654
Net increase (decrease) in borrowings under lines of credit and commercial paper program	(481,300)	424,396	(196,549)	—	(391,300)
Dividend payments	42,440	80,748	63,373	12,735	29,696
Operating Data:					
Tons sold	140,820	156,897	162,763	69,045	67,174
Tons produced	135,934	151,829	156,282	67,981	65,564
Tons purchased from third parties	4,327	5,557	6,825	1,064	1,610

- (1) Our results in 2012 were impacted by challenging market conditions. In response to these conditions, we idled 10 mines in Appalachia and curtailed production at other thermal mines. We incurred closure and impairment costs during the second quarter relating to the closures. In addition, we recognized goodwill and other intangible asset impairment charges in the second quarter, relating to weak demand and pricing for Power River Basin coal, and in the fourth quarter, relating to weak pricing for metallurgical coal. In order to maintain a strong liquidity position during the market downturn, we refinanced our debt, increasing our average borrowing level to build cash and highly liquid investments on the balance sheet, as well as to decrease our near-term maturities of debt. For a further description of these transactions, see the discussion under "Management's Discussion and Analysis of Financial Condition and Results of Operations"

in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, which is incorporated by reference into this prospectus.

- (2) On June 15, 2011, we completed our acquisition of International Coal Group, Inc., a leading coal producer, adding 12 mining complexes in Appalachia, one complex in the Illinois Basin and one mine under development in Appalachia, along with other coal reserves not in development. To finance the acquisition, we received net proceeds of \$1.25 billion from the sale of 48.0 million shares of our common stock and issued \$2.0 billion in aggregate principal amount of senior unsecured notes. We directly expensed costs related to the financing and acquisition of \$104.2 million. We sold an additional 0.7 million shares of our common stock on July 8, 2011 to cover underwriters' over-allotments for net proceeds of \$18.4 million.
- (3) In the second quarter of 2010, we exchanged 68.4 million tons of coal reserves in the Illinois Basin for an additional 9% ownership interest in Knight Hawk Holdings, LLC (Knight Hawk), increasing our ownership to 42%. We recognized a pre-tax gain of \$41.6 million on the transaction, representing the difference between the fair value and net book value of the coal reserves, adjusted for our retained ownership interest in the reserves through the investment in Knight Hawk.
- (4) On August 9, 2010, we issued \$500.0 million in aggregate principal amount of 7.25% senior unsecured notes due in 2020 at par. We used the net proceeds from the offering and cash on hand to fund the redemption on September 8, 2010 of \$500.0 million aggregate principal amount of our outstanding 6.75% senior notes due in 2013 at a redemption price of 101.125%. We recognized a loss on the redemption of \$6.8 million.

DESCRIPTION OF CERTAIN INDEBTEDNESS

Arch Coal Senior Notes

We have outstanding an aggregate principal amount of \$1,000.0 million of 7.00% Senior Notes due 2019 that were issued at an initial issue price of 100% of face amount. Interest is payable on the 2019 Notes on June 15 and December 15 of each year. At any time on or after June 15, 2015, we may redeem some or all of the 2019 Notes. The redemption price reflected as a percentage of the principal amount is: 103.5% for 2019 Notes redeemed between June 15, 2015 and June 14, 2016; 101.75% for 2019 Notes redeemed between June 15, 2016 and June 14, 2017; and 100% for 2019 Notes redeemed on or after June 15, 2017. In addition, prior to June 15, 2014, at any time and on one or more occasions, we may redeem an aggregate principal amount of 2019 Notes not to exceed 35% of the original aggregate principal amount of the 2019 Notes outstanding with the proceeds of one or more public equity offerings, at a redemption price equal to 107%.

We have outstanding an aggregate principal amount of \$1,000.0 million of 7.25% Senior Notes due 2021 that were issued at an initial issue price of 100% of face amount. Interest is payable on the 2021 Notes on June 15 and December 15 of each year. At any time on or after June 15, 2016, we may redeem some or all of the 2021 Notes. The redemption price reflected as a percentage of the principal amount is: 103.625% for 2021 Notes redeemed between June 15, 2016 and June 14, 2017; 102.417% for 2021 Notes redeemed between June 15, 2017 and June 14, 2018; 101.208% for 2021 Notes redeemed between June 15, 2018 and June 14, 2019; and 100% for 2021 Notes redeemed on or after June 15, 2019. In addition, prior to June 15, 2014, at any time and on one or more occasions, we may redeem an aggregate principal amount of 2021 Notes not to exceed 35% of the original aggregate principal amount of the 2021 Notes outstanding with the proceeds of one or more public equity offerings, at a redemption price equal to 107.25%.

We have outstanding an aggregate principal amount of \$600.0 million of 8.75% Senior Notes due 2016 that were issued at an initial issue price of 97.464% of face amount. Interest is payable on the 2016 Notes on February 1 and August 1 of each year. At any time, we may redeem some or all of the 2016 Notes. The redemption price, reflected as a percentage of the principal amount, is: 104.375% for 2016 Notes redeemed on or prior to July 31, 2014; 102.188% for 2016 Notes redeemed between August 1, 2014 and July 31, 2015; and 100% for 2016 Notes redeemed on or after August 1, 2015.

We have outstanding an aggregate principal amount of \$500.0 million of 7.25% Senior Notes due 2020 that were issued at an initial issue price of 100% of face amount. Interest is payable on the 2020 Notes on April 1 and October 1 of each year. At any time on or after October 1, 2015, we may redeem some or all of the 2020 Notes. The redemption price reflected as a percentage of the principal amount is: 103.625% for 2020 Notes redeemed between October 1, 2015 and September 30, 2016; 102.417% for 2020 Notes redeemed between October 1, 2016 and September 30, 2017; 101.208% for 2020 Notes redeemed between October 1, 2017 and September 30, 2018; and 100% for 2020 Notes redeemed on or after October 1, 2018. In addition, prior to October 1, 2013, at any time and on one or more occasions, we may redeem an aggregate principal amount of 2020 Notes not to exceed 35% of the original aggregate principal amount of the 2020 Notes outstanding with the proceeds of one or more public equity offerings, at a redemption price equal to 107.250%.

The 2016 Notes, 2019 Notes, 2020 Notes and 2021 Notes each are guaranteed by most of our domestic subsidiaries. The respective indentures under which the 2016 Notes, 2019 Notes, 2020 Notes and 2021 Notes were issued contain certain restrictive covenants that limit our ability and the ability of our subsidiaries to, among other things, incur additional debt, sell or transfer assets and make certain investments, pay dividends and enter into transactions with affiliates.

Senior Secured Credit Facility

Our senior secured revolving credit facility provides for borrowings of up to \$2.0 billion in the aggregate and includes a \$350 million revolving credit facility expiring in June 2016 and a six-year \$1.65 billion term loan facility expiring in May 2018.

Borrowings under the credit facility bear interest at a floating rate based on LIBOR determined by reference to our leverage ratio, as calculated in accordance with the credit agreement governing the revolving credit facility (the "Credit Agreement"). Financial covenants contained in our revolving credit facility consist of a maximum leverage ratio, a maximum senior secured leverage ratio and a minimum interest coverage ratio. The leverage ratio requires that we not permit the ratio of total net funded debt (as defined in the Credit Agreement) at the end of any calendar quarter to EBITDA (as defined in the Credit Agreement) for the four quarters then ended to exceed a specified amount. The interest coverage ratio requires that we not permit the ratio of EBITDA (as defined in the Credit Agreement) at the end of any calendar quarter to the consolidated cash interest expense (as defined in the Credit Agreement) for the four quarters then ended to be less than a specified amount. The senior secured leverage ratio requires that we not permit the ratio of total net funded senior secured debt (as defined in the Credit Agreement) at the end of any calendar quarter to EBITDA (as defined in the Credit Agreement) for the four quarters then ended to exceed a specified amount. We were in compliance with all financial covenants at June 30, 2013.

Our obligations under our senior secured credit facility are guaranteed by the following subsidiaries:

- Allegheny Land Company
- Arch Coal Sales Company, Inc.
- Arch Coal Terminal, Inc.
- Arch Coal West, LLC
- Arch Development, LLC
- Arch Energy Resources, LLC
- Arch Flint Ridge, LLC
- Arch Reclamation Services, Inc.
- Arch Western Acquisition Corporation
- Arch Western Acquisition, LLC
- Arch Western Bituminous Group, LLC
- Arch Western Finance, LLC
- Arch Western Resources, LLC
- Arch of Wyoming, LLC
- Ark Land Company
- Ark Land KH, Inc.
- Ark Land LT, Inc.
- Ark Land WR, Inc.
- Ashland Terminal, Inc.
- Bronco Mining Company, Inc.
- Canyon Fuel Company, LLC
- Catenary Coal Holdings, Inc.
- Coal-Mac, Inc.
- CoalQuest Development LLC
- Cumberland River Coal Company
- Hawthorne Coal Company, Inc.
- Hunter Ridge, Inc.
- Hunter Ridge Coal Company
- Hunter Ridge Holdings, Inc.
- ICG, Inc.
- ICG, LLC
- ICG ADDCAR Systems, LLC
- ICG Beckley, LLC
- ICG East Kentucky, LLC
- ICG Eastern, LLC
- ICG Eastern Land, LLC
- ICG Hazard, LLC
- ICG Hazard Land, LLC
- ICG Illinois, LLC
- ICG Knott County, LLC
- ICG Natural Resources, LLC
- ICG Tygart Valley, LLC
- International Coal Group, Inc.
- Juliana Mining Company, Inc.
- King Knob Coal Co., Inc.
- Lone Mountain Processing, Inc.
- Marine Coal Sales Company
- Melrose Coal Company, Inc.
- Mingo Logan Coal Company
- Mountain Coal Company, L.L.C.
- Mountain Gem Land, Inc.
- Mountain Mining, Inc.
- Mountaineer Land Company
- Otter Creek Coal, LLC
- Patriot Mining Company, Inc.
- Powell Mountain Energy, LLC
- Prairie Holdings, Inc.
- Shelby Run Mining Company, LLC
- Simba Group, Inc.
- Thunder Basin Coal Company, L.L.C.
- Triton Coal Company, LLC
- Upshur Property, Inc.
- Vindex Energy Corporation
- Western Energy Resources, Inc.
- White Wolf Energy, Inc.
- Wolf Run Mining Company

The obligations of Arch Coal, Inc. and the guarantors under the senior secured credit facility are secured by substantially all of their assets, including Arch Coal's ownership interests in substantially all of its subsidiaries, except its ownership interest in Arch Receivable Company, LLC. On July 27, 2013, we entered into a Unit Purchase Agreement with Bowie Resources, LLC pursuant to which we agreed to sell Canyon Fuel Company, LLC and certain related assets for \$435.0 million, subject to certain purchase price adjustments. The closing of the transaction, which is subject to the satisfaction of various terms and conditions set forth in the Unit Purchase Agreement, is currently expected to occur in the third quarter of 2013. Upon completion of the transaction, Canyon Fuel Company, LLC will be released as a guarantor of the exchange notes in accordance with the terms of the indenture governing the exchange notes.

Our senior secured credit facility restricts our ability to incur additional indebtedness, create liens, make investments or specified payments, give guarantees, pay dividends, make capital expenditures and merge or acquire or sell assets. In addition, certain additional covenants under our senior secured credit facility would be triggered if the unused borrowing availability were to fall below specified levels,

including fixed charge coverage ratio requirements. Our senior secured credit facility contains customary events of default, including, without limitation, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults under other debt or hedging arrangements of Arch Coal, Inc. or any of the guarantors, certain events of bankruptcy and insolvency, judgment defaults and the failure of any guaranty or security document supporting the agreement to be in full force and effect.

Accounts Receivable Securitization

We are party to a \$250.0 million accounts receivable securitization program whereby eligible trade receivables are sold, without recourse, to a multi-seller, asset-backed commercial paper conduit. The credit facility supporting the borrowings under the program is subject to renewal annually and expires December 10, 2013. Under the terms of the program, eligible trade receivables consist of trade receivables generated by our operating subsidiaries. Actual borrowing capacity is based on the allowable amounts of accounts receivable as defined under the terms of the agreement governing the program. Although the participants in the program bear the risk of non-payment of purchased receivables, we have agreed to indemnify the participants with respect to various matters. The participants under the program will be entitled to receive payments reflecting a specified discount on amounts funded under the program, including drawings under letters of credit, calculated on the basis of the base rate or commercial paper rate, as applicable. We pay facility fees, program fees and letter of credit fees (based on amounts of outstanding letters of credit) at rates that vary with our leverage ratio. Under the program, we are subject to certain affirmative, negative and financial covenants customary for financings of this type, including restrictions related to, among other things, liens, payments, merger or consolidation and amendments to the agreements underlying the receivables pool. A termination event would permit the administrator to terminate the program and enforce any and all rights, subject to cure provisions, where applicable. Additionally, the program contains cross-default provisions, which would allow the administrator to terminate the program in the event of non-payment of other material indebtedness when due and any other event which results in the acceleration of the maturity of material indebtedness.

THE EXCHANGE OFFER

In connection with the issuance of the original notes, we and the guarantors entered into a registration rights agreement dated November 21, 2012 with Merrill Lynch, Pierce, Fenner & Smith Incorporated, acting as the representative of the initial purchasers of the original notes. Pursuant to the registration rights agreement, we agreed to use commercially reasonable efforts to (i) file a registration statement to register an offer to exchange the original notes for new notes registered under the Securities Act having substantially the same terms as the original notes and evidencing the same indebtedness as the original notes and (ii) cause the registration statement to be declared effective under the Securities Act. We also agreed to file and keep effective a shelf registration statement to cover resales of the original notes under certain circumstances.

We and the guarantors have agreed to use commercially reasonable efforts to cause the exchange offer to be completed within 365 days after the issuance of the original notes. If we fail to satisfy our registration obligations under the registration rights agreement, we will be required to pay additional interest to the holders of the original notes under certain circumstances. In the event that the exchange offer has not been consummated within 365 days after the issuance of the original notes, the interest rate on the original notes will be increased by 0.25% per annum for the first 90 days immediately following that date, and by an additional 0.25% per annum at the beginning of each subsequent 90-day-period, until the exchange offer has been consummated; *provided, however*, that the additional interest rate on the notes may not exceed at any one time in the aggregate 1.00% per annum. Following the consummation of the exchange offer, the accrual of any applicable additional interest shall cease.

Our obligations under the registration rights agreement to register an exchange offer will terminate upon the completion of the exchange offer. However, under certain limited circumstances specified in the registration rights agreement, we may be required to file a shelf registration statement for a continuous offer in connection with the original notes. We currently do not anticipate that we will register any resales of original notes under the Securities Act.

The following summary of certain provisions of the registration rights agreement 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, a copy of which may be obtained as described under "Where You Can Find More Information." The registration rights agreement is incorporated by reference as an exhibit to the registration statement of which this prospectus forms a part.

The exchange offer will permit eligible holders of original notes to exchange their original notes for exchange notes with substantially identical terms, except that:

- the exchange notes generally will not be subject to the restrictions on transfer applicable to the original notes or bear restrictive legends;
- the exchange notes will not be entitled to registration rights; and
- the exchange notes will not have the right to earn additional interest under circumstances relating to our registration obligations.

The exchange notes will be issued under, and will be entitled to the benefits of, the same indenture that governs the original notes and will evidence the same debt as the original notes. The exchange notes and the original notes that remain outstanding after the consummation of the exchange offer will be treated as a single series of notes under the indenture governing the original notes and the exchange notes.

General

We will issue exchange notes for tendered and accepted original notes promptly after expiration of the exchange offer. For each original note surrendered to us pursuant to the exchange offer, the holder of such original note will receive an exchange note having a principal amount equal to that of the surrendered original note. Interest on each exchange note will accrue from the last interest payment date on which interest was paid on the original note surrendered in exchange therefor.

In connection with the issuance of the original notes, we arranged for the original notes to be issued in the name of Cede & Co. (DTC's partnership nominee), as depositary. The global certificates representing the original notes were deposited with UMB Bank National Association, as trustee with respect to the original notes, as custodian for DTC. The exchange notes will also be issued in the form of global notes registered in the name of DTC or its nominee, as depositary, and each beneficial owner's interest in the exchange notes will be transferable in book-entry form through DTC. The global certificates representing the exchange notes will be deposited with UMB Bank National Association, as trustee with respect to the exchange notes, as custodian for DTC.

Holders of original notes do not have any appraisal or dissenters' rights in connection with the exchange offer. Original notes which are not tendered for exchange or are tendered but not accepted in connection with the exchange offer because they have not been validly tendered will remain outstanding and be entitled to the benefits of the indenture under which they were issued, including accrual of interest, but, subject to a limited exception, will not be entitled to any registration rights under the registration rights agreement. See "—Consequences of Failure to Tender."

We will be deemed to have accepted validly tendered original notes when and if we have given written notice to the exchange agent of our acceptance. The exchange agent will act as agent for the tendering holders for the purpose of receiving the exchange notes from us. If any tendered original notes are not accepted for exchange because of an invalid tender, the occurrence of other events described in this prospectus or otherwise, we will return the certificates for any unaccepted original notes, at our expense, to the tendering holder promptly upon the expiration or termination of the exchange offer. In the case of any such original notes tendered by book-entry transfer into the exchange agent's account at DTC, according to the procedures described in this prospectus, those original notes will be credited to an account maintained with DTC, for original notes, as soon as practicable after rejection of the tender or termination of the exchange offer.

The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of the original notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of that jurisdiction.

Eligibility; Transferability

Under existing interpretations of the Securities Act by the staff of the SEC contained in several no-action letters to third parties that are not related to us, and subject to the immediately following sentence, we believe that the exchange notes will generally be freely transferable by holders after the exchange offer without further compliance with the registration and prospectus delivery requirements of the Securities Act (subject to certain representations required to be made by each holder of original, as set forth under "—Procedures for Tendering"). However, any holder of original notes who:

- is our "affiliate," as defined in Rule 405 under the Securities Act;
- is not acquiring the exchange notes in the exchange offer in the ordinary course of its business;
- is engaged in or intends to engage in, or has an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes it will receive in the exchange offer;

- is holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; or
- is acting on behalf of a person who, to its knowledge, falls into one of the above categories,

will not be able to rely on the interpretations of the staff of the SEC, will not be permitted to tender original notes in the exchange offer and, in the absence of any exemption, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes.

Our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to this exchange offer. We do not intend to seek our own interpretation from the SEC with respect to this exchange offer. We will not be responsible for or indemnify you against any liability you may incur under the Securities Act in connection with any transfer of exchange notes.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes that were acquired by the broker-dealer as a result of market-making or other trading activity must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. See "Plan of Distribution."

Expiration of the Exchange Offer; Extensions; Amendments

The exchange offer will expire at 12:00 midnight, New York City time, at the end of _____, 2013, unless we extend the exchange offer. To extend the exchange offer, we will notify the exchange agent and each registered holder of any extension before 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. We reserve the right to extend the exchange offer, delay accepting any tendered original notes or, if any of the conditions described below under the heading "—Conditions" have not been satisfied, to terminate the exchange offer. We do not currently intend to extend the expiration of the exchange offer. We will delay acceptance only due to an extension of the exchange offer. We also reserve the right to amend the terms of the exchange offer in any manner. We will give written notice of such delay, extension, termination or amendment to the exchange agent. If we amend the exchange offer in a manner that we consider material, we will disclose such amendment by means of a prospectus supplement, and we will extend the exchange offer to the extent required under applicable securities laws. If we determine to make a public announcement of any delay, extension, amendment or termination of the exchange offer, we will do so by making a timely release through an appropriate news agency. If we delay accepting any original notes or terminate the exchange offer, we promptly will pay the consideration offered, or return any original notes deposited, pursuant to the exchange offer as required by Rule 14e-1(c) under the Exchange Act.

Conditions

Notwithstanding any other term of the exchange offer, we will not be required to accept for exchange, or issue any exchange notes for, any original notes, and may terminate or amend the exchange offer before the expiration of the exchange offer, if:

- we determine that the exchange offer violates any law, statute, rule, regulation or interpretation by the staff of the SEC or any order of any governmental agency or court of competent jurisdiction; or
- any action or proceeding is instituted or threatened in any court or by or before any governmental agency relating to the exchange offer which, in our judgment, could reasonably be expected to impair our ability to proceed with the exchange offer.

The conditions listed above are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any of these conditions. We may waive these conditions in our discretion, in whole or in part, at any time and from time to time prior to the expiration date. The failure by us at any time to exercise any of the above rights shall not be considered a waiver of such right, and such right shall be considered an ongoing right which may be asserted at any time and from time to time.

In addition, we will not accept for exchange any original notes tendered, and no exchange notes will be issued in exchange for those original notes, if at any time any stop order is threatened or issued with respect to the registration statement for the exchange offer and the exchange notes or with respect to the qualification of the indenture governing the exchange notes under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). In any such event, we must use commercially reasonable efforts to obtain the withdrawal of any stop order as soon as practicable.

In addition, we will not be obligated to accept for exchange the original notes of any holder that has not made to us the representations described under "—Eligibility; Transferability" and "Plan of Distribution."

Procedures for Tendering

Delivery of Letter of Transmittal and Original Notes

Only a holder of record of original notes may tender original notes in the exchange offer. In order to tender original notes in the exchange offer, a holder of original notes must deliver a letter of transmittal and deliver the original notes to the exchange agent. Delivery of the original notes may be made by book-entry transfer to the exchange agent's account at DTC.

Specifically, to accept the exchange offer by delivery of a letter of transmittal and original notes, a holder must:

- complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal, have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires and deliver the letter of transmittal or facsimile to the exchange agent, including all other required documents at the address set forth below under "—Exchange Agent", prior to the expiration of the exchange offer; and
- if a holder holds original notes in book-entry form, deliver the original notes so that the exchange agent receives timely confirmation of book-entry transfer of the original notes into the exchange agent's account at DTC prior to expiration of the exchange offer.

If the applicable letter of transmittal is signed by the record holder(s) of the original notes tendered, the signature must correspond with the name(s) written on the face of the original notes without alteration, enlargement or any change whatsoever. If the applicable letter of transmittal is signed by a participant in DTC, the signature must correspond with the name as it appears on the security position listing as the holder of the original notes.

A signature on a letter of transmittal or a notice of withdrawal must be guaranteed by an eligible guarantor institution. Eligible guarantor institutions include banks, brokers, dealers, municipal securities dealers, municipal securities brokers, government securities dealers, government securities brokers, credit unions, national securities exchanges, registered securities associations, clearing agencies and savings associations. The signature need not be guaranteed by an eligible guarantor institution if the original notes are tendered:

- by a registered holder which has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible institution.

If the letter of transmittal is signed by a person other than the registered holder of any original notes, the original notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the original notes, and an eligible guarantor institution must guarantee the signature on the bond power.

If the letter of transmittal or any original 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, these persons should so indicate when signing. Unless we waive this requirement, they should also submit evidence satisfactory to us of their authority to deliver the letter of transmittal.

Automated Tender Offer Program

If a holder is a participant in DTC and is transferring its original notes in book-entry form through DTC, then the exchange agent and DTC have confirmed that such a holder may utilize the DTC ATOP procedures to tender original notes in lieu of delivering a letter of transmittal.

To use this alternative procedure:

- a holder may instruct DTC, in accordance with the ATOP system, to transmit on its behalf a computer-generated message to the exchange agent in which the holder of the original notes acknowledges and agrees to be bound by the terms of the letter of transmittal, which computer-generated message must be received by the exchange agent prior to 12:00 midnight, New York City time, at the end of the expiration date; and
- the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of original notes into the exchange agent's account at DTC, according to the procedure for book-entry transfer described below.

However, the exchange for any original notes tendered through the ATOP system will only be made after a book-entry confirmation of a book-entry transfer of original notes into the exchange agent's account and timely receipt by the exchange agent of an agent's message and any other documents required by the letter of transmittal. The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a participant tendering original notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce that agreement against the participant.

Additional Terms and Procedures

Regardless of whether a holder delivers a letter of transmittal or uses the ATOP system, a tender by a holder that is not validly withdrawn before expiration of the exchange offer will constitute an agreement between that holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal. If a holder completing a letter of transmittal tenders less than all of the original notes held by the holder, the tendering holder should fill in the applicable box of the letter of transmittal. The full amount of original notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.

The method of delivery of original notes and the letter of transmittal and all other required documents to the exchange agent is at the election and sole risk of the holder. Instead of delivery by mail, a holder should use an overnight or hand delivery service. In all cases, a holder should allow for sufficient time to ensure delivery to the exchange agent before the expiration of the exchange offer. A holder may request its broker, dealer, commercial bank, trust company or nominee to effect these

transactions for the holder. A holder should send any note, letter of transmittal or other required document only to the exchange agent and not directly to us.

Any beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender original notes in the exchange offer should contact the applicable registered holder promptly and instruct it to tender on the beneficial owner's behalf. If the beneficial owner wishes to tender on its own behalf, it must, prior to completing and executing the letter of transmittal and delivering its original notes, either:

- make appropriate arrangements to register ownership of the original notes in the owner's name; or
- obtain a properly completed bond power from the registered holder of original notes.

A transfer of registered ownership may take considerable time and may not be completed prior to the expiration of the exchange offer.

We will determine in our sole discretion all questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of the tendered original notes. Our determination will be final and binding. We reserve the absolute right to reject any original notes not properly tendered or any original notes the 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 original 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.

Unless waived, any defects or irregularities in connection with tenders of original notes must be cured within the time that we determine. Although we intend to notify holders of defects or irregularities with respect to tenders of original notes to the extent practicable, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tendere of original notes will not be deemed made until those defects or irregularities have been cured or waived. Any original notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent without cost to the tendering holder, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

In all cases, we will issue exchange notes for original notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

- a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent's message through the ATOP system; and
- the original notes or a book-entry confirmation that the original notes have been transferred into the exchange agent's account at DTC.

Holders should receive copies of the applicable letter of transmittal with the prospectus. A holder may obtain copies of the applicable letter of transmittal for the original notes from the exchange agent by contacting the exchange agent by one of the means set forth below under "—Exchange Agent."

By signing the letter of transmittal, or causing DTC to transmit an agent's message to the exchange agent through the ATOP system, each tendering holder of original notes will, among other things, make the representations in the letter of transmittal described under "—Eligibility; Transferability."

Methods of Delivery of Original Notes

The exchange agent will make a request to establish an account with respect to the original notes at DTC for purposes of the exchange offer within three business days after the date of this prospectus.

A holder whose notes are not held in certificated form must deliver the notes by making a book-entry transfer of the notes into this account, which must be received before the expiration of the exchange offer.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, holders of original notes may withdraw their tenders at any time before expiration of the exchange offer. For a withdrawal to be effective, the exchange agent must receive a computer-generated notice of withdrawal transmitted by DTC on behalf of the holder in accordance with the standard operating procedures of DTC, or a written notice of withdrawal, which may be by telegram, telex, facsimile transmission or letter, delivered to the exchange agent by one of the means described below under "—Exchange Agent."

Any valid notice of withdrawal must:

- specify the name of the person having tendered the original notes to be withdrawn;
- identify the original notes to be withdrawn (including the certificate number(s) of the original notes physically delivered) and principal amount of such original notes, or, in the case of original notes transferred by book-entry transfer, the name of the account at DTC; and
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such original notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the original notes register the transfer of such original notes into the name of the person withdrawing the tender.

If original notes have been tendered pursuant to the procedure for book-entry transfer described above, any valid notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn original notes and otherwise comply with the procedures of the facility.

We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal, and our determination shall be final and binding on all parties. We will deem any original notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer. We will return any original notes that have been tendered for exchange but that are not exchanged for any reason to their holder without cost to the holder. In the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC, according to the procedures described above, those original notes will be credited to an account maintained with DTC, for original notes, as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. You may retender properly withdrawn original notes by following one of the procedures described under "—Procedures for Tendering" above at any time before expiration of the exchange offer.

Exchange Agent

UMB Bank National Association has been appointed as exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this

prospectus or of the letter of transmittal and requests for the notice of withdrawal to the exchange agent addressed as follows:

*By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):*

UMB Bank, National Association
2 South Broadway, 6th Floor
St. Louis, Missouri 63102
Attn.: Richard F. Novosak

For Information Call:
314-612-8483

*By Facsimile Transmission
(for eligible institutions only):*

314-612-8499
Attn: Richard F. Novosak

Fax cover sheets should provide a call back
number and request a call back, upon receipt.

Confirm receipt by calling:
314-612-8483

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SHOWN ABOVE OR TRANSMISSION VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Fees and Expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail. However, we may make additional solicitations by telegraph, telephone or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We shall, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses.

We will pay the cash expenses to be incurred in connection with the exchange offer, including the following:

- SEC registration fees;
- fees and expenses of the exchange agent and trustee;
- our accounting and legal fees; and
- our printing and mailing costs.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of original notes under the exchange offer, except as follows. The tendering holder will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- exchange notes are to be delivered to, or issued in the name of, any person other than the registered holder of the original notes so exchanged;
- tendered original notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of original notes under the exchange offer.

If satisfactory evidence of payment of transfer taxes is not submitted with the letter of transmittal, the amount of any transfer taxes will be billed to the tendering holder.

Accounting Treatment

We will record the exchange notes at the same carrying value as the original notes as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon completion of the exchange offer.

Consequences of Failure to Tender

All untendered original notes will remain subject to the restrictions on transfer provided for in the original notes and in the indenture governing the original notes. Generally, the original notes that are not exchanged for exchange notes pursuant to the exchange offer will remain restricted securities. Accordingly, such original notes may be resold only:

- to us (upon redemption thereof or otherwise);
- pursuant to a registration statement which has been declared effective under the Securities Act;
- for so long as the original notes are eligible for resale pursuant to Rule 144A, to a person the holder of the original notes and any person acting on its behalf reasonably believes is a "qualified institutional buyer" as defined in Rule 144A, that purchases for its own account or for the account of another qualified institutional buyer, in each case to whom notice is given that the transfer is being made in reliance on Rule 144A; or
- pursuant to any other available exemption from the registration requirements of the Securities Act (in which case we and the trustee shall have the right to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to us and the trustee),

in each case subject to compliance with any applicable foreign, state or other securities laws.

Upon completion of the exchange offer, due to the restrictions on transfer of the original notes and the absence of such restrictions applicable to the exchange notes, it is likely that the market, if any, for original notes will be relatively less liquid than the market for exchange notes. Consequently, holders of original notes who do not participate in the exchange offer could experience significant diminution in the value of their original notes, compared to the value of the exchange notes. The holders of original notes not tendered will have no further registration rights, except that, under limited circumstances, we may be required to file a shelf registration statement for a continuous offer of original notes. We currently do not anticipate that we will register any resales of original notes under the Securities Act.

DESCRIPTION OF THE EXCHANGE NOTES

Arch Coal issued the original notes and will issue the exchange notes under an Indenture dated as of November 21, 2012 (the "Indenture"), among Arch Coal, the Guarantors and UMB Bank National Association, as trustee (the "Trustee"). The Indenture has been filed as an exhibit to the registration statement of which this prospectus is a part. The Indenture complies with the Trust Indenture Act. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to certain provisions of the Trust Indenture Act.

On November 21, 2012, Arch Coal issued \$375,000,000 aggregate principal amount of original notes under the Indenture. The terms of the exchange notes will be identical in all material respects to the terms of the original notes, except for certain transfer restrictions and registration and other rights relating to the exchange of the original notes for exchange notes. UMB Bank National Association, as trustee, will authenticate and deliver exchange notes for original issue in exchange for a like principal amount of original notes of the same series. The exchange notes and the original notes that remain outstanding after the consummation of the exchange offer will be treated as a single series of notes under the Indenture, including for purposes of determining whether the required percentage of holders have given their approval or consent to an amendment or waiver or joined in directing the trustee to take certain actions on behalf of all holders. Accordingly, all references in this "Description of the Exchange Notes" to specified percentages in aggregate principal amounts of outstanding Notes shall be deemed to mean at any time after the exchange offer is consummated that percentage in aggregate principal amount of the original notes and the exchange notes then outstanding. For purposes of this description, references to the "Notes" include the exchange notes and the original notes that remain outstanding after the consummation of the exchange offer.

You can find the definitions of certain terms used in this "Description of the Exchange Notes" under the subheading "—Certain Definitions." In this "Description of the Exchange Notes," the term "Arch Coal" refers only to Arch Coal, Inc. and not to any of its subsidiaries.

You are encouraged to read the Indenture and the Registration Rights Agreement because they, and not this "Description of the Exchange Notes", define your rights as a holder of the Notes, including your registration rights. Copies of the Indenture and the Registration Rights Agreement are available upon request to Arch Coal at the address indicated under "Where You Can Find More Information."

Brief Description of the Notes and the Guarantees

The Notes

The Notes will:

- be Arch Coal's general unsecured obligations;
- be initially issued in an aggregate principal amount of \$375.0 million, subject to Arch Coal's ability to issue additional notes under certain circumstances;
- rank equally in right of payment with any and all of Arch Coal's existing and future Debt that is not subordinated in right of payment to the Notes, including the Arch Coal Senior Notes;
- be structurally subordinated to all existing and future Debt of Subsidiaries of Arch Coal that do not provide Note Guarantees, including the accounts receivable securitization program;
- be effectively subordinated to all existing and future secured Debt of Arch Coal to the extent of the assets securing such Indebtedness, including Debt under the Amended and Restated Credit Agreement;

- rank senior in right of payment with any and all of Arch Coal's future Debt that is subordinated in right of payment to the Notes; and
- be initially guaranteed on a senior basis by the Subsidiaries of Arch Coal that guarantee the repayment of Debt under the Amended and Restated Credit Agreement or any capital markets Debt.

The Note Guarantees

Each Note Guarantee will:

- be a general unsecured obligation of the Guarantor that granted such Note Guarantee;
- be effectively subordinated to all existing and future secured Debt of such Guarantor to the extent of the assets securing such Debt, including Debt of the Guarantors with respect to the Credit Facilities;
- rank equally in right of payment with any and all of such Guarantor's existing and future Debt that is not subordinated in right of payment to its Note Guarantee, including its Guarantee of the Arch Coal Senior Notes; and
- rank senior in right of payment to any and all of such Guarantor's future Debt that is subordinated in right of payment to its Note Guarantee.

On July 27, 2013, we entered into a Unit Purchase Agreement with Bowie Resources, LLC pursuant to which we agreed to sell Canyon Fuel Company, LLC and certain related assets for \$435.0 million, subject to certain purchase price adjustments. The closing of the transaction, which is subject to the satisfaction of various terms and conditions set forth in the Unit Purchase Agreement, is currently expected to occur in the third quarter of 2013. Upon completion of the transaction, Canyon Fuel Company, LLC will be released as a guarantor of the exchange notes in accordance with the terms of the indenture governing the exchange notes.

General

As of June 30, 2013:

- Arch Coal had approximately \$5.1 billion of indebtedness outstanding on a consolidated basis, including the original notes and excluding intercompany notes;
- on a combined basis, the Guarantors had total Debt of approximately \$24.4 million, excluding an intercompany note, the Note Guarantees, Guarantees of the Arch Coal Senior Notes and Guarantees under the Amended and Restated Credit Agreement; and
- on a combined basis, the Subsidiaries that will not guarantee the Notes had (i) no Debt, (ii) total liabilities of approximately \$0.7 million and (iii) total assets of approximately \$27.4 million

Not all of Arch Coal's Subsidiaries will guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, the non-guarantor Subsidiaries will be required to repay financial and trade creditors before distributing any assets to Arch Coal or a Guarantor. For the six months ended June 30, 2013 and the year ended December 31, 2012, the non-guarantor Subsidiaries did not generate any of Arch Coal's consolidated revenues.

As of the date of this prospectus, substantially all of Arch Coal's Subsidiaries are "Restricted Subsidiaries." However, under the circumstances described below under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries," Arch Coal is permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." Arch Coal's Unrestricted

Subsidiaries are not subject to any of the restrictive covenants in the Indenture. Arch Coal's Unrestricted Subsidiaries will not guarantee the Notes.

Holding Company Structure

Arch Coal is a holding company for its Subsidiaries and has no material operations of its own and only limited assets. Accordingly, Arch Coal is dependent upon the distribution of the earnings of its Subsidiaries, whether in the form of dividends, advances or payments on account of intercompany obligations, to service its debt obligations.

Principal, Maturity and Interest

Arch Coal is issuing up to \$375.0 million aggregate principal amount of exchange notes in this exchange offer. In addition, subject to compliance with the limitation described under "—Certain Covenants—Limitation on Debt," Arch Coal may in the future issue an unlimited principal amount of additional Notes from time to time after this exchange offer under the same Indenture (the "Additional Notes") without the consent of the Holders. Any Additional Notes that Arch Coal issues in the future will be identical in all 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, may have different issuance prices and may not be fungible for trading purposes with the Notes. Arch Coal will issue Notes only in fully registered form without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The Notes will mature on June 15, 2019.

The Notes will bear interest at the rate of 9.875% per year, from the Issue Date or, if interest has already been paid, from the most recent date on which interest has been paid. Interest on the Notes will be payable semi-annually in arrears on June 15 and December 15, commencing on June 15, 2013. Arch Coal will pay interest to those persons who were Holders of record on the June 1 or December 1 immediately preceding each interest payment date. Interest on the Notes will accrue from the Issue Date or, if interest has already been paid, from the date of the last interest payment date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Note Guarantees

The Notes will initially be guaranteed by each Restricted Subsidiary of Arch Coal that guarantees Debt under the Amended and Restated Credit Agreement or any other capital markets Debt. The Guarantors will consist of substantially all of Arch Coal's Subsidiaries. The Indenture also requires that each existing and future Restricted Subsidiary that is not otherwise a Guarantor that Guarantees or secures the payment of any other Debt of Arch Coal or any of its Restricted Subsidiaries under the Amended and Restated Credit Agreement or capital markets Debt will be required to Guarantee the Notes as described below under the caption "—Certain Covenants—Guarantors by Restricted Subsidiaries."

Each of the Guarantors will unconditionally guarantee, on a joint and several basis with all other Guarantors, all of Arch Coal's obligations under the Notes, including its obligations to pay principal, interest, and premium, if any, with respect to the Notes. The Note Guarantees will be general unsecured obligations of the Guarantors and rank *pari passu* with all existing and future Debt of the Guarantors that is not, by its terms, expressly subordinated in right of payment to the Guarantees. The obligations of each Guarantor will be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such 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 such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, will result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent

conveyance or fraudulent transfer under federal or state law. See "Risk Factors—Risks Related to the Exchange Notes—Federal and state fraudulent conveyance laws may permit a court to void the exchange notes and the related guarantees, and, if that occurs, you may not receive any payments on the exchange notes." Each Guarantor that makes a payment or distribution under a Note Guarantee will be entitled to a contribution from each other Guarantor in a pro rata amount, based on the net assets of each Guarantor determined in accordance with GAAP. Except as provided in "Certain Covenants—Limitation on Asset Sales," Arch Coal will not be restricted from selling or otherwise disposing of any of the Guarantors.

The Indenture provides that:

(i) in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of the Capital Stock of any Guarantor, after which the applicable Guarantor is no longer a Restricted Subsidiary, such Guarantor will be released and relieved of any obligations under its Guarantee; *provided* that the Net Available Cash from such 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 the Guarantee of the Amended and Restated Credit Agreement or the Guarantee of a Guarantor that resulted in the creation of the Note Guarantee of such Guarantor, except a discharge or release by or as a result of payment under such other Guarantee, such Guarantor will be released and relieved of any obligations under its Note Guarantee;

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

(iv) upon the satisfaction and discharge of the Indenture as described under "—Satisfaction and Discharge," or upon the defeasance of the Indenture as described under "—Defeasance," each Guarantor will be released and relieved of any obligations under its Note Guarantee.

Optional Redemption

Except as set forth in the following two paragraphs, the Notes will not be redeemable at the option of Arch Coal prior to December 15, 2016. Starting on that date, Arch Coal may redeem all or any portion of the Notes, at once or over time, upon not less than 30 nor more than 60 days' prior notice. 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, if any, due on the relevant interest payment date). The following prices are for Notes redeemed during the 12-month period commencing on June 15 of the years set forth below, and are expressed as percentages of principal amount:

<u>Year</u>	<u>Redemption Price</u>
2016	104.938%
2017	102.469%
2018 and thereafter	100.000%

In addition, at any time and from time to time, prior to December 15, 2015, on one or more occasions, Arch Coal may redeem an aggregate principal amount of Notes not to exceed 35% of the aggregate principal amount of the Notes (calculated giving effect to any issuance of Additional Notes) with the proceeds of one or more Equity Offerings, at a redemption price equal to 109.875% 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 aggregate principal amount of the Notes (calculated giving effect to any issuance of Additional Notes) remains outstanding immediately after the occurrence of such redemption (excluding any Notes held by Arch Coal or any of its Subsidiaries). Any such redemption shall be made within 90 days after the date of the closing of such Equity Offering.

At any time prior to December 15, 2016, Arch Coal may, at its option, on one or more occasions redeem all or any portion of the Notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of the date of redemption, and, without duplication, accrued and unpaid interest, if any, to the redemption date (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Sinking Fund; Open Market Purchases

There will be no mandatory redemption or sinking fund payments for the Notes. Arch Coal may at any time and from time to time purchase Notes in the open market or otherwise.

Repurchase at the Option of Holders Upon a Change of Control

Upon the occurrence of a Change of Control, unless Arch Coal has previously or concurrently mailed a redemption notice with respect to all outstanding Notes as described under "—Optional Redemption," each Holder of Notes shall have the right to require Arch Coal to repurchase all or any part of such 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 thereof, plus accrued and unpaid interest, if any, 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, 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 shall be subject to repurchase.

Within 30 days following any Change of Control, Arch Coal shall:

- (a) cause a notice of the Change of Control Offer to be sent at least once to the Dow Jones News Service or similar business news service in the United States; and
- (b) send or cause to be sent, by first-class mail, with a copy to the Trustee, to each Holder of Notes, at such Holder's address appearing in the Security Register, a notice stating:
 - (1) that a Change of Control has occurred and 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 properly tendered will be accepted for payment;
 - (2) the Change of Control Purchase Price and the repurchase date, which shall 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 such notice is mailed; and
 - (3) 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 thereof) for payment.

Arch Coal 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 Arch Coal and purchases all Notes validly tendered and not withdrawn under such Change of

Control Offer. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

With respect to the Notes, if Holders of not less than 95% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and Arch Coal, or any third party making a Change of Control Offer in lieu of Arch Coal as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, Arch Coal or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to the applicable Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, thereon, to the date of redemption.

Arch Coal 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, Arch Coal 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 such compliance.

Arch Coal has no present intention to engage in a transaction involving a Change of Control, although it is possible that it could decide to do so in the future. Subject to certain covenants described below, Arch Coal 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 such 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" of the Property of Arch Coal 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 Coal 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 Arch Coal to repurchase its Notes may be uncertain. In such a case, Holders of the Notes may not be able to resolve this uncertainty without resorting to legal action. In addition, Holders of Notes may not be entitled to require Arch Coal to repurchase their Notes in certain circumstances involving a significant change in the composition of the Board of Directors of Arch Coal, including in connection with a proxy contest, where Arch Coal's Board of Directors does not endorse a dissident slate of directors but approves them for purposes of the Indenture.

The Amended and Restated Credit Agreement provides that the debt thereunder be repaid upon the occurrence of certain events that would constitute a change of control thereunder. Future Debt of Arch Coal may contain similar provisions. In addition, Arch Coal's ability to pay cash to Holders of Notes upon a repurchase may be limited by Arch Coal's then existing financial resources. Arch Coal cannot assure you that sufficient funds will be available when necessary to make any required repurchases. Arch Coal's failure to repurchase Notes in connection with a Change of Control would result in a default under the Indenture. Such a default could, in turn, constitute a default under other debt of Arch Coal and its Subsidiaries. Arch Coal'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 such 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

Covenant Termination. Set forth below are summaries of certain covenants that are contained in the Indenture. 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 Coal 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;"
- "—Designation of Restricted and Unrestricted Subsidiaries;" and
- clause (d) of the first paragraph of "—Merger, Consolidation and Sale of Property."

As a result, the Notes will be entitled to substantially less protection from and after the date of termination of the covenants.

Limitation on Debt. Arch Coal shall not, and shall 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 such Incurrence or be continuing following such Incurrence and either:

- (1) such Debt is Debt of Arch Coal or a Guarantor, and, after giving effect to the Incurrence of such Debt and the application of the proceeds thereof, Consolidated Interest Coverage Ratio of Arch Coal would be at least 2.0 to 1.0, or
- (2) such Debt is Permitted Debt.

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

- (a) Debt under Credit Facilities (including, without limitation, the Incurrence of Guarantees thereof) in an aggregate principal amount at any one time outstanding pursuant to this clause (a) not to exceed the greater of (i) \$3,000.0 million, less the aggregate amount of all Net Available Cash from Asset Sales applied by Arch Coal or any Restricted Subsidiary to Repay any such Debt pursuant to the covenant described below under the caption "—Limitation on Asset Sales" and (ii) an amount equal to 3.0 times Arch Coal's EBITDA with respect to Arch Coal's most recent four full fiscal quarters for which internal financial statements of Arch Coal are available, calculated on a pro forma basis consistent with the definition of Consolidated Interest Coverage Ratio;
- (b) Debt of Arch Coal and any Restricted Subsidiary evidenced by the Notes issued on the Issue Date and the Note Guarantees thereof and any Exchange Notes in respect of such Notes and the related Note Guarantees thereof;
- (c) Debt of Arch Coal or a Restricted Subsidiary in respect of Capital Lease Obligations and Purchase Money Debt; *provided* that the aggregate principal amount of all Debt Incurred and then outstanding pursuant to this clause (c) (together with all Permitted Refinancing Debt Incurred and then outstanding in respect of Debt previously Incurred pursuant to this clause (c)) does not

exceed, at any one time outstanding, the greater of (x) \$750.0 million and (y) 7.5% of Consolidated Net Tangible Assets;

(d) Debt of Arch Coal owing to and held by any Restricted Subsidiary and Debt of a Restricted Subsidiary owing to and held by Arch Coal or any Restricted Subsidiary; *provided, however*, that any subsequent issue or transfer of Capital Stock that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Debt (except to Arch Coal or a Restricted Subsidiary or any pledge of such Debt constituting a Permitted Lien) shall be deemed, in each case, to constitute the Incurrence of such Debt by the issuer thereof;

(e) Debt under Interest Rate Agreements entered into by Arch Coal or a Restricted Subsidiary in the ordinary course of business;

(f) Debt under Currency Exchange Protection Agreements entered into by Arch Coal or a Restricted Subsidiary in the ordinary course of business;

(g) Debt under Commodity Price Protection Agreements entered into by Arch Coal or a Restricted Subsidiary in the ordinary course of business;

(h) Debt in connection with one or more standby letters of credit, performance bonds, bid bonds, appeal bonds, bankers acceptances, insurance obligations, surety bonds, completion guarantees or other similar bonds and obligations, including self-bonding arrangements, issued by Arch Coal 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;

(i) Debt of Arch Coal or any Restricted Subsidiary under one or more unsecured commercial paper facilities in an aggregate amount pursuant to this clause (i) (including all Permitted Refinancing Debt Incurred and then outstanding in respect of Debt previously Incurred pursuant to this clause (i)) not to exceed \$150.0 million at any one time outstanding;

(j) Debt of Arch Coal or a Restricted Subsidiary outstanding on the Issue Date not otherwise described in clauses (a) through (i) above or (k) through (r) below, including the Arch Coal Senior Notes and the related Guarantees thereof;

(k) other Debt of Arch Coal or any Restricted Subsidiary in an aggregate principal amount outstanding at any one time not to exceed the greater of (1) \$500.0 million and (2) 5.0% of Consolidated Net Tangible Assets;

(l) Permitted Refinancing Debt Incurred in respect of Debt Incurred pursuant to clause (1) of the first paragraph of this covenant and clauses (b), (c), (i), (j) and this clause (l);

(m) Debt consisting of installment payment obligations owed to any governmental agency in connection with the acquisition of coal leases or oil, gas or other real property interests in the ordinary course of business;

(n) Debt Incurred by Arch Coal or any of its Restricted Subsidiaries arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, or guarantees or letters of credit, surety bonds or performance bonds securing any obligations of Arch Coal or any of its Restricted Subsidiaries pursuant to such agreements, in any case Incurred in connection with the disposition of any business, assets or Capital Stock of a Restricted Subsidiary (other than Guarantees of Debt Incurred by any Person acquiring all or any portion of such business, assets or Capital Stock of a Restricted Subsidiary for the purpose of financing such acquisition), so long as the amount does not exceed the gross proceeds actually received by Arch Coal or any Restricted Subsidiary thereof in connection with such disposition;

(o) Debt Incurred by Arch Coal or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, *provided, however*, that such Debt is extinguished within five business days of its Incurrence;

(p) Debt Incurred by Arch Coal to the extent that the net proceeds thereof are promptly deposited to defease or to satisfy and discharge the Notes;

(q) Debt of a Receivables Subsidiary in respect of a Receivables Facility, which is non-recourse to Arch Coal or any other Restricted Subsidiary in any way other than Standard Securitization Undertakings;

(r) Debt of Persons that are acquired by Arch Coal or any of its Restricted Subsidiaries or merged into a Restricted Subsidiary in accordance with the terms of the Indenture; *provided, however*, that such Debt is not Incurred in contemplation of such acquisition or merger or to provide all or a portion of the funds or credit support required to consummate such acquisition or merger; *provided further*, that, after giving effect to such acquisition and the Incurrence of such Debt, (x) Arch Coal would be permitted to Incur at least \$1.00 of additional Debt pursuant to clause (1) of the first paragraph of this covenant or (y) the Consolidated Interest Coverage Ratio of Arch Coal and its Restricted Subsidiaries would be equal to or greater than immediately prior to such acquisition or merger; or

(s) Debt of Foreign Subsidiaries of Arch Coal in an aggregate principal amount outstanding at any one time not to exceed the greater of (1) \$500.0 million and (2) 5.0% of Consolidated Net Tangible Assets.

Notwithstanding anything to the contrary contained in this covenant, 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 any U.S. dollar-denominated restriction on the Incurrence of Debt, the U.S. dollar-equivalent principal amount of Debt denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Debt was Incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided* that if such Debt is Incurred to refinance other Debt denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Debt does not exceed the principal amount of such Debt being refinanced, plus the amount of any reasonable premium (including reasonable tender premiums), defeasance costs and any reasonable fees and expenses incurred in connection with the issuance of such new Debt.

The principal amount of any Debt Incurred to refinance other Debt, if Incurred in a different currency from the Debt being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Debt is denominated that is in effect on the date of such refinancing.

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 (s) above or is entitled to be incurred pursuant to clause (1) of the first paragraph of this covenant, Arch Coal shall, in its sole discretion, classify, and may later reclassify, such item of Debt in any manner that complies with this covenant. Notwithstanding the foregoing, Debt under the Amended and Restated Credit Agreement outstanding on the Issue Date is deemed to have been Incurred on such date in reliance on the exception provided by clause (a) of the definition of Permitted Debt.

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

(a) a Default or Event of Default shall have occurred and be continuing;

(b) Arch Coal 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 such 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 such Restricted Payment) would exceed an amount equal to the sum of:

(1) 50% of the aggregate amount of Consolidated Net Income of Arch Coal accrued during the period (treated as one accounting period) from October 1, 2012 to the end of the most recent fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or if the aggregate amount of Consolidated Net Income of Arch Coal for such period shall be a deficit, minus 100% of such deficit), plus

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

(3) the sum of:

(A) the aggregate net cash proceeds received by Arch Coal 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 Coal, and

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

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

(x) any such Debt issued or sold to Arch Coal or 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, and

(y) the aggregate amount of any cash or other Property distributed by Arch Coal 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 Coal or a Restricted Subsidiary resulting from dividends, repayments of loans or advances or other transfers of Property, in each case to Arch Coal or any Restricted Subsidiary from such Person, and

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

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

Notwithstanding the foregoing limitation, Arch Coal may:

- (a) pay dividends on its Capital Stock within 60 days of the declaration thereof if, on the declaration date, such dividends could have been paid in compliance with the Indenture; *provided, however*, that such dividend shall be included in the calculation of the amount of Restricted Payments;
- (b) make Restricted Payments in exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of Arch Coal (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) such purchase, repurchase, redemption, legal defeasance, acquisition or retirement shall be excluded in the calculation of the amount of Restricted Payments, and
 - (2) the Capital Stock Sale Proceeds from such exchange or sale shall 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 such purchase, repurchase, redemption, legal defeasance, acquisition or retirement shall 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 Coal or any of its Subsidiaries from current or former officers, directors or employees of Arch Coal or any of its Subsidiaries (or permitted transferees of such 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 such individuals purchase or sell, or are granted the option to purchase or sell, shares of such common stock; *provided, however*, that: (1) the aggregate amount of such repurchases shall not exceed \$10.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding years subject to a maximum of \$20.0 million in any calendar year) and (2) at the time of such repurchase, no other Default or Event of Default shall have occurred and be continuing (or result therefrom); *provided further, however*, that such repurchases shall be included in the calculation of the amount of Restricted Payments;
- (e) pay cash in lieu of fractional Capital Stock pursuant to the exchange or conversion of any exchangeable or convertible securities; *provided, however*, that such payment shall not be for the purpose of evading the limitation of this covenant (as determined by the Board of Directors in good faith); *provided further, however*, that such payments will be excluded in the calculation of the amount of Restricted Payments;
- (f) repurchase of Capital Stock deemed to occur upon the exercise of options, warrants or other securities convertible into or exchangeable for Capital Stock of Arch Coal to the extent that such Capital Stock represents all or a portion of the exercise price thereof; *provided, however*, that such repurchase will be excluded in the calculation of the amount of Restricted Payments;
- (g) declare and pay dividends to holders of any class or series of Disqualified Stock of Arch Coal or any Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, in each case issued in accordance with the covenant described under "—Limitation on Debt"; *provided, however*, that 50% of such dividends shall be included in the calculation of the amount of Restricted Payments;

(h) declare and pay dividends on Arch Coal's common stock not to exceed the greater of (1) an annual rate of \$0.60 per share (such amount to be appropriately adjusted to reflect any stock split, reverse stock split, stock dividend or similar transaction occurring after the Issue Date so that the aggregate amount of dividends permitted after such transaction is the same as the amount permitted immediately prior to such transaction), and (2) \$150.0 million per full calendar year (in each case of clause (1) and (2) pro rated for 2012 from the Issue Date); *provided however* that any unused amounts in any calendar year may be carried over for the next succeeding calendar; *provided further*, that such dividends shall be excluded in the calculation of the amount of Restricted Payments; and

(i) so long as no Default or Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed \$400.0 million; *provided, however*, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments.

For purposes of determining compliance with this covenant, if a Restricted Payment meets the criteria of more than one of the types of Restricted Payments described in clauses (a) through (i) above, Arch Coal may, in its sole discretion, classify such Restricted Payment in any manner that complies with this covenant.

Limitation on Liens.

Arch Coal shall not, and shall 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 therein 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 such Lien equally and ratably with all other Debt of Arch Coal or any Restricted Subsidiary secured by such Lien for so long as such other Debt is secured by such Lien; *provided, however*, that if such Debt is expressly subordinated to the Notes or any Note Guarantee, the Lien securing such Debt will be subordinated and junior to the Lien securing the Notes or such Note Guarantee, as the case may be, with the same relative priority as such Debt has with respect to the Notes or such Note Guarantee.

Limitation on Asset Sales.

Arch Coal shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Sale unless:

(a) Arch Coal or such Restricted Subsidiary receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the Property subject to such Asset Sale (such Fair Market Value to be determined at the time of contractually agreeing to such Asset Sale);

(b) at least 75% of the consideration paid to Arch Coal or such Restricted Subsidiary in connection with such Asset Sale is in the form of cash, Cash Equivalents or Additional Assets or a combination thereof. For purposes of this provision, each of the following will be deemed to be cash:

(i) any liabilities of Arch Coal or any Restricted Subsidiary (other than contingent liabilities, liabilities that are by their terms subordinated to the Notes or the Note Guarantees and liabilities to the extent owed to Arch Coal or any Subsidiary of Arch Coal) that are assumed by the transferee of any Property or Capital Stock, as applicable, to the extent that Arch Coal and the Restricted Subsidiaries are no longer obligated with respect to such liabilities; and

(ii) any securities, notes or other obligations received by Arch Coal or any such Restricted Subsidiary from such transferee that are converted by Arch Coal or such Restricted Subsidiary into cash within 180 days of receipt (to the extent of the cash received in that conversion).

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

- (a) Repay any secured Debt (other than Subordinated Obligations) of the Company or any Restricted Subsidiary, any Debt of a Restricted Subsidiary that is not a Guarantor (other than Debt owed to Arch Coal or another Restricted Subsidiary) or any Debt under the Amended and Restated Credit Agreement;
- (b) make a capital expenditure or reinvest in Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by Arch Coal or another Restricted Subsidiary); or
- (c) Repay other *pari passu* Debt; *provided* that Arch Coal shall also equally and ratably reduce Debt under the Notes through open-market purchases or by making an offer (in accordance with the procedures set forth below for a Prepayment Offer) to all Holders to purchase the *pro rata* principal amount of Notes, in each case at a purchase price equal to 100% of the principal amount thereof, 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).

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 Company, L.L.C.) not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of such Net Available Cash or that is not segregated from the general funds of Arch Coal for investment in identified Additional Assets in respect of a project that shall have been commenced, and for which binding contractual commitments have been entered into, prior to the end of such 365-day period and that shall not have been completed or abandoned shall 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 shall also 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 twenty-four months from the date of the receipt of such Net Available Cash shall also constitute "Excess Proceeds." Any Net Available Cash from an Asset Sale consisting of all of the Capital Stock of Canyon Fuel Company, LLC or Mountain Coal Company, L.L.C. not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of such Net Available Cash shall be segregated from the general funds of Arch Coal and invested in cash or Cash Equivalents pending application in accordance with the preceding paragraph. Subject to the foregoing, Arch Coal or such Restricted Subsidiary may apply the Net Available Cash to temporarily reduce Debt outstanding under a revolving credit facility or otherwise invest such Net Available Cash in any manner not prohibited by the Indenture pending the final application of the Net Available Cash pursuant to this covenant.

When the aggregate amount of Excess Proceeds exceeds \$50.0 million (or earlier at Arch Coal's option, in which case Excess Proceeds shall be deemed to include any Net Available Cash Arch Coal elects to include in such repurchase offer), Arch Coal will be required to make an offer to repurchase (the "Prepayment Offer") the Notes, which offer shall 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 the principal amount thereof, 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 Coal or such Restricted Subsidiary may use such remaining amount for any purpose not prohibited by the Indenture, and the amount of Excess Proceeds will be reset to zero.

The term "Allocable Excess Proceeds" shall mean 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 Coal outstanding on the date of the Prepayment Offer that is *pari passu* in right of payment with the Notes and subject to terms and conditions in respect of Asset Sales similar in all material respects to this covenant and requiring Arch Coal to make an offer to repurchase such Debt at substantially the same time as the Prepayment Offer.

Within five business days after Arch Coal is obligated to make a Prepayment Offer as described in the preceding paragraph, Arch Coal shall send or arrange to be sent a written notice, by first-class mail, to the Holders of Notes, accompanied by such information regarding Arch Coal and its Subsidiaries as Arch Coal in good faith believes will enable such Holders to make an informed decision with respect to such Prepayment Offer. Such notice shall state, among other things, the purchase price and the repurchase date, which shall 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 such notice is mailed.

Arch Coal 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, Arch Coal 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 Coal shall not, and shall 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 Coal or any other Restricted Subsidiary;

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

(c) transfer any of its Property to Arch Coal 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 Arch Coal Senior Notes and each of the Arch Coal Senior Notes Indentures, the Amended and Restated Credit Agreement, the Notes and the Indenture);

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

(C) that result from any amendment, restatement, renewal, replacement or refinancing of an agreement referred to in clause (1) (A) or (B) above or in clause (2) (A) or (B) below, *provided* such restrictions are not materially more restrictive, taken as a whole, than those under the agreement being amended, restated, renewed, refinanced or replaced;

(D) existing under, or by reason of or with respect to applicable law, rule, regulation or order of any governmental authority;

(E) on cash or other deposits or net worth imposed by customers or required by insurance surety or bonding companies, in each case, under contracts entered into in the ordinary course of business;

(F) relating to Debt of a Receivables Subsidiary or other contractual requirements of a Receivables Subsidiary in connection with a Receivables Facility; *provided* that such restrictions only apply to such Receivables Subsidiary or the receivables which are subject to the Receivables Facility;

(G) with respect to any Person or the Property of a Person acquired by Arch Coal or any of its Restricted Subsidiaries existing at the time of such acquisition and not incurred in connection with or in anticipation of such acquisition, which restriction is not applicable to any Person or the Property of any Person, other than the Person, or the Property of the Person, so acquired and any amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings thereof, *provided* that the restrictions in any such amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, than those in effect on the date of the acquisition;

(H) contained in customary provisions in asset sale agreements limiting the transfer of such Property or distributions or loans from the Property to be sold pending the closing of such sale;

(I) contained in customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of ownership interest in, or assets of, such partnership, limited liability company, joint venture or similar Person; and

(J) contained in agreements or instruments governing the Debt of a Restricted Subsidiary; *provided* that such restrictions contained in any agreement or instrument will not materially affect Arch Coal's ability to make anticipated principal or interest payments on the Notes (as determined in good faith by the Board of Directors or the senior management of Arch Coal); 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 such Debt;

(B) resulting from customary provisions restricting subletting, assignment or transfer of any property or asset that is subject to a lease, license, sub-license or similar contract or customary provisions in other agreements that restrict assignment or transfer of such agreements or rights thereunder; or

(C) customary restrictions contained in asset sale agreements limiting the transfer of such Property pending the closing of such sale.

Limitation on Transactions with Affiliates. Arch Coal shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, 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 Coal (an "Affiliate Transaction") involving consideration in excess of \$15.0 million, unless:

(a) the terms of such Affiliate Transaction are not materially less favorable to Arch Coal or such 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 Coal;

(b) if such Affiliate Transaction involves aggregate payments or value in excess of \$50.0 million, the Board of Directors approves such Affiliate Transaction and, in its good faith judgment, believes that such Affiliate Transaction complies with clauses (a) of this paragraph as evidenced by a Board Resolution promptly delivered to the Trustee; and

(c) if such Affiliate Transaction involves aggregate payments or value in excess of \$250.0 million, Arch Coal obtains a written opinion from an Independent Financial Advisor to the effect that the consideration to be paid or received in connection with such Affiliate Transaction is fair, from a financial point of view, to Arch Coal or such Restricted Subsidiary or that such Affiliate Transaction is not materially less favorable to Arch Coal or such 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 Coal.

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

(a) any transaction or series of transactions between Arch Coal and one or more Restricted Subsidiaries, or among Restricted Subsidiaries;

(b) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on Restricted Payments" or Permitted Investments (other than pursuant to clause (b) or (c) of such definition);

(c) any reasonable and customary employment, consulting, service or termination agreement, or indemnification agreement, entered into by Arch Coal or any of its Restricted Subsidiaries with officers, directors, employees and consultants of Arch Coal or any of its Restricted Subsidiaries and the payment of fees or compensation (including amounts paid pursuant to employment and related agreements and employee benefit plans) for the personal services of current or former officers, directors, employees and consultants of Arch Coal or any of its Restricted Subsidiaries (including amounts paid pursuant to employee benefit plans, employee stock option, stock awards or similar plans);

- (d) loans and advances to employees made in the ordinary course of business permitted by law and consistent with the past practices of Arch Coal or such Restricted Subsidiary;
- (e) indemnities of officers, directors and employees of the Company or any Restricted Subsidiary consistent with applicable charter, bylaw or statutory provisions;
- (f) agreements in effect on the Issue Date and any modifications, extensions or renewals thereto that are not materially less favorable taken as a whole to Arch Coal or any Restricted Subsidiary than such agreements as in effect on the Issue Date;
- (g) pledges of Capital Stock of Unrestricted Subsidiaries for the benefit of lenders to such Unrestricted Subsidiaries;
- (h) any transaction with a Receivables Subsidiary as part of a Receivables Facility and otherwise in compliance with the Indenture that are fair to Arch Coal or its Restricted Subsidiaries or not less favorable to Arch Coal or its Restricted Subsidiaries than those that might be obtained at the time with Persons that are not Affiliates of Arch Coal (as determined in good faith by the Board of Directors); and
- (i) transactions with Unrestricted Subsidiaries, customers, clients, suppliers, contractors, joint venture partners or purchasers or sellers of goods or services, or lessors or lessees of property, in each case in the ordinary course of business (including, without limitation, pursuant to joint venture agreements) and otherwise in compliance with the terms of the Indenture which are, in the aggregate (taking into account all the costs and benefits associated with such transactions), materially no less favorable taken as a whole to Arch Coal or its Restricted Subsidiaries than those that would have been obtained in a comparable transaction by Arch Coal or such Restricted Subsidiary with an unrelated Person, as determined in good faith by Arch Coal.

Designation of Restricted and Unrestricted Subsidiaries. The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation (which would constitute an Investment in such 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 Coal 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 "—Limitation on Restricted Payments" covenant or Permitted Investments, as determined by Arch Coal. 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 Coal 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 Coal 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 \$1.0 million or less; or
 - (2) such designation is effective immediately upon such entity becoming a Subsidiary of Arch Coal.

Unless so designated as an Unrestricted Subsidiary, any Person that becomes a Subsidiary of Arch Coal will be classified as a Restricted Subsidiary; *provided, however,* that such Subsidiary shall not be designated a Restricted Subsidiary and shall 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 such classification or if such Person is a Subsidiary of an Unrestricted Subsidiary.

In addition, neither Arch Coal nor any of its Restricted Subsidiaries shall at any time be directly or indirectly liable for any Debt that provides that the holder thereof may (with the passage of time or notice or both) declare a default thereon or cause the payment thereof 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 such Unrestricted Subsidiary) except for a pledge of the Capital Stock of any Unrestricted Subsidiary for the benefit of such holders.

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

(x) Arch Coal 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 shall have occurred and be continuing or would result therefrom.

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

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

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

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

Guarantees by Restricted Subsidiaries. Arch Coal shall 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 Coal or any of its Restricted Subsidiaries under the Amended and Restated Credit Agreement or any capital markets Debt unless such Restricted Subsidiary executes and delivers a supplemental indenture to the Indenture within 15 days providing for a Note Guarantee of the payment of the Notes by such Restricted Subsidiary; *provided* that this paragraph shall not be applicable to:

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

(iii) Permitted Liens.

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

Merger, Consolidation and Sale of Property

Arch Coal shall not merge, consolidate or amalgamate with or into any other Person (other than a merger of a Restricted Subsidiary of Arch Coal into Arch Coal) 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 Coal is the Surviving Person or the Surviving Person (if other than Arch Coal) formed by such merger, consolidation or amalgamation or to which such sale, transfer, assignment, lease, conveyance or disposition is made shall be a corporation, partnership or limited liability company organized and existing under the laws of the United States of America, any state thereof or the District of Columbia; *provided* that at any time the Surviving Person is a partnership or a limited liability company, there shall be a co-issuer of the Notes that is a corporation that also satisfies the requirements of this covenant;

(b) the Surviving Person (if other than Arch Coal) expressly assumes, by supplemental indenture in form satisfactory to the Trustee, executed and delivered to the Trustee by such Surviving Person, the due and punctual performance and observance of all the obligations of the Indenture and the Notes;

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

(d) immediately after giving effect to such transaction or series of transactions on a *pro forma* basis, (1) 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" or (2) the Consolidated Interest Coverage Ratio of Arch Coal and its Restricted Subsidiaries would be equal to or greater than immediately prior to such transaction;" and

(e) Arch Coal shall 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 such transaction or series of transactions and the supplemental indenture, if any, in respect thereto comply with this covenant and that all conditions precedent herein provided for relating to such transaction or series of transactions have been satisfied.

Clause (d) above of this paragraph shall not apply to (1) any merger, consolidation or sale, assignment, transfer, conveyance or other disposition of assets between or among Arch Coal and any of its Restricted Subsidiaries or (2) a merger of Arch Coal with an Affiliate solely for the purpose of reincorporating Arch Coal in another jurisdiction.

Arch Coal shall not permit any 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 Coal 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 Coal or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or

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

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

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

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

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

(b) a lease, shall not be released from any of the obligations or covenants under the Indenture.

Payments for Consents

Arch Coal 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 such 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 such consent, waiver or agreement.

SEC Reports

Notwithstanding that Arch Coal may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, Arch Coal shall file with the Commission and, if not filed electronically with the Commission, will provide to the Trustee (within 15 days after it would have been required to file with the Commission) such quarterly and annual information that would be required to be contained in a filing with the Commission on Forms 10-K and 10-Q, as if Arch Coal were required to file such forms; *provided, however*, that Arch Coal shall not be so obligated to file such information, documents and reports with the Commission if the Commission does not permit such filings; *provided further, however*, that Arch Coal will be required to provide to the Trustee any such quarterly and annual information, documents or reports that are not so filed.

In addition, Arch Coal and the Guarantors agree that, for so long as any Notes remain outstanding, if at any time they are not required to file with the Commission the reports required by the preceding paragraph, they will furnish to Holders of the Notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default

Events of Default in respect of the Notes include:

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

(2) failure to make the payment of any principal of, or premium, if any, on, the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, 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—Limitation on Asset Sales" and "—Merger, Consolidation and Sale of Property;"

(4) failure to comply with the covenant described under "—SEC Reports" for 120 days after written notice is given to Arch Coal as provided below;

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

(6) a default under any Debt by Arch Coal or any Restricted Subsidiary that results in acceleration of the maturity of such Debt, or failure to pay any such Debt at maturity, in an aggregate amount greater than \$100.0 million or its foreign currency equivalent at the time (the "cross acceleration provisions");

(7) any final judgment or judgments for the payment of money in an aggregate amount in excess of \$100.0 million (or its foreign currency equivalent at the time), to the extent such judgments are not paid or covered by insurance provided by a reputable carrier that shall be rendered against Arch Coal or any Restricted Subsidiary and that shall not be waived, satisfied, stayed or discharged for any period of 60 consecutive days after the date on which the right to appeal has expired (the "judgment default provisions");

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

(9) any Note Guarantee shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason (other than in accordance with the provisions of the Indenture) to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under any Note Guarantee.

A Default under clauses (3) or (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 Coal of the Default and Arch Coal does not cure such Default within the time specified after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default."

Arch Coal shall deliver to the Trustee, within 30 days after the occurrence thereof, 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) shall have occurred and be 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 under the bankruptcy provisions shall occur, such amount with respect to all the Notes shall 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 such 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.

In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (6) under the first paragraph above has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the default or failure to make payment triggering such Event of Default pursuant to clause (6) shall be remedied or cured by Arch Coal or a Restricted Subsidiary or waived by the holders of the relevant Debt within 20 days after the declaration of acceleration of the Notes with respect thereto and if (i) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (ii) all existing Events of Default, except nonpayment of principal, premium or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default shall occur and be 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 such Holders shall have offered to the Trustee reasonable indemnity. Subject to such 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) such 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 such proceeding as Trustee; and
- (c) the Trustee shall 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 such request and shall have failed to institute such proceeding within 60 days.

However, such 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, such Note on or after the respective due dates expressed in such Note.

Amendments and Waivers

Subject to certain exceptions, Arch Coal 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 or the Note Guarantees 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 or the Note Guarantees (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, such 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 such Holder's Notes;

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

(7) 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 such Change of Control Offer;

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

(9) 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; or

(10) 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 such release.

The Indenture and the Notes may be amended by Arch 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 Coal 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 such release, termination or discharge is permitted by the Indenture;
- (e) secure the Notes, add to the covenants of Arch Coal and the Restricted Subsidiaries for the benefit of the Holders of the Notes or surrender any right or power conferred upon Arch Coal;
- (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;
- (h) provide for the issuance of Additional Notes in accordance with the Indenture;
- (i) to evidence and provide for the acceptance of appointment by a successor Trustee;
- (j) to conform the text of the Indenture or the Notes to any provision of this "Description of Notes" to the extent that such provision in this "Description of Notes" was intended to be a recitation of a provision of the Indenture or the Notes; or

(k) to make any amendment to the provisions of the Indenture relating to the transfer and legending of the Notes as permitted by the Indenture, including, without limitation to facilitate the issuance and administration of the Notes; *provided, however*, that (i) compliance with the Indenture as so amended would not result in the Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer the Notes.

The consent of the Holders of the Notes is not necessary to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment becomes effective, Arch Coal is required to mail, or arrange to be mailed, to each registered Holder of the Notes at such Holder's address appearing in the Security Register a notice briefly describing such amendment. However, the failure to give such notice to all Holders of the Notes, or any defect therein, will not impair or affect the validity of the amendment.

Defeasance

Arch Coal at any time may terminate all of its obligations under the Notes and the Indenture and all obligations of the Guarantors may be discharged with respect to their Note Guarantees ("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 Coal at any time may terminate:

(1) its obligations under the covenants described under "—Repurchase at the Option of Holders Upon a Change of Control," "—Certain Covenants" and "—Reports" (and thereafter any omission to comply with these covenants will not constitute a Default or Event of Default with respect to the Notes);

(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 (d) under the first paragraph of "—Merger, Consolidation and Sale of Property" above ("covenant defeasance").

Arch Coal may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option.

If Arch Coal exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If Arch Coal exercises its 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" or "—Reports"), (5), (6) or (7) (with respect only to Significant Subsidiaries) under "—Events of Default" above or because of the failure to comply with clause (d) 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 Coal irrevocably deposits in trust with the Trustee money or U.S. Government Obligations, or a combination thereof, 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 Coal 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) 91 days pass after the deposit is made, and during the 91-day period, no Default described in clause (7) under "—Events of Default" occurs with respect to Arch Coal or any other Person making such deposit which is continuing at the end of the period;

(d) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Debt and, in each case, the granting of Liens in connection therewith) has occurred and is continuing on the date of such deposit and after giving effect thereto;

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

(f) in the case of the legal defeasance option, Arch Coal delivers to the Trustee an Opinion of Counsel stating that:

(1) Arch Coal 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 U.S. federal income tax law, to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same time as would have been the case if such defeasance has not occurred;

(g) in the case of the covenant defeasance option, Arch Coal 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 U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; and

(h) Arch Coal 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.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(1) either:

(a) all Notes that have been authenticated (except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to Arch Coal) have been delivered to the Trustee for cancellation; or

(b) all Notes that have not been delivered to the Trustee for cancellation are to be called for redemption within one year and an irrevocable notice of redemption with respect thereto has been deposited with the Trustee or will become due and payable within one year and Arch Coal or a Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, U.S. Government Obligations, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire

indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default will have occurred and be continuing on the date of such deposit or will occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which Arch Coal or any Guarantor is a party or by which Arch Coal or any Guarantor is bound;

(3) Arch Coal or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(4) Arch Coal has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, Arch Coal must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator, stockholder, member, manager or partner of Arch Coal or any Guarantor, as such, will have any liability for any obligations of Arch Coal or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

Governing Law

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

The Trustee

UMB Bank National Association is the Trustee under the Indenture.

Except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such of 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 such person's own affairs.

Registration Rights

We are making the exchange offer to satisfy your registration rights, as a holder of the original notes. The following description is a summary of the material provisions of the Registration Rights Agreement. It does not restate that agreement in its entirety. We urge you to read the Registration Rights Agreement, which is an exhibit to the registration statement of which this prospectus forms a part, in its entirety because it, and not this description, defines your registration rights as a holder of the original notes.

Pursuant to the Registration Rights Agreement, we agreed, for the benefit of the holders of the original notes, at our cost, to file the registration statement of which this prospectus forms a part with the SEC and to consummate the exchange offer not later than 365 days from the date of the Registration Rights Agreement.

We will file with the SEC a shelf registration statement to cover resales of the original notes by the holders of the original notes who satisfy certain conditions relating to the provision of information in connection with the shelf registration statement, if (i) due to any change in law or applicable interpretations thereof by the SEC's staff, we determine upon advice of our outside counsel that we are not permitted to effect the exchange offer as contemplated by the Registration Rights Agreement; (ii) for any other reason the exchange offer is not consummated within 365 days of the date of the Registration Rights Agreement; (iii) any initial purchaser of the original notes so requests with respect to original notes that are not eligible to be exchanged for exchange notes in the exchange offer and that are held by it following consummation of the exchange offer; (iv) any holder of original notes (other than an initial purchaser) is not eligible to participate in the exchange offer; or (v) in the case of any initial purchaser that participates in the exchange offer or acquires exchange notes pursuant to Section 2(f) of the Registration Rights Agreement, such initial purchaser does not receive freely tradeable exchange notes in exchange for original notes constituting any portion of an unsold allotment (it being understood that (x) the requirement that an initial purchaser deliver a prospectus containing the information required by Item 507 or 508 of Regulation S-K under the Securities Act in connection with sales of exchange notes acquired in exchange for such original notes will result in such exchange notes being not "freely tradeable"; and (y) the requirement that an exchanging dealer deliver a prospectus in connection with sales of exchange notes acquired in the exchange offer in exchange for original notes acquired as a result of market-making activities or other trading activities will not result in such exchange notes being not "freely tradeable"). Holders of original notes will be required to deliver certain information to be used in connection with the shelf registration statement and to provide comments on the shelf registration statement within the time periods set forth in the Registration Rights Agreement in order to have their original notes included in the shelf registration statement and benefit from the provisions regarding additional interest set forth below. By acquiring original notes, a holder is deemed to have agreed to indemnify us against certain losses arising out of information furnished by such holder in writing for inclusion in any shelf registration statement. Holders of original notes will also be required to suspend their use of the prospectus included in the shelf registration statement under certain circumstances upon receipt of written notice to that effect from us.

If (i) the exchange offer is not consummated 365 days from the date of the Registration Rights Agreement, or (ii) a shelf registration statement is required to be filed but has not been declared effective under the Securities Act within 365 days of the date of the Registration Rights Agreement, the interest rate borne by the original notes will be increased by one-quarter of one percent per annum for the first 90 days following such period. Such interest rate will increase by an additional one-quarter of one percent per annum with respect to each subsequent 90-day period thereafter up to a maximum aggregate increase of one percent per annum. Upon the consummation of the exchange offer or the effectiveness of the shelf registration statement, as applicable, the interest rate borne by the original notes will be reduced to the original interest rate. All accrued additional interest will be paid by us on the next scheduled interest payment date.

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 all such 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 Coal 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 such Capital Stock by Arch Coal or another Restricted Subsidiary from any Person other than Arch Coal or an Affiliate of Arch Coal; *provided, however*, that, in the case of clause (b), such 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 such specified Person; or
- (b) any other Person who is a director or officer of:
 - (1) such specified Person;
 - (2) any Subsidiary of such 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 such 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.

"Amended and Restated Credit Agreement" means that certain Amended and Restated Revolving Credit Agreement, dated as of June 14, 2011, by and among Arch Coal, PNC Bank, National Association, as Administrative Agent and the other lenders named therein providing for up to \$2.0 billion of revolving credit borrowings, including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case as amended, restated, modified, renewed, refunded, replaced or refinanced from time to time, regardless of whether such amendment, restatement, modification, renewal, refunding, replacement or refinancing is with the same financial institutions or otherwise.

"Applicable Premium" means with respect to any Note on any redemption date, the greater of:

- (1) 1.0% of the principal amount of such Note on such redemption date; and
- (2) the excess, if any, of (i) the present value at such redemption date of (A) the redemption price of such Note at December 15, 2016 (each such redemption price being set forth in the applicable table appearing above under the caption "—Optional Redemption"), plus (B) all required interest payments due on such Note through December 15, 2016 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over (ii) the principal amount of such Note.

"Arch Coal 8³/₄% Senior Notes Indenture" means the Indenture dated as of July 31, 2009 by and among Arch Coal, the subsidiary guarantors named therein and U.S. Bank National Association, as trustee, pursuant to which certain of the Arch Coal Senior Notes were issued, as amended or supplemented to the Issue Date.

"Arch Coal 7¹/₄% Senior Notes Indenture" means the Indenture dated as of August 9, 2010, as supplemented by a first supplemental indenture dated as of August 9, 2010 by and among Arch Coal, the subsidiary guarantors named therein and U.S. Bank National Association, as trustee, pursuant to which certain of the Arch Coal Senior Notes were issued, as amended or supplemented to the Issue Date.

"Arch Coal 7.000% Senior Notes and 7.250% Senior Notes Indenture" means the Indenture dated as of June 14, 2011 by and among Arch Coal, the subsidiary guarantors named therein and UMB Bank National Association, as trustee, pursuant to which certain of the Arch Coal Senior Notes were issued, as amended or supplemented to the Issue Date.

"Arch Coal Senior Notes" means (i) the \$600.0 million aggregate principal amount of 8³/₄% Senior Notes due 2016 issued by Arch Coal, (ii) the \$500.0 million aggregate principal amount of 7¹/₄% Senior Notes due 2020 issued by Arch Coal, (iii) the \$1,000.0 million aggregate principal amount of 7.000% Senior Notes due 2019 issued by Arch Coal and (iv) the \$1,000.0 million aggregate principal amount of 7.250% Senior Notes due 2021 issued by Arch Coal.

"Arch Coal Senior Notes Indentures" means the Arch Coal 7¹/₄% Senior Notes Indenture, the Arch Coal 8³/₄% Senior Notes Indenture and the Arch Coal 7.000% Senior Notes and 7.250% Senior Notes Indenture.

"Asset Sale" means any sale, lease, transfer, issuance or other disposition (or series of related sales, leases, transfers, issuances or dispositions) by Arch Coal 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 Coal or any of its Restricted Subsidiaries outside of the ordinary course of business of Arch Coal or such Restricted Subsidiary, other than, in the case of clause (a) or (b) above,

(1) any disposition by a Restricted Subsidiary to Arch Coal or by Arch Coal 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;"

(4) any disposition in a single transaction or a series of related transactions of assets for aggregate consideration of less than \$100.0 million;

(5) a disposition of Cash Equivalents;

(6) a disposition of accounts receivable in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(7) a disposition of any property or equipment that has become damaged, worn out or obsolete;

(8) any disposition of accounts receivable and related assets or an interest therein pursuant to a Receivables Facility;

(9) the creation or perfection of a Lien not prohibited by the Indenture (but not the sale or other disposition of any asset subject to such Lien);

(10) the surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind; and

(11) the sale or other disposition (whether or not in the ordinary course of business) of coal properties, *provided* at the time of such sale or other disposition such properties do not have associated with them any proved reserves.

"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 such Debt or redemption or similar payment with respect to such 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 of Arch Coal.

"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 such obligation shall be the capitalized amount of such obligations determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty. For purposes of "—Certain Covenants—Limitation on Liens," a Capital Lease Obligation shall 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 such Person, including Preferred Stock, but excluding any debt security convertible or exchangeable into such equity interest.

"Capital Stock Sale Proceeds" means the aggregate proceeds, including cash and the Fair Market Value of Property other than cash, received by Arch Coal 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 Coal of its Capital Stock (other than Disqualified Stock) or from a contribution to its common equity capital, in each case after the Issue Date, and 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 such issuance or sale or contribution, as the case may be, and net of taxes 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 365 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 \$500.0 million and whose long-term debt is rated "A-3" or "A-" or higher according to Moody's or S&P (or such similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange 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 365 days after the date of acquisition, issued by a corporation (other than an Affiliate of Arch Coal) 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-2" (or higher) according to Moody's or "A-2" (or higher) according to S&P (or such similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act));

(e) direct obligations (or certificates representing an ownership interest in such 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 such state is pledged and which are not callable or redeemable at the issuer's option; *provided that*:

(1) the long-term debt of such state is rated "A-3" or "A-" or higher according to Moody's or S&P (or such similar equivalent rating by at least one "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act)), and

(2) such obligations mature within 365 days of the date of acquisition thereof; and

(f) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (e) of this definition.

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

(a) any "person" or "group" (as such 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, 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 such 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 Coal (for purposes of this clause (a), such person or group shall be deemed to beneficially own any Voting Stock of a corporation held by any other corporation (the "parent corporation") so long as such 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 such 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 Coal and its Restricted Subsidiaries, considered as a whole (other than a disposition of such Property as an entirety or virtually as an entirety to a Wholly Owned Restricted Subsidiary of Arch Coal), shall have occurred; or

(c) the adoption of any plan of liquidation or dissolution of Arch Coal.

"*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.

"*Consolidated Current Liabilities*" means, as of any date of determination, the aggregate amount of liabilities of Arch Coal 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 Coal 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 such Person for the most recent four consecutive fiscal quarters for which internal financial statements are available to
- (b) Consolidated Interest Expense of such Person for such four fiscal quarters;

provided, however, that:

- (1) if
 - (A) since the beginning of such period such Person or any Restricted Subsidiary of such 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 such period shall be calculated after giving effect on a pro forma basis to such Incurrence or Repayment as if such Debt was Incurred or Repaid on the first day of such period, *provided* that, in the event of any such Repayment of Debt, EBITDA for such period shall be calculated as if such Person or such Restricted Subsidiary of such Person had not earned any interest income actually earned during such period in respect of the funds used to Repay such Debt, and

- (2) if
 - (A) since the beginning of such period such Person or any Restricted Subsidiary of such Person shall have made any Asset Sale or an Investment (by merger or otherwise) in any Restricted Subsidiary of such Person (or any Person which becomes a Restricted Subsidiary of such 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 such an Asset Sale, Investment or acquisition; or
 - (C) since the beginning of such period any other Person (that subsequently became a Restricted Subsidiary of such Person or was merged with or into such Person or any Restricted Subsidiary of such Person since the beginning of such period) shall have made such an Asset Sale, Investment or acquisition,

then EBITDA for such period shall be calculated after giving *pro forma* effect to such Asset Sale, Investment or acquisition as if such Asset Sale, Investment or acquisition had occurred on the first day of such period.

If any Debt bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Debt shall be calculated as if the base interest rate in effect for such 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 such Debt if such Interest Rate Agreement has a remaining term in excess of 12 months). In the event the Capital Stock of any Restricted Subsidiary of such Person is sold during the period, such Person shall be deemed, for purposes of clause (1) above, to have Repaid during such period the Debt of such Restricted Subsidiary to the extent such Person and its continuing Restricted Subsidiaries are no longer liable for such Debt after such sale.

"Consolidated Interest Expense" of a Person means, for any period, the total interest expense of such Person and its consolidated Restricted Subsidiaries, plus, to the extent not included in such total interest expense, and to the extent Incurred by such Person or its Restricted Subsidiaries,

- (a) interest expense attributable to 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 Interest Rate Agreements (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 such Debt is Guaranteed by such Person or any of its Restricted Subsidiaries; and
- (k) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than such Person) in connection with Debt Incurred by such plan or trust.

"Consolidated Net Income" of a Person means, for any period, the net income (loss) of such Person and its consolidated Restricted Subsidiaries; *provided, however,* that there shall not be included in such Consolidated Net Income:

- (a) any net income (loss) of any other Person (other than such Person) if such other Person is not a Restricted Subsidiary, except that:
 - (1) (subject to the exclusion contained in clause (c) below, equity of such Person and its consolidated Restricted Subsidiaries in the net income of any such other Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash distributed by such other Person during such period to such 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 such Person and its consolidated Restricted Subsidiaries in a net loss of any other Person for such period shall be included in determining such Consolidated Net Income to the extent such Person or any Restricted Subsidiary of such Person has actually contributed, lent or transferred cash to such other Person;
- (b) any net income (loss) of any Restricted Subsidiary if such Restricted Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions, directly or indirectly, to such Person, except that:
 - (1) subject to the exclusion contained in clause (c) below, the equity of such Person and its consolidated Restricted Subsidiaries in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash that is or could be dividended or distributed or otherwise paid (including through making loans and repaying Debt) by such Restricted Subsidiary during such period to such 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 such Person and its consolidated Restricted Subsidiaries in a net loss of any such Restricted Subsidiary for such period shall be included in determining such Consolidated Net Income;

(c) any gain or loss realized upon the sale or other disposition of any Property of such 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) fees, expenses or charges related to the Transactions;

(f) the cumulative effect of a change in accounting principles; and

(g) any non-cash compensation expense realized for grants of performance shares, stock options or other rights to officers, directors and employees of such Person or any Restricted Subsidiary, *provided* that such shares, options or other rights can be redeemed at the option of the holder only for Capital Stock of such Person (other than Disqualified Stock). Notwithstanding the foregoing, for purposes of the covenant described under "—Certain Covenants—Limitation on Restricted Payments" only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of Property from Unrestricted Subsidiaries to such Person or a Restricted Subsidiary to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under such covenant pursuant to clause (c)(4) thereof.

"*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 Coal and its consolidated Restricted Subsidiaries, less any amounts attributable to non-Wholly Owned Restricted Subsidiaries that are not consolidated with Arch Coal and plus the portion of the consolidated net tangible assets of a non-Wholly Owned Restricted Subsidiary that is not consolidated with Arch Coal equal to the percentage of its outstanding Capital Stock owned by Arch Coal and its Restricted Subsidiaries, as of the end of the most recent fiscal quarter for which internal financial statements are available as the total assets (determined on a pro forma basis to give effect to any acquisition or disposition of assets made after such balance sheet date and on or prior to such date of determination), and less accumulated depreciation and amortization, allowances for doubtful receivables, other applicable reserves and other properly deductible items) of Arch Coal 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 Coal 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.

"*Credit Facilities*" means, one or more debt facilities (including, without limitation, the Amended and Restated Credit Agreement), or other financing arrangements (including, without limitation, commercial paper facilities or indentures, in each case with banks, investment banks, insurance companies, mutual funds, other institutional lenders, a trustee or any of the foregoing) providing for revolving credit loans, term loans, notes, bonds, indentures, debentures, receivables financing (including through the sale of receivables to such lenders, other financiers or to special purpose entities formed to borrow from (or sell such receivables to) such lenders or other financiers against such receivables),

letters of credit, bankers' acceptances, other borrowings or issuances of notes, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (in each case, without limitation as to amount) in whole or in part from time to time and any agreements and related documents governing Debt or obligations incurred to Refinance amounts then outstanding or permitted to be outstanding.

"*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.

"*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 such Person for money borrowed and
 - (2) debt evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable;
- (b) all Capital Lease Obligations of such Person;
- (c) all obligations of such Person representing the deferred purchase price of Property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding in-kind obligations of such Person relating to net coal balancing positions or bookouts and trade accounts payable, in either case arising in the ordinary course of business);
- (d) all obligations of such 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 such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth business day following receipt by such Person of a demand for reimbursement following payment on the letter of credit);
- (e) the amount of all obligations of such Person with respect to the Repayment of any Disqualified Stock or, with respect to any Subsidiary of such 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, such 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 such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the Fair Market Value of such Property and the amount of the obligation so secured; and
- (h) to the extent not otherwise included in this definition, Hedging Obligations of such Person.

The amount of Debt of any Person at any date shall be the outstanding balance, or the accreted value of such Debt in the case of Debt issued with original issue discount, at such 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 such date and provided that

any obligations under or in respect of operating leases shall be deemed not to constitute Debt. The amount of Debt represented by a Hedging Obligation shall be equal to:

- (1) zero if such Hedging Obligation has been Incurred pursuant to clause (e), (f) or (g) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt," or
- (2) the notional amount of such Hedging Obligation if not Incurred pursuant to such 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. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require Arch Coal to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if (i) the "asset sale" or "change of control" provisions applicable to such Capital Stock are no more favorable to the holders of such Capital Stock than the provisions contained in "—Certain Covenants—Limitation on Asset Sales" and "—Repurchase at the Option of Holders Upon Change of Control" covenants described herein and (ii) such Capital Stock specifically provides that such Person will not repurchase or redeem any such stock pursuant to such provision prior to Arch Coal's repurchase of such Notes as are required to be repurchased pursuant to "—Certain Covenants—Limitation on Asset Sales" and "—Repurchase at the Option of Holders Upon a Change of Control."

"Disqualified Stock Dividends" of a Person means all dividends (other than dividends paid in Capital Stock (except Disqualified Stock) of Arch Coal) with respect to Disqualified Stock of such Person held by Persons other than a Wholly Owned Restricted Subsidiary of such Person. The amount of any such dividend shall be equal to the quotient of such 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 such Person.

"EBITDA" of a Person means, for any period, an amount equal to, for such Person and its consolidated Restricted Subsidiaries:

- (a) the sum of Consolidated Net Income for such period, plus the following to the extent reducing Consolidated Net Income for such period:
 - (1) the provision for taxes based on income or profits or utilized in computing net loss;
 - (2) Consolidated Interest Expense;
 - (3) depreciation and depletion;
 - (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);

(6) accruals of Postretirement Medical Liabilities, as defined by GAAP, net of cash payments for such Postretirement Medical Liabilities;

(7) accretion of asset retirement obligations in accordance with SFAS No. 143, Accounting for Asset Retirement Obligations, and any similar accounting in prior periods, net of cash payments for such asset retirement obligations;

(8) the amount of any unusual or non-recurring losses or charges (or minus any unusual or nonrecurring gains), including without limitation, restructuring charges such as retention, severance, systems establishment costs or excess pension, OPEB, black lung settlement, curtailment or other excess charges and fees, expenses or charges related to any offering of Capital Stock or Debt of such Person permitted to be Incurred;

(9) any net loss (or minus any net gain) attributable to the early extinguishment of Debt, including, without limitation, any premiums or similar charges related to any Debt Refinancing; and

(10) to the extent not included in (1) through (9) above, the portion of any of the items described in (1) through (9) above of a non-Wholly Owned Restricted Subsidiary that is not consolidated with such Person equal to the percentage of the outstanding common Capital Stock of the non-Wholly Owned Restricted Subsidiary owned by such Person and its Restricted Subsidiaries, minus

(b) all non-cash items increasing Consolidated Net Income for such 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 shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion) that the net income of such 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 or distributed or otherwise paid (including through making loans and repaying debt) to such Person by such 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 such Restricted Subsidiary or its shareholders or members.

"*Equity Offering*" means a public or private offering of common Capital Stock (other than Disqualified Stock) of Arch Coal (other than pursuant to a registration statement on Form S-8 or otherwise relating to equity securities issuable under any employee benefit plan of Arch Coal).

"*Event of Default*" has the meaning set forth under "—Events of Default."

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*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 shall be determined, except as otherwise provided,

(a) if such Property has a Fair Market Value equal to or less than \$100.0 million, by Arch Coal's principal financial officer; or

(b) if such Property has a Fair Market Value in excess of \$100.0 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 Coal 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 and the Public Company Accounting Oversight Board;
- (b) the statements and pronouncements of the Financial Accounting Standards Board;
- (c) such other statements by such 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;

provided that GAAP shall not give effect to FASB No. APB 14-1.

"*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 such Person:

- (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt of such 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" shall 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 such 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.

"*Guarantors*" means each of the Restricted Subsidiaries of Arch Coal that execute a Note Guarantee on the Issue Date and any other Restricted Subsidiary of Arch Coal that executes a Note Guarantee in accordance with the provisions of the Indenture.

"*Hedging Obligation*" of any Person means any obligation of such 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 such 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 such Person (and "Incurrence" and "Incurred" shall have meanings correlative to the foregoing); *provided, however*, that any Debt or other obligations of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation,

acquisition or otherwise) shall be deemed to be Incurred by such 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 shall not be deemed to be the Incurrence of Debt, *provided* that in the case of Debt sold at a discount, the amount of such Debt Incurred shall at all times be the aggregate principal amount at Stated Maturity.

"*Independent Financial Advisor*" means an accounting, appraisal, engineering or banking firm of national standing, *provided* that such firm or appraiser is not an Affiliate of Arch Coal.

"*Interest Rate Agreement*" means, for any Person, any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement.

"*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" shall include the portion (proportionate to Arch Coal's or a Restricted Subsidiary's equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of Arch Coal at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided, however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, Arch Coal shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary of an amount (if positive) equal to:

(a) Arch Coal's "Investment" in such Subsidiary at the time of such redesignation, less

(b) the portion (proportionate to Arch Coal's or a Restricted Subsidiary's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation.

If Arch Coal or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of any Restricted Subsidiary, or any Restricted Subsidiary issues any Capital Stock, in either case, such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Arch Coal, Arch Coal shall be deemed to have made an Investment on the date of any such sale or other disposition equal to the Fair Market Value of the Capital Stock of and all other Investments in such Restricted Subsidiary retained.

In determining the amount of any Investment made by transfer of any Property other than cash, such Property shall be valued at its Fair Market Value at the time of such 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 November 21, 2012.

"*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 such 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).

"*Moody's*" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"*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 such Asset Sale or received in any other non-cash form), in each case net of:

- (a) all legal, title and recording tax expenses, accounting, investment banking fees and brokerage and sales 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 such Asset Sale, in accordance with the terms of any Lien upon such Property, or which must by its terms, or in order to obtain a necessary consent to such Asset Sale, or by applicable law, be repaid out of the proceeds from such 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 such 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 such Asset Sale and retained by Arch Coal or any Restricted Subsidiary after such Asset Sale.

"*Note Guarantees*" means a Guarantee by a Guarantor of all of Arch Coal's obligations with respect to the Notes.

"*Officer*" means the Chief Executive Officer, the President, the Chief Financial Officer or any Executive Vice President or Senior Vice President of Arch Coal.

"*Officers' Certificate*" means a certificate signed by two Officers, at least one of whom shall 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 Coal or the Trustee.

"*Permitted Business*" means the business conducted by Arch Coal on the Issue Date, any business that is related, ancillary or complementary or a reasonable extension to the businesses of Arch Coal and its Restricted Subsidiaries on the Issue Date and any business of a nature that is or shall have become (i) related to the extraction, processing, storage, distribution or use of fuels or minerals, including, without limitation, coal gasification, coal liquefaction, natural gas, liquefied natural gas, coalbed or coal mine methane gas and bitumen from tar sands, as well as the production of electricity or other sources of power, such as coal-or natural gas-fueled power generation facilities, wind, solar or hydroelectric power generation facilities or similar activities or (ii) customary in the coal production industry.

"*Permitted Investment*" means any Investment by Arch Coal or any Restricted Subsidiary in:

- (a) Arch Coal or any Restricted Subsidiary;
- (b) any Person that will, upon the making of such Investment, become a Restricted Subsidiary;
- (c) any Person if as a result of such Investment such Person is merged or consolidated with or into, or transfers or conveys all or substantially all its Property to, Arch Coal or its Restricted Subsidiary, *provided* that such Person's primary business is a Permitted Business;
- (d) Cash Equivalents;

(e) receivables owing to Arch Coal 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 such trade terms may include such concessionary trade terms as Arch Coal or such Restricted Subsidiary deems reasonable under the circumstances;

(f) payroll, travel and similar advances to cover matters that are expected at the time of such 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 of Arch Coal or such Restricted Subsidiary, as the case may be; *provided* that such loans and advances do not exceed \$5.0 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 Coal or a Restricted Subsidiary or in satisfaction of judgments;

(i) any Person to the extent such 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" or any non-cash consideration received in connection with a disposition of Property excluded from the definition of Asset Sale;

(j) Investments 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 (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value and net of, with respect to the Investment in any particular Person made pursuant to this clause, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, return, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income) not to exceed the amount of such Investments in such Person made after the Issue Date in reliance on this clause);

(k) other Investments made for Fair Market Value that do not exceed \$500.0 million in the aggregate outstanding at any one time (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value);

(l) Hedging Obligations that constitute Permitted Debt;

(m) Investments in connection with a Receivables Facility;

(n) Investments in Permitted Joint Ventures in an aggregate amount, together with all other Investments made pursuant to this clause (n) not to exceed the greater of (x) \$750.0 million and (y) 7.5% of Consolidated Net Tangible Assets (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value and net of, with respect to the Investment in any particular Person made pursuant to this clause, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, return, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income) not to exceed the amount of such Investments in such Person made after the Issue Date in reliance on this clause); and

(o) Investments in Permitted Joint Ventures and other entities (whether or not a Subsidiary) that are not domiciled or incorporated in the United States, taken together with all other Investments made pursuant to this clause (o) that are at the time outstanding, not to exceed the greater of (x) \$500.0 million and (y) 5.0% of Consolidated Net Tangible Assets (with the Fair Market Value being measured at the time made and without giving effect to subsequent changes in value and net of, with respect to the Investment in any particular Person made pursuant to this

clause, the cash return thereon received after the Issue Date as a result of any sale for cash, repayment, return, redemption, liquidating distribution or other cash realization (not included in Consolidated Net Income) not to exceed the amount of such Investments in such Person made after the Issue Date in reliance on this clause).

"*Permitted Joint Ventures*" means any agreement, contract or other arrangement between Arch Coal or any Restricted Subsidiary and any Person engaged principally in a Permitted Business that permits one party to share risks or costs, comply with regulatory requirements or satisfy other business objectives customarily achieved through the conduct of such Permitted Business jointly with third parties.

"*Permitted Liens*" means:

(a) Liens to secure Debt under Credit Facilities (including Guarantees thereof) in an aggregate amount at any one time outstanding not to exceed the amount of Debt permitted to be Incurred under clause (a) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Debt";

(b) Liens to secure Debt permitted to be Incurred under clause (c) 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 Coal or any Restricted Subsidiary, other than the Property acquired, constructed or leased and any improvements or accessions to such 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);

(c) Liens for taxes, assessments or governmental charges or levies on the Property of Arch Coal or any Restricted Subsidiary if the same shall not at the time be delinquent or thereafter can be paid 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 shall be required in conformity with GAAP shall have been made therefor;

(d) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens and other similar Liens, on the Property of Arch Coal 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;

(e) Liens on the Property of Arch Coal 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 Coal and the Restricted Subsidiaries taken as a whole;

(f) Liens on Property at the time Arch Coal or any Restricted Subsidiary acquired such Property, including any acquisition by means of a merger or consolidation with or into Arch Coal or any Restricted Subsidiary; *provided, however*, that any such Lien may not extend to any other Property of Arch Coal or any Restricted Subsidiary; *provided further, however*, that such Liens shall not have been Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which such Property was acquired by Arch Coal or any Restricted Subsidiary;

(g) Liens on the Property of a Person at the time such Person becomes a Restricted Subsidiary; *provided, however*, that any such Lien may not extend to any other Property of Arch Coal or any other Restricted Subsidiary that is not a direct Subsidiary of such 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 such Person became a Restricted Subsidiary;

(h) pledges or deposits by Arch Coal or any Restricted Subsidiary under workers' compensation laws, unemployment insurance laws, old-age pensions 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 Coal or any Restricted Subsidiary is party, or deposits to secure public or statutory obligations of Arch Coal, or deposits for the payment of rent, in each case Incurred in the ordinary course of business;

(i) utility easements, building restrictions and such other encumbrances or charges against real Property as are of a nature generally existing with respect to properties of a similar character;

(j) Liens existing on the Issue Date not otherwise described in clauses (a) through (i) above or (k) through (u) below;

(k) 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 (b), (f), (g) or (j) above; *provided, however*, that any such Lien shall be limited to all or part of the same Property that secured the original Lien (together with improvements and accessions to such Property), and the aggregate principal amount of Debt that is secured by such Lien shall 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 (b), (f), (g) or (j) 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 Coal or such Restricted Subsidiary in connection with such Refinancing;

(l) Liens on Property used to defease or to satisfy and discharge Debt; *provided* that (a) the Incurrence of such Debt was not prohibited by the Indenture and (b) such defeasance or satisfaction and discharge is not prohibited by the Indenture;

(m) Liens in favor of Arch Coal or any Restricted Subsidiary;

(n) judgment Liens not giving rise to an Event of Default, that are being contested in good faith by appropriate legal proceedings and for which adequate reserves have been made;

(o) Liens on accounts receivable and related assets in connection with a Receivables Facility;

(p) rights of banks to set off deposits against debts owed to said bank;

(q) contract mining agreements and leases or subleases granted to others that do not materially interfere with the ordinary conduct of business of Arch Coal or any of its Restricted Subsidiaries;

(r) Liens on Capital Stock of an Unrestricted Subsidiary that secure Debt or other obligations of such Unrestricted Subsidiary;

(s) Liens on the assets of Foreign Subsidiaries securing Debt of Foreign Subsidiaries;

(t) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(u) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other assets relating to such letters of credit and products and proceeds thereof; and

(v) Liens not otherwise permitted by clauses (a) through (u) above securing Debt or other obligations in an aggregate principal amount not to exceed 10.0% of Consolidated Net Tangible Assets at the time such Debt is Incurred.

"Permitted Refinancing Debt" means any Debt that Refinances any other Debt, including any successive Refinancings, so long as:

- (a) such 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 all accrued and unpaid interest thereon, and
 - (2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, related to such Refinancing;
- (b) the Average Life of such Debt is equal to or greater than the Average Life of the Debt being Refinanced; and
- (c) the new Debt shall not be senior in right of payment to the Debt that is being Refinanced; *provided, however*, that Permitted Refinancing Debt shall not include:
 - (x) Debt of a Subsidiary of Arch Coal that is not a Guarantor that Refinances Debt of Arch Coal or a Guarantor, or
 - (y) Debt of Arch Coal 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 such Person, over shares of any other class of Capital Stock issued by such Person.

"Preferred Stock Dividends" of a Person means all dividends with respect to Preferred Stock of Restricted Subsidiaries of such Person (other than dividends paid in Capital Stock (except Disqualified Stock) of Arch Coal) held by Persons other than such Person or a Wholly Owned Restricted Subsidiary of such Person. The amount of any such dividend shall be equal to the quotient of such 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 such Preferred Stock.

"pro forma" means, with respect to any calculation made or required to be made pursuant to the terms hereof, a calculation, as interpreted in good faith by Arch Coal's principal financial officer or principal accounting officer, or otherwise a calculation made in good faith by the Board of Directors after consultation with the independent certified public accountants of Arch Coal, as the case may be.

"Property" means, with respect to any Person, any interest of such 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 shall be its Fair Market Value.

"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 such 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 Coal or a Restricted Subsidiary of such Property, including additions and improvements thereto;

provided, however, that such Debt is Incurred within 365 days after the acquisition, construction or lease of such Property by Arch Coal or such Restricted Subsidiary.

"Rating Agencies" means Moody's and S&P or if Moody's and S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by Arch Coal which shall be substituted for Moody's or S&P or both, as the case may be.

"Receivables Facility" means one or more receivables financing facilities or arrangements, as amended or modified from time to time, pursuant to which Arch Coal or any Subsidiary sells (including a sale in exchange for a promissory note or Capital Stock of a Receivables Subsidiary) its accounts receivable to a Receivables Subsidiary or a Receivables Subsidiary sells accounts receivables to any other Person; provided such transaction is on market terms at the time Arch Coal or such Subsidiary enters into such transaction.

"Receivables Subsidiary" means a Subsidiary of Arch Coal which engages in no activities other than those reasonably related to or in connection with the entering into of receivables securitization transactions and which is designated by the Board of Directors (as provided below) as a Receivables Subsidiary and:

- (1) no portion of the Debt or any other obligations (contingent or otherwise) of which:
 - (a) is guaranteed by Arch Coal or any Restricted Subsidiary (excluding Guarantees (other than the principal of, and interest on, Debt) pursuant to Standard Securitization Undertakings);
 - (b) is recourse to or obligates Arch Coal or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or
 - (c) subjects any Property of Arch Coal or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;
- (2) with which neither Arch Coal nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding other than on terms no less favorable to Arch Coal or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of Arch Coal, other than fees payable in the ordinary course of business in connection with servicing accounts receivable of such entity; and
- (3) to which neither Arch Coal nor any Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results other than pursuant to Standard Securitization Undertakings.

Any designation of a Subsidiary as a Receivable Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors giving effect to the designation and an Officers' Certificate certifying that the designation complied with the preceding conditions and was permitted by the Indenture.

"*Refinance*" means, in respect of any Debt, to refinance, extend, renew, refund or Repay, or to issue other Debt, in exchange or replacement for, such Debt. "Refinanced" and "Refinancing" shall have correlative meanings.

"*Repay*" means, in respect of any Debt, to repay, prepay, repurchase, redeem, legally defease or otherwise retire such Debt. "Repayment" and "Repaid" shall 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 shall be considered to have been Repaid only to the extent the related loan commitment, if any, shall have been permanently reduced in connection therewith.

"*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 Coal or any Restricted Subsidiary (including any payment in connection with any merger or consolidation with or into Arch Coal or any Restricted Subsidiary), except for any dividend or distribution that is (i) made solely to Arch Coal or a Restricted Subsidiary (and, if such Restricted Subsidiary is not a Wholly Owned Restricted Subsidiary, to the other shareholders or members of such Restricted Subsidiary on a *pro rata* basis or on a basis that results in the receipt by Arch Coal or a Restricted Subsidiary of dividends or distributions equal to or greater in value than it would receive on a *pro rata* basis); or (ii) payable solely in shares of Capital Stock (other than Disqualified Stock) of Arch Coal;

(b) the purchase, repurchase, redemption, acquisition or retirement for value of any Capital Stock of Arch Coal (other than from Arch Coal or a Restricted Subsidiary);

(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 (i) Debt permitted under clause (d) of the second paragraph of the covenant described under "*Certain Covenants—Limitation on Debt*" or (ii) 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); or

(d) any Investment (other than Permitted Investments) in any Person.

"*Restricted Subsidiary*" means any Subsidiary of Arch Coal 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 Coal or a Restricted Subsidiary transfers such Property to another Person and Arch Coal or a Restricted Subsidiary leases it from such Person.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" of Arch Coal within the meaning of Rule 1-02 under Regulation S-X promulgated by the Commission.

"*Standard Securitization Undertakings*" means representations, warranties, covenants and indemnities entered into by Arch Coal or any Restricted Subsidiary that are reasonably customary in receivables financing facilities, including, without limitation, servicing of the obligations thereunder.

"*Stated Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such

security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

"*Subordinated Obligation*" means any Debt of Arch Coal or a Guarantor (whether outstanding on the Issue Date or thereafter Incurred) that is subordinate or junior in right of payment to the Notes or the Note 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) such Person;
- (b) such Person and one or more Subsidiaries of such Person; or
- (c) one or more Subsidiaries of such Person.

"*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 Coal or a Guarantor is sold, transferred, assigned, leased, conveyed or otherwise disposed.

"*Transactions*" means collectively, the transactions contemplated by the issuance of the Notes and Arch Coal's exercise of its option to request increases in the aggregate lending commitments and corresponding incremental term loans under the Amended and Restated Credit Agreement.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to December 15, 2016; *provided, however*, that if the period from the redemption date to December 15, 2016 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Unrestricted Subsidiary*" means:

- (a) any Subsidiary of Arch Coal 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 thereto;
- (b) any Subsidiary of an Unrestricted Subsidiary; and
- (c) as of the date of the Indenture, Jacobs Ranch Holdings I LLC, a Delaware limited liability company, Jacobs Ranch Holdings II LLC, a Delaware limited liability company, and Jacobs Ranch Coal LLC, a Delaware limited liability company.

After the termination of the covenants upon the Notes obtaining Investment Grade Ratings, all Unrestricted Subsidiaries shall be Restricted Subsidiaries.

"*U.S. Government Obligations*" means direct obligations (or certificates representing an ownership interest in such 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 such 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 such time owned, directly or indirectly, by such Person and its other Wholly Owned Subsidiaries.

Book-Entry, Delivery and Form

Except as set forth below, Notes will be issued in registered, global form in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The Notes initially will be represented by one or more Notes in registered, global form without interest coupons (collectively, the "Global Notes"). The Global Notes will be deposited upon issuance with the Trustee as custodian for The Depository Trust Company ("DTC"), and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may be exchanged for Notes in certificated form. See "—Exchange of Global Notes for Certificated Notes."

In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. Arch Coal takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note certificate will be issued for the Notes, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC has advised us that DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, 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 pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of

which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the Note documents. For example, Beneficial Owners of Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Notes are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC would mail an Omnibus Proxy to us as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from us, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by

standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the initial purchasers or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is our responsibility, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Notes purchased or tendered, through its Participant, to the tender or remarketing agent, and shall effect delivery of such Notes by causing the Direct Participant to transfer the Participant's interest in the Notes, on DTC's records, to the tender or remarketing agent. The requirement for physical delivery of Notes in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Notes are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Notes to the tender or remarketing agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to us. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered.

We may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy thereof.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for definitive Notes in registered certificated form ("Certificated Notes") if:

- (1) DTC (a) notifies Arch Coal that it is unwilling or unable to continue as depository for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act, and in each case Arch Coal fails to appoint a successor depository;
- (2) Arch Coal, at its option, notifies the Trustee in writing that it elects to cause the issuance of Certificated Notes (DTC has advised Arch Coal that, in such event, under current DTC practices, DTC would notify its participants of Arch Coal's request, but will only withdraw beneficial interests from a Global Note at the request of each DTC participant); or
- (3) there shall have occurred and be continuing a Default or Event of Default with respect to the Notes and DTC requests Certificated Notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depository (in accordance with its customary procedures).

Exchange of Certificated Notes for Global Notes

Certificated Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Notes.

Same Day Settlement and Payment

Arch Coal will make payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, and interest) by wire transfer of immediately available funds to the accounts specified by the Global Note Holder. Arch Coal will make all payments of principal, interest and premium, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders thereof or, if no such account is specified, by mailing a check to each such Holder's registered address. The Notes represented by the Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. Arch Coal expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the applicable Treasury regulations promulgated and proposed thereunder, judicial authority and current administrative rulings and practice, all of which are subject to change, possibly with retroactive effect. The following general discussion summarizes certain material U.S. federal income tax aspects of the exchange of original notes for exchange notes pursuant to the exchange offer and ownership and disposition of the exchange notes that may be relevant to U.S. Holders (as defined below) and Non-U.S. Holders (as defined below). This discussion is a summary for general information only and does not consider all aspects of U.S. federal income taxation that may be relevant to participation in the exchange offer or ownership and disposition of the exchange notes by a prospective investor in light of his, her or its own personal circumstances. This discussion is limited to persons who are beneficial owners of the notes, who acquired the original notes upon their original issuance at their issue price, which was equal to the first price at which a substantial amount of the original notes was sold for money (not including sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers), and who held the original notes and will hold the exchange notes as capital assets within the meaning of Section 1221 of the Code. This discussion does not purport to deal with all aspects of U.S. federal income taxation that might be relevant to particular holders in light of their personal investment circumstances or status, nor does it discuss the U.S. federal income tax consequences to certain types of holders subject to special treatment under the U.S. federal income tax laws (for example, financial institutions, insurance companies, dealers in securities or foreign currency, tax-exempt organizations, taxpayers holding the notes through a partnership or similar pass-through entity or as part of a "straddle," "hedge" or "conversion transaction," certain U.S. expatriates or other former long-term residents of the United States or U.S. Holders (as defined below) that have a "functional currency" other than the U.S. dollar). We treat the original notes and will treat the exchange notes as indebtedness for U.S. federal income tax purposes, and the balance of the discussion is based on the assumption that such treatment will be respected. We have not obtained a ruling from the Internal Revenue Service (the "IRS") regarding the tax treatment of the exchange offer or of the exchange notes.

If a partnership (including for this purpose an entity or arrangement treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of a note, the treatment of a partner in the partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships and partners in such partnerships should consult their tax advisors about the U.S. federal income tax consequences of the exchange offer and of owning and disposing of exchange notes.

This discussion of certain material U.S. federal income tax considerations is for general information only and is not tax advice. Prospective holders are urged to consult their own tax advisors regarding the U.S. federal, state, local, foreign and other tax considerations of the exchange offer and ownership and disposition of the exchange notes.

Treatment of the Exchange

The exchange of the original notes for the exchange notes in the exchange offer will not constitute an exchange for U.S. federal income tax purposes for holders because the exchange notes will not be considered to be a significant modification of the original notes. As a result, for U.S. federal income tax purposes (i) a holder will not recognize any income, gain or loss as a result of exchanging the original notes for the exchange notes, (ii) the holding period of the exchange notes will include the holding period of the original notes exchanged and (iii) the adjusted tax basis of the exchange notes will be the same as the adjusted tax basis of the original notes exchanged immediately before such exchange.

Treatment of the Exchange Notes

In certain circumstances, we may be obligated to pay amounts in excess of stated interest or principal on the exchange notes. The obligation to pay these amounts may implicate provisions of the Treasury regulations relating to contingent payment debt instruments ("CPDIs"). One or more contingencies generally will not cause the exchange notes to be treated as CPDIs if, as of the issue date, each such contingency is considered remote or incidental or, in certain circumstances, it is significantly more likely that none of the contingencies will arise. We intend to take the position that the possibility, as of the date the exchange notes are issued, of the payment of such amounts does not result in the exchange notes being treated as CPDIs under the applicable Treasury regulations. Our determination is binding on you unless you disclose your contrary position to the IRS in the manner that is required by the applicable Treasury regulations. Our determination is not, however, binding on the IRS, which could challenge this position. If such challenge were successful, a U.S. Holder likely would be required to accrue income on the exchange notes in excess of stated interest, and would be required to treat as ordinary income rather than capital gain any income realized on the taxable disposition of an exchange note. The remainder of this discussion assumes that the exchange notes are not treated as CPDIs.

U.S. Holders

The following discussion is limited to the U.S. federal income tax consequences to a beneficial owner of an exchange note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or any entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation on a net income basis regardless of its source; or
- a trust, if (i) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) the trust has a valid election in place to be treated as a U.S. person for U.S. federal income tax purposes (each a "U.S. Holder").

Stated Interest and Original Issue Discount

The stated interest on the exchange notes will be treated as "qualified stated interest" and will be included in income by a U.S. Holder as paid or accrued in accordance with such holder's usual method of accounting for U.S. federal income tax purposes.

The stated redemption price at maturity of the exchange notes (which amount should be equal to the face amount of the notes) will exceed the issue price of the exchange notes (which will equal the initial price paid by the holders for the original notes) by more than a statutory de minimis amount. Accordingly, U.S. Holders of the exchange notes will be required to include such original issue discount ("OID") in ordinary income for U.S. federal income tax purposes as it accrues, regardless of whether the U.S. Holder uses the cash or accrual method of accounting. The OID will accrue daily in accordance with a constant yield method based on a compounding of interest. The OID allocable to any accrual period will equal the product of the adjusted issue price of the exchange notes as of the beginning of such period and the exchange notes' yield to maturity, less any qualified stated interest allocable to that accrual period. The "adjusted issue price" of the exchange notes as of the beginning of any accrual period will equal the issue price of the exchange notes increased by the amount of OID previously includible in gross income of any holder of the original notes or the exchange notes and

decreased by the amount of any payment made on the original notes or the exchange notes other than payments of qualified stated interest. Because OID will accrue and be includible in income at least annually and no payments other than qualified stated interest are expected to be made on the exchange notes, the adjusted issue price of the exchange notes is expected to increase throughout their life. OID includible in income, therefore, is expected to increase during each accrual period. The tax rules that govern debt instruments that are issued with OID are complex and holders are urged to consult their tax advisor about the application of these rules to the holder.

Sale, Exchange, Retirement or Redemption of the Exchange Notes

Upon the taxable disposition of an exchange note by sale, exchange, retirement or redemption, a U.S. Holder generally will recognize gain or loss equal to the difference between the amount realized on the disposition, other than amounts attributable to accrued interest not yet taken into income which will be taxed as ordinary income, and the U.S. Holder's adjusted tax basis in the exchange note. A U.S. Holder's adjusted tax basis in an exchange note generally will equal the cost of the original note to such holder increased by any OID previously accrued by the U.S. Holder, less any principal payments or payments of accrued OID received by such holder.

Any gain generally will constitute capital gain and will be long-term capital gain if the U.S. Holder has held the exchange note, including the holding period of the original note exchanged for the exchange note, for longer than 12 months. Long-term capital gain, in the case of non-corporate taxpayers, is eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Medicare Surtax

Certain U.S. Holders that are individuals, estates or trusts will be required to pay an additional 3.8% Medicare surtax on, among other things, interest income and capital gains from the sale or other disposition of a note. U.S. Holders should consult their tax advisors as to the application of this additional surtax to their investment in the exchange notes.

Information Reporting and Backup Withholding

Under the Code, U.S. Holders may be subject, under certain circumstances, to information reporting and "backup withholding" with respect to cash payments in respect of principal, interest, and the gross proceeds from dispositions of the exchange notes. Backup withholding applies only if the U.S. Holder (i) fails to furnish its social security or other taxpayer identification number ("TIN") within a reasonable time after a request therefor, (ii) furnishes an incorrect TIN, (iii) fails to report properly interest or dividends, or (iv) fails under certain circumstances to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is not subject to backup withholding. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit (and may entitle such holder to a refund) against such U.S. Holder's U.S. federal income tax liability, provided that the required information is furnished to the IRS in a timely manner. Certain persons are exempt from backup withholding, including corporations and financial institutions. U.S. Holders should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption.

Non-U.S. Holders

The following discussion is limited to the U.S. federal income tax consequences to a holder of an exchange note that is a beneficial owner of an exchange note and that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder (a "Non-U.S. Holder").

For purposes of the discussion below, interest, OID and gain on the sale, exchange, redemption or other disposition of the exchange notes will be considered to be "U.S. trade or business income" if such income or gain is:

- effectively connected with the conduct of a U.S. trade or business; and
- in the case of a treaty resident, attributable to a permanent establishment (or, in the case of certain treaties, a fixed base) in the United States.

Stated Interest and OID

Generally, stated interest and OID paid to a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax if such stated interest and OID is not U.S. trade or business income and is "portfolio interest." Generally, stated interest and OID on the exchange notes will qualify as portfolio interest if the Non-U.S. Holder:

- does not actually or constructively own 10% or more of the total combined voting power of all classes of our stock;
- is not a controlled foreign corporation with respect to which we are a "related person" within the meaning of Section 864(d)(4) of the Code;
- is not a bank receiving interest on the extension of credit made pursuant to a loan agreement made in the ordinary course of its trade or business; and
- certifies, under penalties of perjury, that such holder is not a U.S. person and provides such holder's name and address (which certification may be made on IRS Form W-8BEN or other applicable form).

If interest and OID on the exchange notes do not qualify for the portfolio interest exception and are not U.S. trade or business income, payments of stated interest on the exchange notes will be subject to U.S. withholding tax at a rate of 30% of the stated interest paid (plus U.S. withholding tax at a rate of 30% on accrued and unpaid OID on which withholding tax has not yet been paid) unless a treaty applies to reduce or eliminate such withholding tax. U.S. trade or business income will be taxed at regular graduated U.S. tax rates rather than the 30% gross rate. In the case of a Non-U.S. Holder that is a corporation, such U.S. trade or business income also may be subject to the branch profits tax. To claim an exemption from withholding in the case of U.S. trade or business income, or to claim the benefits of a treaty, a Non-U.S. Holder must provide a properly executed IRS Form W-8ECI (in the case of U.S. trade or business income) or IRS Form W-8BEN (in the case of a treaty exemption), or any successor form, as applicable, prior to the payment of interest and OID. These forms must be periodically updated. A Non-U.S. Holder who is claiming the benefits of a treaty may be required, in certain instances, to obtain a TIN and to provide certain documentary evidence issued by foreign governmental authorities to prove residence in the foreign country. Also, special procedures are provided under applicable Treasury regulations for payments through qualified intermediaries.

Sale, Exchange or Redemption of the Notes

Subject to the discussion below concerning backup withholding, any gain realized by a Non-U.S. Holder on the sale, exchange or redemption of an exchange note generally will not be subject to U.S. federal income tax, unless:

- such gain is U.S. trade or business income; or
- subject to certain exceptions, the Non-U.S. Holder is an individual who holds the exchange notes as a capital asset and is present in the United States for 183 days or more in the taxable year of

the disposition, in which case a 30% tax will apply to the net gain on such sale, unless such tax is reduced or eliminated by treaty.

Upon a sale, exchange or redemption of an exchange note, accrued and unpaid stated interest and OID will be taxed as described above under the heading "— Stated Interest and OID."

Information Reporting and Backup Withholding

Information returns will be filed with the IRS in connection with payments on the exchange notes. Unless the Non-U.S. Holder complies with certification procedures to establish that it is not a U.S. person, information returns may be filed with the IRS in connection with the proceeds from a sale or other disposition of the exchange notes and the Non-U.S. Holder may be subject to U.S. backup withholding on payments on the exchange notes or on the proceeds from a sale or other disposition of the exchange notes. The certification procedures required to claim the exemption from withholding tax on interest (including OID) described above will satisfy the certification requirements necessary to avoid the backup withholding tax as well. The amount of any backup withholding from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder's U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Foreign Account Tax Compliance

The Foreign Account Tax Compliance Act provisions of the Hiring Incentives to Restore Employment Act ("FATCA"), when applicable, will impose a U.S. federal withholding tax of 30% on certain payments to foreign entities (including interest payments and gross proceeds from debt instruments, such as the exchange notes) that fail to comply with certain certification and information reporting requirements. FATCA as initially enacted generally applies to debt instruments issued after March 18, 2012. Under Treasury regulations and IRS Notice 2013-43, the grandfathering date has been extended, and FATCA generally will not apply to debt instruments that are outstanding on July 1, 2014 (unless such instruments are significantly modified after that date). Because the exchange notes will be outstanding before July 1, 2014, FATCA withholding will not apply to the notes unless the exchange notes are significantly modified after such date. Non-U.S. Holders are urged to consult their own tax advisor regarding the potential application of FATCA to the exchange notes.

THE PRECEDING DISCUSSION IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, EACH INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN TAX ADVISOR AS TO PARTICULAR TAX CONSEQUENCES TO IT OF PURCHASING, HOLDING AND DISPOSING OF EXCHANGE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR FOREIGN TAX LAWS, AND OF ANY PROPOSED CHANGES IN APPLICABLE LAW.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange 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 exchange notes. 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 exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We and the guarantors have agreed that, starting on the expiration date and ending on the close of business 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until 2013, dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

We and the guarantors will not receive any proceeds from any sale of exchange notes by brokers-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit of any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date, we and the guarantors will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We and the guarantors have agreed to pay all expenses incidental to the exchange offer (including the expenses of one counsel for the holders of the original notes) other than commissions or concessions of any brokers or dealers and certain transfer taxes and will indemnify the holders of the original notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Under existing interpretations of the Securities Act by the SEC's staff contained in several no-action letters to third parties, and subject to the immediately following sentence, we and the guarantors believe that the exchange notes would generally be freely transferable by holders after the exchange offer without further registration under the Securities Act, subject to certain representations required to be made by each holder of exchange notes, as set forth below. However, any purchaser of exchange notes who is an "affiliate" (as defined in Rule 405 under the Securities Act) of ours and the guarantors or who intends to participate in the exchange offer for the purpose of distributing the exchange notes:

- will not be able to rely on the applicable interpretation of the staff of the SEC;
- will not be able to tender its original securities in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the exchange notes unless such sale or transfer is made pursuant to an exemption from such requirements.

We and the guarantors do not intend to seek our own interpretations regarding the exchange offer, and there can be no assurance that the SEC's staff would make a similar determination with respect to the exchange notes as it has in other interpretation to other parties, although we and the guarantors have no reason to believe otherwise.

LEGAL MATTERS

K&L Gates LLP, Pittsburgh, Pennsylvania, will pass upon the validity of the exchange notes and the guarantees by the guarantors. In rendering its opinion, K&L Gates LLP will rely upon the opinion of Jackson Kelly PLLC, Charleston, West Virginia, as to all matters governed by the laws of the Commonwealth of Kentucky, the Commonwealth of Virginia and the State of West Virginia.

EXPERTS

Coal Reserves

The information appearing in, and incorporated by reference in, this prospectus concerning our estimates of proven and probable coal reserves at December 31, 2012 were prepared by our engineers and geologists and reviewed by Weir International, Inc., an independent mining and geological consultant.

Independent Registered Public Accounting Firm

The consolidated financial statements of Arch Coal, Inc. appearing in Arch Coal, Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2012 (including the schedule appearing therein) have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in its report thereon, included therein and incorporated herein by reference. Such consolidated financial statements and schedule 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

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. You may inspect without charge any documents filed by us at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site, www.sec.gov, that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including Arch Coal, Inc. Our common stock is traded on the New York Stock Exchange. You may also inspect the information we file with the SEC at the New York Stock Exchange's offices at 20 Broad Street, New York, NY 10005. Information about us is also available at www.archcoal.com. The information on our Internet site is not a part of this prospectus.

We are "incorporating by reference" into this prospectus the information we file with the SEC. This means that we are disclosing important information to you by referring you to these documents filed with the SEC. The information incorporated by reference is considered part of this prospectus, and information filed with the SEC subsequent to this prospectus and prior to the termination of this exchange offer will automatically be deemed to update and supersede this information. We incorporate by reference into this prospectus the documents listed below and any filing that we will make with the SEC in the future under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, including such documents filed with the SEC by us after the date of this prospectus and prior to the time we complete the exchange offer (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Exchange Act):

- Our Annual Report on Form 10-K for the year ended December 31, 2012;
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31 and June 30, 2013;
- Our Current Reports on Form 8-K dated February 26, April 30, July 2 and August 12, 2013; and

- The portions of our Definitive Proxy Statement on Schedule 14A that are deemed "filed" with the SEC, as filed on March 12, 2013.

Any statement or information contained in those documents shall be deemed to be modified or superseded to the extent a statement or information included in this prospectus modifies or supersedes such statement or information. Any such statement or information so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. Any future filings made by us with the SEC (excluding those filings made under Items 2.02 or 7.01 of Form 8-K or other information "furnished" to the SEC) under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this prospectus and prior to the termination of this offering will also be deemed to be incorporated by reference and to be part of this prospectus from their dates of filing. Other than as expressly stated in this paragraph, none of our reports, proxy statements and other information filed, or that we may file, with the SEC is incorporated by reference herein.



**Offer to Exchange
Up to \$375,000,000 aggregate principal amount of
9.875% Senior Notes Due 2019 (CUSIP No. 039380AJ9)
which have been registered under the Securities Act of 1933, as amended
for
Any and All of Our Outstanding 9.875% Senior Notes Due 2019
(CUSIP Nos. 039380AH3 and U0393CAD7)**

**The exchange offer will expire at 12:00 midnight, New York City time,
at the end of _____, 2013, unless earlier terminated or extended.**

**PROSPECTUS
, 2013**

DEALER PROSPECTUS DELIVERY OBLIGATION

Until _____, 2013, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotment of subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. *Indemnification of Directors and Officers.*

The following summary is qualified in its entirety by reference to the complete text of any statutes referred to below and the restated certificate of incorporation and amended and by-laws of Arch Coal, Inc., a Delaware corporation ("Arch Coal" or the "Company").

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation, in its certificate of incorporation, to limit or eliminate, subject to certain statutory limitations, the liability of directors to the corporation or its stockholders for monetary damages for breaches of fiduciary duty, except for liability (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the Delaware law or (d) for any transaction from which the director derived an improper personal benefit. Our restated certificate of incorporation provides, among other things, that the personal liability of our directors is so eliminated.

Under Section 145 of the Delaware law, a corporation has the power to indemnify directors and officers under certain prescribed circumstances and subject to certain limitations against certain costs and expenses, including attorneys' fees actually and reasonably incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, to which any of them is a party by reason of his being a director or officer of the corporation if it is determined that he acted in accordance with the applicable standard of conduct set forth in such statutory provision. Our amended and restated bylaws provide that we will indemnify any person who may be involved, as a party or otherwise, in a claim, action, suit or proceeding (other than any claim, action, suit or proceeding brought by or in the right of Arch Coal, Inc.) by reason of the fact that such person is or was a director or officer, or is or was serving at the request of us as a director or officer of any other corporation or entity, against certain liabilities, costs and expenses. We are also authorized to maintain insurance on behalf of any person who is or was a director or officer, or is or was serving at the request of us as a director or officer of any other corporation or entity, against any liability asserted against such person and incurred by such person in any such capacity or arising out of his status as such, whether or not we would have the power to indemnify such person against such liability under Delaware law. We are a party to agreements with our directors and officers pursuant to which we have agreed to indemnify them against certain costs and expenses incurred by them in their capacities as such.

Item 21. *Exhibits and Financial Statement Schedules*

(a) Exhibits

The exhibits to this registration statement are listed in the Exhibit Index, which appears elsewhere herein and is incorporated by reference.

Item 22. *Undertakings.*

The undersigned registrants hereby undertake:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which,

individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment 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.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(5) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference into 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.

(6) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 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.

(7) 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 the 15th day of August, 2013.

ARCH COAL, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: *Senior Vice President and Chief Financial Officer*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ JOHN W. EAVES</u> John W. Eaves	President and Chief Executive Officer and Director (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	August 15, 2013
<u>/s/ JOHN W. LORSON</u> John W. Lorson	Vice President and Chief Accounting Officer (Principal Accounting Officer)	August 15, 2013
<u>/s/ STEVEN F. LEER</u> Steven F. Leer	Chairman of the Board of Directors	August 15, 2013

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID D. FREUDENTHAL</u> David D. Freudenthal	Director	August 15, 2013
<u>/s/ PATRICIA F. GODLEY</u> Patricia F. Godley	Director	August 15, 2013
<u>/s/ PAUL T. HANRAHAN</u> Paul T. Hanrahan	Director	August 15, 2013
<u>/s/ DOUGLAS H. HUNT</u> Douglas H. Hunt	Director	August 15, 2013
<u>/s/ J. THOMAS JONES</u> J. Thomas Jones	Director	August 15, 2013
<u>/s/ GEORGE C. MORRIS III</u> George C. Morris III	Director	August 15, 2013
<u>/s/ THEODORE D. SANDS</u> Theodore D. Sands	Director	August 15, 2013
<u>/s/ WESLEY M. TAYLOR</u> Wesley M. Taylor	Director	August 15, 2013
<u>/s/ PETER I. WOLD</u> Peter I. Wold	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it 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 the 15th day of August, 2013.

ALLEGHENY LAND COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Allegheny Land Company, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID J. FINNERTY</u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH COAL SALES COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal Sales Company, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH COAL TERMINAL, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal Terminal, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ CALVIN N. HALL</u> Calvin N. Hall	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ R. MATTHEW FERGUSON</u> R. Matthew Ferguson	Director	August 15, 2013
<u>/s/ JENNIFER JOHNSON</u> Jennifer Johnson	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH COAL WEST, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Coal West, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
Arch Coal, Inc.	Member	August 15, 2013
By: <u>/s/ JOHN T. DREXLER</u> John T. Drexler <i>Senior Vice President and Chief Financial Officer</i>		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH DEVELOPMENT, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Development, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ ROBERT E. SHANKLIN</u> Robert E. Shanklin	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
Arch Coal, Inc.	Member	August 15, 2013
By: <u>/s/ JOHN T. DREXLER</u> John T. Drexler <i>Senior Vice President and Chief Financial Officer</i>		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH ENERGY RESOURCES, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: Vice President

POWER OF ATTORNEY

Each of the undersigned managers and officers of Arch Energy Resources, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as managers and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Manager	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Manager	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Manager	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH FLINT RIDGE, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned managers and officers of Arch Flint Ridge, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as managers and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	President and Manager (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Manager	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Manager	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH RECLAMATION SERVICES, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Reclamation Services, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ JOHN K. O'HARE</u> John K. O'Hare	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH WESTERN ACQUISITION CORPORATION

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Western Acquisition Corporation, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH WESTERN ACQUISITION, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned managers and officers of Arch Western Acquisition, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as managers and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	President and Manager (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Manager	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Manager	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH WESTERN BITUMINOUS GROUP, LLC

By: /s/ JAMES E. FLORCZAK

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

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Western Bituminous Group, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ EUGENE E. DICLAUDIO</u> Eugene E. DiClaudio	Director and President and General Manager (Principal Executive Officer)	August 15, 2013
<u>/s/ JAMES E. FLORCZAK</u> James E. Florczak	Vice President and Treasurer (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH WESTERN FINANCE, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch Western Finance, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Director and President (Principal Executive, Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH WESTERN RESOURCES, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned officers of Arch Western Resources, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
Arch Western Acquisition Corporation	Member	August 15, 2013
By: <u>/s/ JOHN T. DREXLER</u> John T. Drexler <i>Vice President</i>		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARCH OF WYOMING, LLC

By: /s/ JAMES E. FLORCZAK

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

POWER OF ATTORNEY

Each of the undersigned directors and officers of Arch of Wyoming, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ KEITH R. WILLIAMS</u> _____ Keith R. Williams	Director and President and General Manager (Principal Executive Officer)	August 15, 2013
<u>/s/ JAMES E. FLORCZAK</u> _____ James E. Florczak	Vice President and Treasurer (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> _____ Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> _____ Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARK LAND COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land Company, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID J. FINNERTY</u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARK LAND KH, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land KH, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u> /s/ DAVID J. FINNERTY </u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u> /s/ JOHN T. DREXLER </u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u> /s/ ROBERT G. JONES </u> Robert G. Jones	Director	August 15, 2013
<u> /s/ PAUL A. LANG </u> Paul A. Lang	Director	August 15, 2013
<u> /s/ JON S. PLOETZ </u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARK LAND LT, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land LT, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID J. FINNERTY</u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ARK LAND WR, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ark Land WR, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID J. FINNERTY</u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ASHLAND TERMINAL, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ashland Terminal, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ CALVIN N. HALL</u> Calvin N. Hall	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ R. MATTHEW FERGUSON</u> R. Matthew Ferguson	Director	August 15, 2013
<u>/s/ JENNIFER JOHNSON</u> Jennifer Johnson	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

BRONCO MINING COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Bronco Mining Company, Inc., a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

CANYON FUEL COMPANY, LLC

By: /s/ JAMES E. FLORCZAK

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

POWER OF ATTORNEY

Each of the undersigned directors and officers of Canyon Fuel Company, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ EUGENE E. DICLAUDIO</u> Eugene E. DiClaudio	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JAMES E. FLORCZAK</u> James E. Florczak	Vice President and Treasurer (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

CATENARY COAL HOLDINGS, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Catenary Coal Holdings, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ GARY L. BENNETT</u> Gary L. Bennett	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

COAL-MAC, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Coal-Mac, Inc., a Kentucky corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ CHRIS SYKES</u> Chris Sykes	President and General Manager (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Director and Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

COALQUEST DEVELOPMENT LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of CoalQuest Development LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ JOHN W. EAVES John W. Eaves	Director	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

CUMBERLAND RIVER COAL COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Cumberland River Coal Company, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ ARNOLD HAMMONS</u> Arnold Hammons	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

HAWTHORNE COAL COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hawthorne Coal Company, Inc., a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

HUNTER RIDGE, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hunter Ridge, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

HUNTER RIDGE COAL COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hunter Ridge Coal Company, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

HUNTER RIDGE HOLDINGS, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Hunter Ridge Holdings, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG ADDCAR SYSTEMS, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG ADDCAR Systems, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ NEIL D. NOVAK Neil D. Novak	President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ JOHN W. EAVES John W. Eaves	Director	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG BECKLEY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Beckley, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ JOE TUSSEY Joe Tussey	President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ KENNETH D. COCHRAN Kenneth D. Cochran	Director	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG EAST KENTUCKY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG East Kentucky, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u> /s/ THOMAS S. BROWN </u> Thomas S. Brown	President (Principal Executive Officer)	August 15, 2013
<u> /s/ JOHN T. DREXLER </u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u> /s/ KENNETH D. COCHRAN </u> Kenneth D. Cochran	Director	August 15, 2013
<u> /s/ ROBERT G. JONES </u> Robert G. Jones	Director	August 15, 2013
<u> /s/ PAUL A. LANG </u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG EASTERN, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Eastern, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ CHARLES G. SNAVELY</u> Charles G. Snavely	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG EASTERN LAND, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Eastern Land, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID J. FINNERTY</u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG HAZARD, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Hazard, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ WILLIAM G. FELTNER</u> William G. Feltner	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG HAZARD LAND, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Hazard Land, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID J. FINNERTY</u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG ILLINOIS, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Illinois, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ ERWIN SASS</u> Erwin Sass	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG KNOTT COUNTY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Knott County, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ THOMAS S. BROWN</u> Thomas S. Brown	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG NATURAL RESOURCES, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Natural Resources, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

ICG TYGART VALLEY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of ICG Tygart Valley, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ A. SCOTT BOYLEN A. Scott Boylen	President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ KENNETH D. COCHRAN Kenneth D. Cochran	Director	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

INTERNATIONAL COAL GROUP, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of International Coal Group, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

JULIANA MINING COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Juliana Mining Company, Inc., a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

KING KNOB COAL CO., INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of King Knob Coal Co., Inc., a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

LONE MOUNTAIN PROCESSING, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Lone Mountain Processing, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ THURMAN HOLCOMB</u> Thurman Holcomb	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ JAMES E. FLORCZAK</u> James E. Florczak	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

MARINE COAL SALES COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Marine Coal Sales Company, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

MELROSE COAL COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Melrose Coal Company, Inc., a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ JOHN W. EAVES John W. Eaves	Director	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

MINGO LOGAN COAL COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mingo Logan Coal Company, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> <u>/s/ DAVID RUNYON</u> David Runyon	President (Principal Executive Officer)	August 15, 2013
<hr/> <u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> <u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<hr/> <u>/s/ JAMES E. FLORCZAK</u> James E. Florczak	Director	August 15, 2013
<hr/> <u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

MOUNTAIN COAL COMPANY, L.L.C.

By: /s/ JAMES E. FLORCZAK

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

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mountain Coal Company, L.L.C., a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ EUGENE E. DICLAUDIO Eugene E. DiClaudio	Director and President and General Manager (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JAMES E. FLORCZAK James E. Florczak	Vice President and Treasurer (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ KENNETH D. COCHRAN Kenneth D. Cochran	Director	August 15, 2013
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

MOUNTAIN GEM LAND, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mountain Gem Land, Inc., a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director	August 15, 2013
<hr/> /s/ JON S. PLOETZ Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

MOUNTAIN MINING, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mountain Mining, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

MOUNTAINEER LAND COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Mountaineer Land Company, a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DAVID J. FINNERTY</u> David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

OTTER CREEK COAL, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Otter Creek Coal, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ WILLIAM ROWLANDS</u> William Rowlands	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
Arch Coal, Inc.	Member	August 15, 2013
By: <u>/s/ JOHN T. DREXLER</u> John T. Drexler <i>Senior Vice President and Chief Financial Officer</i>		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

PATRIOT MINING COMPANY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler

Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Patriot Mining Company, Inc., a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ THOMAS S. BROWN</u> Thomas S. Brown	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

POWELL MOUNTAIN ENERGY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Powell Mountain Energy, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ THURMAN HOLCOMB</u> Thurman Holcomb	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

PRAIRIE HOLDINGS, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Prairie Holdings, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

SHELBY RUN MINING COMPANY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned managers and officers of Shelby Run Mining Company, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as managers and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ DON VICKERS</u> Don Vickers	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Manager	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Manager	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Manager	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

SIMBA GROUP, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Simba Group, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

THUNDER BASIN COAL COMPANY, L.L.C.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Thunder Basin Coal Company, L.L.C., a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ KEITH R. WILLIAMS</u> Keith R. Williams	President and General Manager (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

TRITON COAL COMPANY, LLC

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Triton Coal Company, LLC, a Delaware limited liability company, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ KEITH R. WILLIAMS</u> Keith R. Williams	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013
<u>/s/ JON S. PLOETZ</u> Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

UPSHUR PROPERTY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: *Vice President*

POWER OF ATTORNEY

Each of the undersigned directors and officers of Upshur Property, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

VINDEX ENERGY CORPORATION

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Vindex Energy Corporation, a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<u>/s/ THOMAS S. BROWN</u> Thomas S. Brown	President (Principal Executive Officer)	August 15, 2013
<u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<u>/s/ KENNETH D. COCHRAN</u> Kenneth D. Cochran	Director	August 15, 2013
<u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013
<u>/s/ PAUL A. LANG</u> Paul A. Lang	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

WESTERN ENERGY RESOURCES, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Western Energy Resources, Inc., a Delaware corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ DAVID J. FINNERTY David J. Finnerty	President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director	August 15, 2013
<hr/> /s/ JON S. PLOETZ Jon S. Ploetz	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

WHITE WOLF ENERGY, INC.

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of White Wolf Energy, Inc., a Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> <u>/s/ PAUL A. LANG</u> Paul A. Lang	Director and President (Principal Executive Officer)	August 15, 2013
<hr/> <u>/s/ JOHN T. DREXLER</u> John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> <u>/s/ JOHN W. EAVES</u> John W. Eaves	Director	August 15, 2013
<hr/> <u>/s/ ROBERT G. JONES</u> Robert G. Jones	Director	August 15, 2013

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused to 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 the 15th day of August, 2013.

WOLF RUN MINING COMPANY

By: /s/ JOHN T. DREXLER

Name: John T. Drexler
Title: Vice President

POWER OF ATTORNEY

Each of the undersigned directors and officers of Wolf Run Mining Company, a West Virginia corporation, do hereby constitute and appoint John W. Eaves, John T. Drexler and Robert G. Jones, or any of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either one of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either one of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
<hr/> /s/ JEFFREY P. KELLEY Jeffrey P. Kelley	President (Principal Executive Officer)	August 15, 2013
<hr/> /s/ JOHN T. DREXLER John T. Drexler	Vice President (Principal Financial and Accounting Officer)	August 15, 2013
<hr/> /s/ KENNETH D. COCHRAN Kenneth D. Cochran	Director	August 15, 2013
<hr/> /s/ ROBERT G. JONES Robert G. Jones	Director	August 15, 2013
<hr/> /s/ PAUL A. LANG Paul A. Lang	Director	August 15, 2013

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Purchase and Sale Agreement, dated as of December 31, 2005, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 10.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on January 6, 2006).
2.2	Amendment No. 1 to the Purchase and Sale Agreement, dated as of February 7, 2006, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated by reference to Exhibit 2.1 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2005).
2.3	Amendment No. 2 to the Purchase and Sale Agreement, dated as of April 27, 2006, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 2.1 to the Arch Coal's Quarterly Report on Form 10-Q for the period ended June 30, 2006).
2.4	Amendment No. 3 to the Purchase and Sale Agreement, dated as of August 29, 2007, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 2.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the period ended September 30, 2007).
2.5	Agreement, dated as of March 27, 2008, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated herein by reference to Exhibit 2.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the period ended March 31, 2008).
2.6	Amendment No. 1 to Agreement, dated as of February 5, 2009, by and between Arch Coal, Inc. and Magnum Coal Company (incorporated by reference to Exhibit 2.6 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008).
2.7	Agreement and Plan of Merger, dated as of May 2, 2011, by and among Arch Coal, Inc., Atlas Acquisition Corp. and International Coal Group, Inc. (incorporated herein by reference to Exhibit 2.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on May 3, 2011).
2.8	Amendment to Agreement and Plan of Merger, dated as of May 26, 2011 among Arch Coal, Inc., Atlas Acquisition Corp. and International Coal Group, Inc. (incorporated herein by reference to Exhibit 2.8 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
2.9	Unit Purchase Agreement, dated as of June 27, 2013, by and between Arch Coal, Inc. and Bowie Resources, LLC (incorporated herein by reference to Exhibit 2.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on July 2, 2013).
3.1	Restated Certificate of Incorporation of Arch Coal, Inc. (incorporated herein by reference to Exhibit 3.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on May 5, 2006).
3.2	Bylaws of Arch Coal, Inc., as amended (incorporated herein by reference to Exhibit 3.1 to Arch Coal Inc.'s Current Report on Form 8-K filed on December 10, 2008).
3.3	Amended and Restated Certificate of Incorporation of Allegheny Land Company (incorporated herein by reference to Exhibit 3.3 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.4	Bylaws of Allegheny Land Company (incorporated herein by reference to Exhibit 3.4 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.5	Amended and Restated Certificate of Incorporation of Arch Coal Sales Company, Inc. (incorporated herein by reference to Exhibit 3.5 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).

<u>Exhibit No.</u>	<u>Description</u>
3.6	Bylaws of Arch Coal Sales Company, Inc. (incorporated herein by reference to Exhibit 3.6 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.7	Amended and Restated Certificate of Incorporation of Arch Coal Terminal, Inc. (incorporated herein by reference to Exhibit 3.7 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.8	Bylaws of Arch Coal Terminal, Inc. (incorporated herein by reference to Exhibit 3.8 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.9	Certificate of Formation of Arch Coal West, LLC (incorporated herein by reference to Exhibit 3.9 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).
*3.10	Amended and Restated Limited Liability Company Agreement of Arch Coal West, LLC.
3.11	Certificate of Formation of Arch Development, LLC (incorporated herein by reference to Exhibit 3.9 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
*3.12	Amended and Restated Limited Liability Company Agreement of Arch Development, LLC.
3.13	Certificate of Formation of Arch Energy Resources, LLC (incorporated herein by reference to Exhibit 3.11 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
*3.14	Amended and Restated Limited Liability Company Agreement of Arch Energy Resources, LLC.
3.15	Certificate of Formation of Arch Flint Ridge, LLC (incorporated herein by reference to Exhibit 3.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
3.16	Limited Liability Company Agreement of Arch Flint Ridge, LLC (incorporated herein by reference to Exhibit 3.2 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
3.17	Amended and Restated Certificate of Incorporation of Arch Reclamation Services, Inc. (incorporated herein by reference to Exhibit 3.13 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.18	Bylaws of Arch Reclamation Services, Inc. (incorporated herein by reference to Exhibit 3.14 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
*3.19	Certificate of Incorporation of Arch Western Acquisition Corporation.
*3.20	Bylaws of Arch Western Acquisition Corporation.
*3.21	Certificate of Formation of Arch Western Acquisition, LLC.
*3.22	Limited Liability Company Agreement of Arch Western Acquisition, LLC.
3.23	Certificate of Formation of Arch Western Bituminous Group, LLC (incorporated herein by reference to Exhibit 3.5 to the Registration Statement on Form S-4 (Reg. No. 333-122141) filed by Arch Western Finance, LLC).
*3.24	Amended and Restated Limited Liability Company Agreement of Arch Western Bituminous Group, LLC.
3.25	Certificate of Formation of Arch Western Finance, LLC (incorporated herein by reference to Exhibit 3.1 to the Registration Statement on Form S-4 (Reg. No. 333-107569) filed by Arch Western Finance, LLC).

<u>Exhibit No.</u>	<u>Description</u>
*3.26	Second Amended and Restated Limited Liability Company Agreement of Arch Western Finance, LLC.
3.27	Certificate of Formation of Arch Western Resources, LLC (incorporated herein by reference to Exhibit 3.3 to the Registration Statement on Form S-4 (Reg. No. 333-107569) filed by Arch Western Finance, LLC).
3.28	Limited Liability Company Agreement of Arch Western Resources, LLC (incorporated herein by reference to Exhibit 3.4 to the Registration Statement on Form S-4 (Reg. No. 333-107569) filed by Arch Western Finance, LLC).
3.29	Certificate of Formation of Arch of Wyoming, LLC (incorporated herein by reference to Exhibit 3.5 to the Registration Statement on Form S-4 (Reg. No. 333-107569) filed by Arch Western Finance, LLC).
*3.30	Amended and Restated Limited Liability Company Agreement of Arch of Wyoming, LLC.
3.31	Amended and Restated Certificate of Incorporation of Ark Land Company (incorporated herein by reference to Exhibit 3.15 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.32	Bylaws of Ark Land Company (incorporated herein by reference to Exhibit 3.16 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.33	Certificate of Incorporation of Ark Land KH, Inc. (incorporated herein by reference to Exhibit 3.17 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.34	Bylaws of Ark Land KH, Inc. (incorporated herein by reference to Exhibit 3.18 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.35	Amended and Restated Certificate of Incorporation of Ark Land LT, Inc. (incorporated herein by reference to Exhibit 3.19 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.36	Bylaws of Ark Land LT, Inc. (incorporated herein by reference to Exhibit 3.20 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.37	Amended and Restated Certificate of Incorporation of Ark Land WR, Inc. (incorporated herein by reference to Exhibit 3.21 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.38	Bylaws of Ark Land, WR, Inc. (incorporated herein by reference to Exhibit 3.22 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.39	Amended and Restated Certificate of Incorporation of Ashland Terminal, Inc. (incorporated herein by reference to Exhibit 3.23 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.408	Bylaws of Ashland Terminal, Inc. (incorporated herein by reference to Exhibit 3.24 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.41	Articles of Incorporation of Bronco Mining Company, Inc. (incorporated herein by reference to Exhibit 3.9 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.42	By-laws of Bronco Mining Company, Inc. (incorporated herein by reference to Exhibit 3.10 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.43	Certificate of Formation of Canyon Fuel Company, LLC.

<u>Exhibit No.</u>	<u>Description</u>
*3.44	Fourth Amended and Restated Limited Liability Company Agreement of Canyon Fuel Company, LLC, as amended.
3.45	Amended and Restated Certificate of Incorporation of Catenary Coal Holdings, Inc. (incorporated herein by reference to Exhibit 3.25 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.46	Bylaws of Catenary Coal Holdings, Inc. (incorporated herein by reference to Exhibit 3.26 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.47	Amended and Restated Articles of Incorporation of Coal-Mac, Inc. (incorporated herein by reference to Exhibit 3.27 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.48	Bylaws of Coal-Mac, Inc. (incorporated herein by reference to Exhibit 3.28 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.49	Certificate of Formation of CoalQuest Development LLC (incorporated herein by reference to Exhibit 3.11 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.50	Third Amended and Restated Limited Liability Company Agreement of CoalQuest Development LLC.
3.51	Amended and Restated Certificate of Incorporation of Cumberland River Coal Company (incorporated herein by reference to Exhibit 3.29 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.52	Bylaws of Cumberland River Coal Company (incorporated herein by reference to Exhibit 3.30 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.53	Articles of Incorporation of Hawthorne Coal Company, Inc. (incorporated herein by reference to Exhibit 3.13 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.54	Bylaws of Hawthorne Coal Company, Inc. (incorporated herein by reference to Exhibit 3.14 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.55	Certificate of Incorporation of Hunter Ridge, Inc. (incorporated herein by reference to Exhibit 3.39 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).
3.56	By-laws of Hunter Ridge, Inc. (incorporated herein by reference to Exhibit 3.40 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).
3.57	Certificate of Incorporation of Hunter Ridge Coal Company (incorporated herein by reference to Exhibit 3.17 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.58	By-laws of Hunter Ridge Coal Company (incorporated herein by reference to Exhibit 3.18 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.59	Certificate of Incorporation of Hunter Ridge Holdings, Inc. (incorporated herein by reference to Exhibit 3.43 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).
3.60	By-laws of Hunter Ridge Holdings, Inc. (incorporated herein by reference to Exhibit 3.44 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).

<u>Exhibit No.</u>	<u>Description</u>
3.61	Second Amended and Restated Certificate of Incorporation of ICG, Inc. (incorporated herein by reference to Exhibit 3.35 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.62	Amended and Restated Bylaws of ICG, Inc. (incorporated herein by reference to Exhibit 3.46 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).
3.63	Certificate of Formation of ICG, LLC (incorporated herein by reference to Exhibit 3.39 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.64	Amended and Restated Limited Liability Company Agreement of ICG, LLC.
3.65	Certificate of Formation of ICG ADDCAR Systems, LLC (incorporated herein by reference to Exhibit 3.19 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.66	Amended and Restated Limited Liability Company Agreement of ICG ADDCAR Systems, LLC.
3.67	Certificate of Formation of ICG Beckley, LLC (incorporated herein by reference to Exhibit 3.21 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.68	Amended and Restated Limited Liability Company Agreement of ICG Beckley, LLC.
3.69	Certificate of Formation of ICG East Kentucky, LLC (incorporated herein by reference to Exhibit 3.27 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.70	Amended and Restated Limited Liability Company Agreement of ICG East Kentucky, LLC.
3.71	Certificate of Formation of ICG Eastern, LLC (incorporated herein by reference to Exhibit 3.25 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.72	Amended and Restated Limited Liability Company Agreement of ICG Eastern, LLC.
3.73	Certificate of Formation of ICG Eastern Land, LLC (incorporated herein by reference to Exhibit 3.23 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.74	Amended and Restated Limited Liability Company Agreement of ICG Eastern Land, LLC.
3.75	Certificate of Formation of ICG Hazard, LLC (incorporated herein by reference to Exhibit 3.31 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.76	Amended and Restated Limited Liability Company Agreement of ICG Hazard, LLC.
3.77	Certificate of Formation of ICG Hazard Land, LLC (incorporated herein by reference to Exhibit 3.29 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.78	Amended and Restated Limited Liability Company Agreement of ICG Hazard Land, LLC.
3.79	Certificate of Formation of ICG Illinois, LLC (incorporated herein by reference to Exhibit 3.33 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).

<u>Exhibit No.</u>	<u>Description</u>
*3.80	Amended and Restated Limited Liability Company Agreement of ICG Illinois, LLC.
3.81	Certificate of Formation of ICG Knott County, LLC (incorporated herein by reference to Exhibit 3.37 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.82	Amended and Restated Limited Liability Company Agreement of ICG Knott County, LLC.
3.83	Certificate of Formation of ICG Natural Resources, LLC (incorporated herein by reference to Exhibit 3.41 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.84	Amended and Restated Limited Liability Company Agreement of ICG Natural Resources, LLC.
3.85	Certificate of Formation of ICG Tygart Valley, LLC (incorporated herein by reference to Exhibit 3.43 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
*3.86	Amended and Restated Limited Liability Company Agreement of ICG Tygart Valley, LLC.
3.87	Second Amended and Restated Certificate of Incorporation of International Coal Group, Inc. (incorporated herein by reference to Exhibit 3.3 to the Registration Statement on Form S-1 (Reg. No. 333-124393) filed by International Coal Group, Inc.).
3.88	Second Amended and Restated By-Laws of International Coal Group, Inc. (incorporated herein by reference to Exhibit 3.1 to International Coal Group, Inc.'s Current Report on Form 8-K filed on November 19, 2010).
3.89	Articles of Incorporation of Juliana Mining Company, Inc. (incorporated herein by reference to Exhibit 3.45 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.90	By-laws of Juliana Mining Company, Inc. (incorporated herein by reference to Exhibit 3.46 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.91	Articles of Incorporation of King Knob Coal Co., Inc. (incorporated herein by reference to Exhibit 3.47 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.92	Amended and Restated By-laws of King Knob Coal Co., Inc. (incorporated herein by reference to Exhibit 3.48 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.93	Amended and Restated Certificate of Incorporation of Lone Mountain Processing, Inc. (incorporated herein by reference to Exhibit 3.31 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.94	Bylaws of Lone Mountain Processing, Inc. (incorporated herein by reference to Exhibit 3.32 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.95	Certificate of Incorporation of Marine Coal Sales Company (incorporated herein by reference to Exhibit 3.49 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.96	First Amended and Restated By-laws of Marine Coal Sales Company (incorporated herein by reference to Exhibit 3.50 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).

<u>Exhibit No.</u>	<u>Description</u>
3.97	Articles of Incorporation of Melrose Coal Company, Inc. (incorporated herein by reference to Exhibit 3.51 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.98	By-laws of Melrose Coal Company, Inc. (incorporated herein by reference to Exhibit 3.52 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.99	Amended and Restated Certificate of Incorporation of Mingo Logan Coal Company (incorporated herein by reference to Exhibit 3.33 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.100	Bylaws of Mingo Logan Coal Company (incorporated herein by reference to Exhibit 3.34 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.101	Certificate of Formation of Mountain Coal Company, L.L.C. (incorporated herein by reference to Exhibit 3.7 to the Registration Statement on Form S-4 (Reg. No. 333-107569) filed by Arch Western Finance, LLC).
*3.102	Amended and Restated Limited Liability Company Agreement of Mountain Coal Company, L.L.C.
3.103	Amended and Restated Articles of Incorporation of Mountain Gem Land, Inc. (incorporated herein by reference to Exhibit 3.35 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.104	Bylaws of Mountain Gem Land, Inc. (incorporated herein by reference to Exhibit 3.36 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.105	Amended and Restated Certificate of Incorporation of Mountain Mining, Inc. (incorporated herein by reference to Exhibit 3.37 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.106	Bylaws of Mountain Mining, Inc. (incorporated herein by reference to Exhibit 3.38 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.107	Amended and Restated Certificate of Incorporation of Mountaineer Land Company (incorporated herein by reference to Exhibit 3.39 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.108	Bylaws of Mountaineer Land Company (incorporated herein by reference to Exhibit 3.40 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.109	Certificate of Formation of Otter Creek Coal, LLC (incorporated herein by reference to Exhibit 3.41 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
*3.110	Amended and Restated Limited Liability Company Agreement of Otter Creek Coal, LLC.
3.111	Agreement of Incorporation of Patriot Mining Company, Inc. (incorporated herein by reference to Exhibit 3.55 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.112	Amended and Restated By-laws of Patriot Mining Company, Inc. (incorporated herein by reference to Exhibit 3.56 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.113	Certificate of Formation of Powell Mountain Energy, LLC. (incorporated herein by reference to Exhibit 3.95 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).

<u>Exhibit No.</u>	<u>Description</u>
*3.114	Third Amended and Restated Limited Liability Company Agreement of Powell Mountain Energy, LLC.
3.115	Certificate of Incorporation of Prairie Holdings, Inc. (incorporated herein by reference to Exhibit 3.43 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.116	Bylaws of Prairie Holdings, Inc. (incorporated herein by reference to Exhibit 3.44 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.117	Certificate of Formation of Shelby Run Mining Company, LLC (incorporated herein by reference to Exhibit 3.99 to the Registration Statement on Form S-4 (Reg. No. 333-179842) filed by Arch Coal, Inc.).
*3.118	Amended and Restated Limited Liability Company Agreement of Shelby Run Mining Company, LLC.
3.119	Certificate of Incorporation of Simba Group, Inc. (incorporated herein by reference to Exhibit 3.57 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.120	By-laws of Simba Group, Inc. (incorporated herein by reference to Exhibit 3.58 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.121	Certificate of Formation of Thunder Basin Coal Company, L.L.C. (incorporated herein by reference to Exhibit 3.11 to the Registration Statement on Form S-4 (Reg. No. 333-107569) filed by Arch Western Finance, LLC).
*3.122	Amended and Restated Limited Liability Company Agreement of Thunder Basin Coal Company, L.L.C.
3.123	Certificate of Formation of Triton Coal Company, LLC (incorporated herein by reference to Exhibit 3.17 to the Registration Statement on Form S-4 (Reg. No. 333-122141) filed by Arch Western Finance, LLC).
*3.124	Fifth Amended and Restated Limited Liability Company Agreement of Triton Coal Company, LLC.
3.125	Certificate of Incorporation of Upshur Property, Inc. (incorporated herein by reference to Exhibit 3.59 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.126	By-laws of Upshur Property, Inc. (incorporated herein by reference to Exhibit 3.60 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.127	Articles of Incorporation of Vindex Energy Corporation (incorporated herein by reference to Exhibit 3.63 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.128	Bylaws of Vindex Energy Corporation (incorporated herein by reference to Exhibit 3.64 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.129	Amended and Restated Certificate of Incorporation of Western Energy Resources, Inc. (incorporated herein by reference to Exhibit 3.45 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).
3.130	Bylaws of Western Energy Resources, Inc. (incorporated herein by reference to Exhibit 3.46 to the Registration Statement on Form S-4 (Reg. No. 333-165934) filed by Arch Coal, Inc.).

<u>Exhibit No.</u>	<u>Description</u>
3.131	Articles of Incorporation of White Wolf Energy, Inc. (incorporated herein by reference to Exhibit 3.65 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.132	Bylaws of White Wolf Energy, Inc. (incorporated herein by reference to Exhibit 3.66 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.133	Articles of Incorporation of Wolf Run Mining Company (incorporated herein by reference to Exhibit 3.67 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
3.134	Amended By-laws of Wolf Run Mining Company (incorporated herein by reference to Exhibit 3.68 to the Registration Statement on Form S-4 (Reg. No. 333-137402) filed by International Coal Group, Inc.).
4.1	Indenture, dated as of July 31, 2009, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on July 31, 2009).
4.2	First Supplemental Indenture, dated as of February 8, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.6 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009).
4.3	Second Supplemental Indenture, dated as of March 12, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.5 to the Registration Statement on Form S-4 (File No. 333-165934) filed by Arch Coal, Inc. and certain of its subsidiaries on April 7, 2010).
4.4	Third Supplemental Indenture, dated as of May 7, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.3 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010).
4.5	Fourth Supplemental Indenture, dated as of December 16, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.7 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010).
4.6	Fifth Supplemental Indenture, dated as of June 24, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.8 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.7	Sixth Supplemental Indenture, dated as of October 7, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.9 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.8	Seventh Supplemental Indenture, dated as of July 2, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).

<u>Exhibit No.</u>	<u>Description</u>
4.9	Eighth Supplemental Indenture, dated as of July 31, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.4 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
4.10	Ninth Supplemental Indenture, dated as of July 26, 2013, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
4.11	Indenture, dated as of August 9, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on August 9, 2010).
4.12	First Supplemental Indenture, dated as of August 9, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.2 to Arch Coal, Inc.'s Current Report on Form 8-K filed on August 9, 2010).
4.13	Second Supplemental Indenture, dated as of December 16, 2010, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.10 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010).
4.14	Third Supplemental Indenture, dated as of June 24, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.13 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.15	Fourth Supplemental Indenture, dated as of October 7, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.14 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.16	Fifth Supplemental Indenture, dated as of July 2, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.2 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
4.17	Sixth Supplemental Indenture, dated as of July 31, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.5 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
4.18	Seventh Supplemental Indenture, dated as of July 26, 2013, by and among Arch Coal, Inc., the subsidiary guarantors named therein and U.S. Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.2 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
4.19	Indenture, dated as of June 14, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on June 14, 2011).

<u>Exhibit No.</u>	<u>Description</u>
4.20	First Supplemental Indenture, dated as of July 5, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.16 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.21	Second Supplemental Indenture, dated as of October 7, 2011, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.17 to Arch Coal, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2011).
4.22	Third Supplemental Indenture, dated as of July 2, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.3 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
4.23	Fourth Supplemental Indenture, dated as of July 31, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.6 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012).
4.24	Fifth Supplemental Indenture, dated as of July 26, 2013, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.3 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
4.25	Indenture, dated as of November 21, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Arch Coal, Inc.'s Current Report on Form 8-K filed on November 26, 2012).
4.26	First Supplemental Indenture, dated as of July 26, 2013, by and among Arch Coal, Inc., the subsidiary guarantors named therein and UMB Bank National Association, as trustee (incorporated herein by reference to Exhibit 4.4 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
4.27	Registration Rights Agreement, dated as of November 21, 2012, by and among Arch Coal, Inc., the subsidiary guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the initial purchasers named therein (incorporated herein by reference to Exhibit 4.3 to Arch Coal, Inc.'s Current Report on Form 8-K filed on November 26, 2012).
*5.1	Opinion of K&L Gates, LLP.
*5.2	Opinion of Jackson Kelly PLLC.
*12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
12.2	Statement Regarding Computation of Ratio of Earnings to Fixed Charges (incorporated by reference to Exhibit 12.1 to Arch Coal, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
*23.1	Consent of Ernst & Young LLP.
*23.2	Consent of Weir International, Inc.
23.3	Consent of K&L Gates LLP (included in Exhibit 5.1).
23.4	Consent of Jackson Kelly PLLC (included in Exhibit 5.2).
24.1	Powers of Attorney with respect to Arch Coal, Inc. and the co-registrants (included on signature pages).

<u>Exhibit No.</u>	<u>Description</u>
*25.1	Statement of Eligibility on Form T-1.
*99.1	Form of Letter of Transmittal.

* Filed herewith

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ARCH COAL WEST, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ARCH COAL WEST, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of Arch Coal West, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of December 7, 2010 (the "Prior Agreement").

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act") as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on December 7, 2010 (the "Certificate").

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has Signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.

- (b) An officer may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JUNE 30, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS SUCH AGREEMENT MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

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Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Member shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member.

4.02 Powers of the Member. The Member shall have the exclusive right to manage and control the Company's business and shall be the manager (the "Manager") of the Company within the meaning of the Act. Except as otherwise provided herein, the Member (i) shall have the right to perform all actions necessary or advisable (including, but not limited to, the authority to execute, sign, seal and deliver in the name and on behalf of the Company any and all agreements, certificates, instruments or other documents) to the accomplishment of the purposes and authorized acts of the Company, as specified in Article II hereof; (ii) shall possess and enjoy, and may exercise, all of the rights and powers of the Company; and (iii) to the extent permitted by the Act, may delegate any or all of such rights and powers to other persons.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Managers; Officers

5.01 Officers.

- (a) The Member may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Member may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such

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duties and undertake such responsibilities as the Member shall designate. The President shall see that all orders and resolutions of the Member are carried into effect.

- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Member and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Member and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other

books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Member and/or the President.

- (f) Each officer of the Company shall hold such office at the pleasure of the Member or for such other period as the Member may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Member.

Article VI Liability and Indemnification

6.01 Liability of the Member. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed

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to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Member, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Member. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for

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any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and

the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Member shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Member may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and

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- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Member shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Member determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Member may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Member. The Member shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Member in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Member and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Member.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by an officer without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

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10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

Arch Coal, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Assistant General Counsel and Assistant Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
Arch Coal, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ARCH DEVELOPMENT, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ARCH DEVELOPMENT, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of Arch Development, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of March 2, 2010 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act") as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on March 2, 2010 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.
 - (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.

- (b) An officer may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JUNE 30, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS SUCH AGREEMENT MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

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Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Member shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member.

4.02 Powers of the Member. The Member shall have the exclusive right to manage and control the Company's business and shall be the manager (the "Manager") of the Company within the meaning of the Act. Except as otherwise provided herein, the Member (i) shall have the right to perform all actions necessary or advisable (including, but not limited to, the authority to execute, sign, seal and deliver in the name and on behalf of the Company any and all agreements, certificates, instruments or other documents) to the accomplishment of the purposes and authorized acts of the Company, as specified in Article II hereof; (ii) shall possess and enjoy, and may exercise, all of the rights and powers of the Company; and (iii) to the extent permitted by the Act, may delegate any or all of such rights and powers to other persons.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Managers; Officers

5.01 Officers.

- (a) The Member may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Member may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such

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duties and undertake such responsibilities as the Member shall designate. The President shall see that all orders and resolutions of the Member are carried into effect.

- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Member and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Member and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other

books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Member and/or the President.

- (f) Each officer of the Company shall hold such office at the pleasure of the Member or for such other period as the Member may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Member.

Article VI Liability and Indemnification

6.01 Liability of the Member. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed

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to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Member, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Member. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for

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any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and

the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Member shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Member may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and

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- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Member shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Member determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Member may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Member. The Member shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Member in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Member and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Member.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by an officer without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

7

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

Arch Coal, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Assistant General Counsel and Assistant Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
Arch Coal, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ARCH ENERGY RESOURCES, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ARCH ENERGY RESOURCES, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of Arch Energy Resources, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. Arch Coal, Inc., a Delaware corporation (the "Original Member"), caused Arch Energy Resources, Inc. to be converted from a corporation to the Company pursuant to Section 18-214 of the Delaware Limited Liability Company Act (as amended from time to time, the "Act") on April 17, 2007.
- B. The Original Member is the sole party to that certain Limited Liability Company Agreement of the Company as of April 17, 2007 (the "Prior Agreement").
- C. The Member acquired all of the Original Member's right, title and interest in and to the outstanding membership interests in the Company on April 17, 2007.
- D. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Act as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
 - 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on April 17, 2007 (the "Certificate").
 - 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
-
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
 - 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.
 - 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 **Membership Interest.** The membership interests in the Company shall consist of 100 membership units (the “Units”). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 **Certificates for Units.**

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Manager or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Managers may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL

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APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JUNE 30, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS SUCH AGREEMENT MAY SUBSEQUENTLY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

**Article III
Cash Distributions; Profits and Losses for Tax Purposes**

3.01 **Cash Distributions Prior to Dissolution.** The Board of Managers shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Managers.

3.02 **Allocation of Profits and Losses for Tax Purposes.** The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

**Article IV
Member**

4.01 **Actions of the Member.** Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Managers annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 **Powers of the Member.** The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 **Other Business Ventures.** The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager’s time or business efforts to the affairs of the Company, but shall devote so much of such manager’s time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

**Article V
Board of Managers; Officers**

5.01 **Powers of the Board of Managers.** Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Managers. Any decision or act of the Board of Managers within the scope of its power and authority granted hereunder shall control and shall bind the Company.

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5.02 **Limitation on Powers of the Board of Managers.** Without the approval of the Member, the Board of Managers shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;
- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company’s inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary

petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Managers. In addition to the rights and duties of the Board of Managers set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Managers shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;

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- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Managers. The initial managers of the Company shall be selected by the Member. The Board of Managers may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Managers be less than one.

5.05 Removal, Resignation and Election of a Manager. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Managers.

- (a) Meetings of the Board of Managers shall be held at such time and at such places as they shall determine. No meeting of the Board of Managers shall be held without a quorum being present, which shall consist of a majority of the managers. Managers may participate in a meeting of the Board of Managers by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Managers shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Managers.

5.07 Officers.

- (a) The Board of Managers may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority

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and perform such duties as are provided in this Agreement, or as the Board of Managers may determine.

- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Managers shall designate. The President shall see that all orders and resolutions of the Board of Managers are carried into effect.

- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Managers and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Managers and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Managers and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Managers and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Managers or for such other period as the Board of Managers may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Managers.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Managers. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Managers, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and

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other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Managers, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Managers. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their

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status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

Article VII
Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII
Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Managers shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

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- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Managers may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Managers shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Managers determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Managers may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX
Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Managers. The Board of Managers shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Managers in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Managers.

Article X
Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Managers without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision

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herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

Arch Coal Sales Company, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
Arch Coal Sales Company, Inc.	100

CERTIFICATE OF INCORPORATION

FIRST: The name of the corporation is:

Arch Western Corporation

SECOND: The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of Common Stock of the par value of \$.01 per share.

FIFTH: The name and mailing address of the incorporator is: Miriam Rogers Singer, CityPlace One, Suite 300, St. Louis, MO 63141.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the By-laws of the corporation.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director or officer of the corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and

amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided however, that this provision shall not eliminate or limit the liability of a director to the extent that such elimination or limitation of liability is expressly prohibited by the Delaware General Corporation Law as in effect at the time of the alleged breach of duty by such director.

Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article. The rights conferred by this Article shall not be exclusive of any other right which the corporation may now or hereafter grant, or any person may have or hereafter acquire, under any statute, provision of this Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The rights conferred by this Article shall continue as to any person who has ceased to be a director or officer of the corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

For the purposes of this Article, the term "authorized representative" shall mean a director, officer, employee or agent of the corporation or of any subsidiary of the corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the corporation or by any subsidiary of the corporation, or a person who is or was serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the corporation.

THE UNDERSIGNED, being the incorporator named above, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 7th day of May, 1998.

/s/ Miriam Rogers Singer

 Miriam Rogers Singer, Incorporator

CERTIFICATE OF MERGER

of

ARCH WESTERN ACQUISITION CORPORATION

with and into

ARCH WESTERN CORPORATION

Pursuant to Section 251 of the

General Corporation Law of the State of Delaware

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware ("DGCL"), Arch Western Corporation, a Delaware corporation ("Arch Western"), hereby certifies the following in connection with the merger (the "Merger") of Arch Western Acquisition Corporation, a Delaware corporation ("AWAC"), with and into Arch Western:

1. **Name and State of Incorporation.** The names and states of incorporation of Arch Western Corporation and Arch Western Acquisition Corporation, which are the only constituent corporations in the Merger (the "Constituent Corporations"), are:

Name	State of Incorporation
Arch Western Acquisition Corporation	Delaware
Arch Western Corporation	Delaware

2. **Agreement or Merger.** The Agreement and Plan of Merger, dated as of May 8, 1998, by and between Arch Western and AWAC (the "Agreement of Merger"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, and executed in accordance with the provisions of Sections 103 and 251 of the DGCL and acknowledged by each of the Constituent Corporations.

3. **Name of Surviving Corporation.** The name of the surviving corporation in the Merger is Arch Western Corporation (the "Surviving Corporation"), which will continue its existence upon the effective date of the Merger pursuant to the provisions of the DGCL.

4. **Certificate of Incorporation of Surviving Corporation.** The Certificate of Incorporation of the Surviving Corporation shall be amended as of the Effective Time (as defined in paragraph 7 below) in the following manner:

Article FIRST shall be amended to read:

"FIRST: The name of the corporation is:

Arch Western Acquisition Corporation"

5. **Agreement of Merger on File.** An executed copy of the Agreement of Merger is on file at the principal place of business of the Surviving Corporation, the address of which is CityPlace One, Suite 300, St. Louis, Missouri 63141.

6. **Copy of Agreement of Merger.** A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

7. **Effective Time of Certificate of Merger.** This Certificate or Merger shall become effective as of the date and time of the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of May 8, 1998.

ARCH WESTERN CORPORATION

By: /s/ Jeffrey N. Quinn

Name: Jeffrey N. Quinn

Title: President

BYLAWS
OF
ARCH WESTERN CORPORATION

ADOPTED: MAY 7, 1998

BYLAWS
OF
ARCH WESTERN CORPORATION

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BYLAWS
OF
ARCH WESTERN CORPORATION
ARTICLE I
MEETINGS OF STOCKHOLDERS

Section 1.1. Place of Meetings. Meetings of the stockholders shall be held at such place within or without the State of Delaware as shall be designated by the Board of Directors or the person or persons calling the meeting.

Section 1.2. Annual Meetings. The annual meeting of the stockholders for the election of directors and the transaction of such other business as may properly come before the meeting shall be held after the close of the Corporation's fiscal year on such date and at such time as shall be designated by the Board of Directors.

Section 1.3. Special Meetings. Special meetings may be called at any time by the President or the Board of Directors.

Section 1.4. Notice of Meetings. A written notice stating the place, date, and hour of each meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given by, or at the direction of, the Secretary or the person or persons authorized to call the meeting to each stockholder of record entitled to vote at such meeting, not less than ten (10) days nor more than sixty (60) days before the date of the meeting, unless a greater period of time is required by law in a particular case.

Section 1.5. Record Date. In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed: (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the

Board of Directors is necessary, shall be the day on which the first written consent is expressed. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.6. Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 1.7. Proxies and Voting. Except as may be otherwise provided by law, the Certificate of Incorporation or these Bylaws, (i) each stockholder of record present in person or by proxy shall be entitled, at every stockholders meeting, to one vote for each share of capital stock having voting power standing in the name of such stockholder on the books of the Corporation, and (ii) the affirmative vote of a majority of the shares voting thereon at a duly organized meeting and entitled to vote on the subject matter shall be the act of the stockholders.

Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such person by proxy. Every proxy must be in writing and signed by the stockholder or such stockholders attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable for the period stated therein if the proxy states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

Section 1.8. Action By Consent. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

DIRECTORS

Section 2.1. Powers of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which shall exercise all powers that may be exercised or performed by the Corporation and that are not by statute, the Certificate of Incorporation or these Bylaws directed to be exercised or performed by the stockholders.

Section 2.2. Number, Election and Term of Office. The Board of Directors shall consist initially of three members, and thereafter shall consist of not less than one nor more than five members as fixed from time to time by the Board of Directors. Directors need not be stockholders of the Corporation. The directors shall be elected by the stockholders at the annual meeting or any special meeting called for such purpose. Each director shall hold office until his or her successor shall be duly elected and qualified or until his or her earlier resignation or removal. A director may resign at any time upon written notice to the Corporation.

Section 2.3. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the directors then in office, although less than a quorum, or by a sole remaining director. The occurrence of a vacancy which is not filled by action of the Board of Directors shall constitute a determination by the Board of Directors that the number of directors is reduced so as to eliminate such vacancy, unless the Board of Directors shall specify otherwise. When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 2.4. Meetings of Directors. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors shall from time to time by resolution appoint; and no notice shall be required to be given of any such regular meeting. A special meeting of the Board of Directors may be called by the President or any director by giving two (2) days' notice to each director by letter, telegram, telephone or other oral message. Except as otherwise provided by these Bylaws, a majority of the total number of directors shall constitute a quorum for the

transaction of business, and the vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

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Section 2.5. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 2.6. Telephone Participation in Meetings. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

ARTICLE III

OFFICERS

Section 3.1. Enumeration. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a President, such number of Vice Presidents (if any) as the Board of Directors shall from time to time elect, a Secretary, a Treasurer, and such other officers (if any) as the Board of Directors shall from time to time elect. The Board of Directors may at any time elect one of its members as Chairman of the Board of the Corporation, who shall preside at meetings of the Board of Directors and of the stockholders and shall have such powers and perform such duties as shall from time to time be prescribed by the Board of Directors. Any two or more offices may be held by the same person.

Section 3.2. President. The President shall be the Chief Executive Officer and Chief Operating Officer of the Corporation and shall preside at all meetings of the stockholders and directors and shall perform such other duties as the Board of Directors shall prescribe. Subject to the direction and control of the Board of Directors, the President shall have responsibility for the general management and control of the affairs and business of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of the Chief Executive Officer or which are delegated by the Board of Directors or the stockholders, including the power to enter into commitments, execute and deliver contracts and do and perform all such other acts and things as are necessary and appropriate to accomplish the Corporation's business and operations and to manage the business and affairs of the Corporation. Provided, however, that the President shall not have the power or authority without the express approval of the Board of Directors to (i) borrow money, mortgage, pledge or otherwise encumber assets of the Corporation in excess of \$500,000; (ii) commit the Corporation to the investment in the stock or assets of any entity; (iii) commit the Corporation to sell, transfer or otherwise dispose of all or substantially all of the assets of the Corporation

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except those dispositions of assets in the ordinary course of business; (iv) commit the Corporation to declare a dividend or distribution on, or authorize a redemption, purchase or sale of any stock of the Corporation; (v) vote or grant proxies to vote the shares of any stock owned by the Corporation except for voting the shares of the Corporation's wholly-owned subsidiaries; (vi) enter into commitments, execute and deliver contracts, deeds, leases, and other instruments or sell, transfer or otherwise dispose of assets of the Corporation in the ordinary and usual course of business in excess of a monetary limit which is established from time to time by the Board of Directors. If there shall be no Chairman of the Board, or in his or her absence or inability to act, the President shall preside at meetings of the Board of Directors and of the stockholders. The President shall sign all certificates for shares of the capital stock of the Corporation and may, together with the Secretary, execute on behalf of the Corporation any contract which has been approved by the Board of Directors.

Section 3.3. Vice President. The Vice President or, if there shall be more than one, the Vice Presidents, in the order of their seniority unless otherwise specified by the Board of Directors, shall have all of the powers and perform all of the duties of the President during the absence or inability to act of the President. Each Vice President shall also have such other powers and perform such other duties as shall from time to time be prescribed by the Board of Directors or the President.

Section 3.4. Secretary. The Secretary shall record the proceedings of the meetings of the stockholders and directors in a book to be kept for that purpose, and shall give notice as required by statute or these Bylaws of all such meetings. The Secretary shall have custody of the seal of the Corporation and of all books, records, and papers of the Corporation, except such as shall be in the charge of the Treasurer or of some other person authorized to have custody and possession thereof by resolution of the Board of Directors. The Secretary may, together with the President, execute on behalf of the Corporation any contract which has been approved by the Board of Directors. The Secretary shall also have such other powers and perform such other duties as are incident to the office of the secretary of a corporation or as shall from time to time be prescribed by, or pursuant to authority delegated by, the Board of Directors.

Section 3.5. Treasurer. The Treasurer shall keep full and accurate accounts of the receipts and disbursements of the Corporation in books belonging to the Corporation, shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, and shall also have such other powers and perform such other duties as are incident to the office of the treasurer of a corporation or as shall from time to time be prescribed by, or pursuant to authority delegated by, the Board of Directors.

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Section 3.6. Other Officers and Assistant Officers. The powers and duties of each other officer or assistant officer who may from time to time be chosen by the Board of Directors shall be as specified by, or pursuant to authority delegated by, the Board of Directors at the time of the appointment of such other officer or assistant officer or from time to time thereafter. In addition, each officer designated as an assistant officer shall assist in the performance of the duties of the officer to which he or she is assistant, and shall have the powers and perform the duties of such officer during the absence or inability to act of such officer.

Section 3.7. Term and Compensation. Officers shall be elected by the Board of Directors from time to time, to serve at the pleasure of the Board. Each officer shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation or removal. The compensation of all officers shall be fixed by, or pursuant to authority delegated by, the Board of Directors from time to time.

ARTICLE IV

INDEMNIFICATION

Section 4.1. Directors and Officers. The Corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director or officer (including each former director or officer) of the Corporation who was or is made a party to or witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the Corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

Section 4.2. Payment of Expenses. The Corporation shall pay expenses (including attorneys' fees and disbursements) incurred by a director or officer of the Corporation referred to in Section 4.1 hereof in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 4.1 hereof in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such director or officer in his capacity as a director or officer of the Corporation shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such director or officer to repay all amounts in advance if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation because he has not met the standard or conduct set further in the first sentence of Section 4.5 hereof.

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Section 4.3. Permissive Indemnification and Advancement of Expenses. The Corporation may, as determined by the Board of Directors from time to time, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is a party to or a witness in or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the Corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Subject to Section 4.2 hereof, the Corporation may, as determined by the Board of Directors from time to time, pay expenses incurred by any such person by reason of his participation in an action, suit or proceeding referred to in this Section 4.3 in advance of the final disposition of such action, suit or proceeding.

Section 4.4. Basis of Rights: Other Rights. Each director and officer of the Corporation shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of stockholders or disinterested directors, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4.5 Determination of Indemnification. Any indemnification under this Article shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the authorized representative is proper in the circumstances because such person has acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

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Section 4.6 Definition - Corporation. For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, and constituent corporation (including any constituent of a constituent) absorbed in consolidation or merger which, if its separate existence had

continued, would have had power and authority to indemnify its authorized representatives so that any person who is or was an authorized representative of such constituent corporation shall stand in the same position under this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 4.7 Definition - Authorized Representative. For the purposes of this Article, the term “authorized representative” shall mean a director, officer, employee or agent of the Corporation or of any subsidiary of the Corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Corporation or by any subsidiary of the Corporation, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Corporation.

ARTICLE V

SHARES OF CAPITAL STOCK

Section 5.1. Issuance of Stock. Shares of capital stock of any class now or hereafter authorized, securities convertible into or exchangeable for such stock, or options or other rights to purchase such stock or securities may be issued or granted in accordance with authority granted by resolution of the Board of Directors.

Section 5.2. Stock Certificates. Certificates for shares of the capital stock of the Corporation shall be in the form adopted by the Board of Directors, shall be signed by the President and by the Secretary or Treasurer, and may be sealed with the seal of the Corporation. All such certificates shall be numbered consecutively, and the name of the person owning the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

Section 5.3. Transfer of Stock. Shares of capital stock of the Corporation shall be transferred only on the books of the Corporation, by the holder of record in person or by the holder’s duly authorized representative, upon surrender to the Corporation of the certificate for such shares duly endorsed for transfer, together with such other documents (if any) as may be required to effect such transfer.

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Section 5.4. Lost, Stolen, Destroyed, or Mutilated Certificates. New stock certificates may be issued to replace certificates alleged to have been lost, stolen, destroyed, or mutilated, upon such terms and conditions, including proof of loss or destruction, and the giving of a satisfactory bond of indemnity, as the Board of Directors from time to time may determine.

Section 5.5. Regulations. The Board of Directors shall have power and authority to make all such rules and regulations not inconsistent with these Bylaws as it may deem expedient concerning the issue, transfer, and registration of shares of capital stock of the Corporation.

Section 5.6. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder and owner in fact thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or right, title, or interest in, such share or shares on the part of any other person, whether or not the Corporation shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 5.7. Restriction on Transfer. A restriction on the hypothecation, transfer or registration of transfer of shares of the corporation may be imposed either by these Bylaws or by an agreement among any number of stockholders or such holders and the corporation. No restriction so imposed shall be binding with respect to those securities issued prior to the adoption of the restriction unless the holders of such securities are parties to an agreement or voted in favor of the restriction.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1. Corporate Seal. The Corporation may adopt a seal in such form as the Board of Directors shall from time to time determine.

Section 6.2. Fiscal Year. The fiscal year of the Corporation shall end on the thirty-first day of December of each year, unless otherwise provided by the Board of Directors.

Section 6.3. Authorization. All checks, notes, vouchers, warrants, drafts, acceptances, and other orders for the payment of moneys of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

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Section 6.4. Effect of Bylaws. No provision in these Bylaws shall vest any property right in any stockholder.

ARTICLE VII

AMENDMENTS

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors or the stockholders at any regular or special meeting of the stockholders.

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CERTIFICATE OF FORMATION

OF

ARCH WESTERN ACQUISITION, LLC

This Certificate of Formation of Arch Western Acquisition, LLC (the "Company") is being duly executed and filed by the undersigned authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 De1.C. 18-101, et seq.), as amended.

FIRST. The name of the limited liability company formed hereby is Arch Western Acquisition, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation of Arch Western Acquisition, LLC this 27th day of June, 2012.

**ARCH WESTERN ACQUISITION
CORPORATION**

By: /s/ Jon S. Ploetz
Name: Jon S. Ploetz
Title: Secretary

LIMITED LIABILITY COMPANY AGREEMENT

OF

ARCH WESTERN ACQUISITION, LLC

Dated as of June 27, 2012

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Limited Liability Company Agreement

of

ARCH WESTERN ACQUISITION, LLC

This Limited Liability Company Agreement (this "Agreement") of Arch Western Acquisition, LLC (the "Company") is made and entered into as of this 27th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

A. The Member has caused Arch Western Acquisition, LLC (the "Company") to be formed on June 27, 2012, as a limited liability company under the Delaware Limited Liability Company Act (the "Act") and, does hereby adopt this Agreement as the limited liability company agreement of the Company.

B. By executing this Agreement, the Member hereby (i) ratifies the formation of the Company and the filing of the Certificate of Formation (the "Certificate") with the Secretary of State of Delaware, (ii) confirms and agrees to the Member's status as a member of the Company and (iii) continues the existence of the Company for the purposes hereinafter set forth, subject to the terms and conditions hereof.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, and (c) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. Pursuant to the Act, the Member has caused the company to be formed as a Delaware limited liability company effective upon the filing of the Certificate with the Secretary of State of Delaware.

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in this books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Manager or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Managers may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JUNE 27, 2012, AMONG THE

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BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Managers shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Managers.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Managers annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Managers; Officers

5.01 Powers of the Board of Managers. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Managers. Any decision or act of the Board of Managers within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Managers. Without the approval of the Member, the Board of Managers shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;

- (d) issue a membership interest to any person and admit any person as an additional Member;

- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Managers. In addition to the rights and duties of the Board of Managers set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Managers shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Managers. The initial managers of the Company shall be selected by the Member. The Board of Managers may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Managers be less than one.

5.05 Removal, Resignation and Election of a Manager. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Managers.

- (a) Meetings of the Board of Managers shall be held at such time and at such places as they shall determine. No meeting of the Board of Managers shall be held without a quorum being present, which shall consist of a majority of the managers. Managers may participate in a meeting of the Board of Managers by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Managers shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Managers.

5.07 Officers.

- (a) The Board of Managers may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Managers may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Managers shall designate. The President shall see that all orders and resolutions of the Board of Managers are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Managers and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Managers and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Managers and/or the President.

- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Managers and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Managers or for such other period as the Board of Managers may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Managers.

Article VI
Liability and Indemnification

6.01 Liability of the Member and the Managers. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Managers, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Managers, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Managers. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII
Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the

pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Managers shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Managers may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Managers shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Managers determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Managers may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Managers. The Board of Managers shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Managers in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Managers.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Managers without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

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person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 **Severability.** In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 **Binding Agreement.** The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 **Headings.** The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 **Counterparts.** This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 **Governing Law.** This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

Arch Western Acquisition Corporation

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
Arch Western Acquisition Corporation	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ARCH WESTERN BITUMINOUS GROUP, LLC

Dated as of July 31, 2012

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**Amended and Restated Limited Liability Company Agreement
of
ARCH WESTERN BITUMINOUS GROUP, LLC**

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ARCH WESTERN BITUMINOUS GROUP, LLC (the "Company") is made and entered into as of this 31th day of July, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of July 29, 2004, as subsequently amended (the "Prior Agreement").

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement and any other limited liability company agreement or form of bylaws outstanding for the Company, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company (the "Certificate").

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JULY 31,

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2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.704 1(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;

- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.

- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe

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such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

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person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ARCH WESTERN RESOURCES, LLC

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ARCH WESTERN RESOURCES, LLC	100

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ARCH WESTERN FINANCE, LLC

Dated as of July 31, 2012

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Second Amended and Restated Limited Liability Company Agreement

of

ARCH WESTERN FINANCE, LLC

This Second Amended and Restated Limited Liability Company Agreement (this “Agreement”) of ARCH WESTERN FINANCE, LLC (the “Company”) is made and entered into as of this 31st day of July, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

A. The Member is the sole party to that certain Amended and Restated Limited Liability Company Agreement of the Company as of May 19, 2004 (the “Prior Agreement”).

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”) as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement and any other limited liability company agreement or form of bylaws outstanding for the Company, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company (the “Certificate”).

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF

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JULY 31, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

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person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ARCH OF WYOMING, LLC

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ARCH OF WYOMING, LLC	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ARCH OF WYOMING, LLC

Dated as of July 31, 2012

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Amended and Restated Limited Liability Company Agreement

of

ARCH OF WYOMING, LLC

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of ARCH OF WYOMING, LLC (the “Company”) is made and entered into as of this 31st day of July, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of April 15, 1998, as subsequently amended (the “Prior Agreement”).

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”) as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement and any other limited liability company agreement or form of bylaws outstanding for the Company, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company (the “Certificate”).

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF

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JULY 31, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

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person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ARCH WESTERN RESOURCES, LLC

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ARCH WESTERN RESOURCES, LLC	100

CERTIFICATE OF FORMATION OF
CANYON FUEL COMPANY, LLC

The undersigned, for the purpose of forming a limited liability company pursuant to Section 16-201 of the Limited Liability Company Act of the State of Delaware (“LLCA”) and in accordance with Section 18-206 of the LLCA, does hereby certify the following:

1. The name of the limited liability company (hereinafter called the “Company”) is Canyon Fuel Company, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Canyon Fuel Company, LLC this 10th day of December, 1996.

/s/ Robert S. Mathews
Robert S. Mathews
Authorized Person

CANYON FUEL COMPANY, LLC
 FOURTH AMENDED AND RESTATED
 LIMITED LIABILITY COMPANY AGREEMENT

DATED: August 1, 2004

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CANYON FUEL COMWANY, LLC
 FOURTH AMENDED AND RESTATED
 LIMJTED LIABILITY COMPANY AGREEMENT

THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into as of the 1st day of August, 2004, by and between Arch Western Bituminous Group, LLC, a Delaware limited liability company ("AWBG"), and Arch Coal, Inc., a Delaware corporation ("Arch Coal"), with reference to Canyon Fuel Company, LLC (the "Company"), a limited liability company organized under the Delaware Limited Liability Company Act, as amended, from time to time in effect (the "Act").

ARTICLE I

DEFINITIONS

Capitalized words and phrases used and not defined elsewhere in this Agreement shall have the following meanings:

Section 1.1. Affiliate. "Affiliate" means, with respect to a Person, (a) any corporation or organization of which such Person is, directly or indirectly, together with any Affiliate thereof, the beneficial owner of fifty percent (50%) or more of the voting equity securities thereof, (b) any trust or other estate in which such Person or any Affiliate thereof has a beneficial interest or as to which such Person or any Affiliate thereof serves as trustee or in a similar capacity having control, (c) any Person which is the beneficial owner of fifty percent (50%) or more of the voting equity securities of such Person, (d) any beneficiary of such Person or (e) any principal of such Person which serves as agent thereof hereunder.

Section 1.2. Capital Account. "Capital Account" means the account of each Member maintained by the Company which shall be increased by the cash capital contributions and fair market value of any other capital contributions of the Members to the Company and decreased by all amounts distributed to the Members by the Company and the fair market value of property distributed to such Members by the Company. During the period, if any, that the Company is taxed as a partnership under Subchapter K of the IRC, the Capital Account shall also be increased by the amount of income or gain allocated to the Members by the Company and decreased by the amount of loss or deduction allocated to the Members by the Company and allocations to such Member of expenditures of the Company described in Section 705(a)(2)(B) of the IRC, and shall be maintained in accordance with Treasury Regulation § 1.704-1 (b)(2)(iv), and any successor provision thereto.

Section 1.3. Estimated Tax Amount. "Estimated Tax Amount" shall mean, with respect to a Member, an amount of cash which, in the good faith judgment of the Managing Member, equals (i) the amount of taxable income allocable to such Member in respect of such fiscal year, multiplied by (ii) the combined maximum federal, state and local income tax rate which may be applied with respect to such taxable income (including in the computation of such

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income tax rate, taxes based on income whether or not denominated as an "income tax" and taking into account the deductibility of state income taxes for federal income tax purposes).

Section 1.4. Indemnitee. "Indemnitee" means any Member, officer or employee of the Company.

Section 1.5. IRC. "IRC" means the Internal Revenue Code of 1986, as amended, 26 U.S.C.A., et seq., or any succeeding federal internal revenue law as from time to time in effect. Any reference to any section of the IRC shall include the provisions of any successor revenue law as from time to time in effect.

Section 1.6. Liquidator. "Liquidator" means that person, or any successor thereto, who shall be designated to liquidate the Company pursuant to Section 10.3.

Section 1.7. Majority-in-Interest. "Majority-in-Interest" means the Members owning more than fifty percent (50%) of the Percentage Interests.

Section 1.8. Managing Member. "Managing Member" means AWBG (or any successor thereto) or any subsequent Member with a Percentage Interest greater than 50%.

Section 1.9. Member. "Member" means a member hereto, and any permitted additional and successor members hereunder.

Section 1.10. Percentage Interest. "Percentage Interest" means the respective percentage interests of the Members in the Company, determined in accordance with Section 4.2 of this Agreement.

Section 1.11. Person. "Person" means any person, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint stock company, trust, business trust, unincorporated association or other entity.

Section 1.12. Service. "Service" means the Internal Revenue Service.

Section 1.13. Tax Matters Member. “Tax Matters Member” means that Person designated as the Tax Matters Member pursuant to Section 5.6.

Section 1.14. Transfer. “Transfer” means the sale, assignment, transfer, disposition, mortgage, charge or encumbrance, or contract to do or permit any of the foregoing, whether voluntarily or by operation of law.

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ARTICLE II

FORMATION, NAME, OFFICES AND PURPOSES

Section 2.1. Formation. The Company was organized by executing and delivering a Certificate of Formation to the Delaware Secretary of State in accordance with and pursuant to the Act.

Section 2.2. Name. The name of the Company is “Canyon Fuel Company, LLC”. The Company shall execute any assumed or fictitious name certificate or certificates required by law to be filed in connection with changes in the name of the Company or the conduct of the business of the Company and shall cause such certificate or certificates to be filed in the appropriate records.

Section 2.3. Offices. The principal office of the Company shall be One CityPlace Drive, Suite 300, St. Louis, Missouri 63141. The Company’s registered office shall be at [], and the name of its initial registered agent at such address shall be []. The Company may have such substituted and additional offices at such other locations as the Members shall designate. The Company’s registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name and the acceptance of the new registered agent with the Secretary of State of the State of Delaware pursuant to the Act.

Section 2.4. Purpose. The purpose of the Company shall be and the Company shall have the power and authority to carry on any lawful business, purpose or activity, except as prohibited by the Act. In carrying out these purposes, the Company may enter into, make and perform all contracts and other undertakings and engage in all activities and transactions as may be necessary and proper to carry out any of the foregoing business.

Section 2.5. Scope of Members’ Authority. No Member shall have authority to bind or act for, or assume any obligations or responsibilities on behalf of, any other Member or the Company.

ARTICLE III

CAPITAL CONTRIBUTIONS

Section 3.1. Capital. The capital of the Company shall consist of all the right, title and interest of each Member in and to the assets set forth in the books and records of the Company.

Section 3.2. Additional Capital Contributions. At such time and from time to time as all of the Members determine that additional capital is necessary or appropriate for the operations or other requirements of the Company, all of the Members may so determine and within thirty (30) days after receipt of notice of such determination, each Member shall contribute such Member’s Percentage Interest of such total capital requirement.

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Section 3.3. Confirmation of Capital Contributions. The Members shall execute and deliver to the Company any assignments and other instruments of transfer as maybe deemed necessary to confirm and carry out the contributions to capital of the Company.

Section 3.4. Use of Capital Contributions. All contributions to capital of the Company shall be available to the Company to carry out the purposes of the Company.

Section 3.5. Other Source of Funds. The Company may, at the Managing Member’ discretion, from time to time borrow and re-borrow funds under terms and conditions determined by the Managing Member, including without limitation, borrowing funds from Members and Affiliates thereof.

ARTICLE IV

PARTICIPATION IN COMPANY PROPERTY

Section 4.1. Ownership by Member of Company. Each Member shall have and own an undivided interest in the Company equal to its respective Percentage Interest in the Company in accordance with the terms hereof; provided, however, that no Member shall have any right of partition with respect to any property or assets of the Company.

Section 4.2. Percentage Interests. The Percentage Interest of a Member at any time shall be a percentage equal to one hundred (100) multiplied by a fraction, the numerator of which shall be the Value of the capital contributions of such Member and the denominator of which shall be the Value of the capital contributions of all Members. As of the date hereof, the Percentage Interest of each Member is as reflected in Schedule A.

Section 4.3. Return of Capital. No Member shall have the right to demand or receive a distribution of any capital prior to the dissolution of the Company, and no Member shall have the right to demand and receive property other than cash in return for any contribution to the capital of the Company.

ARTICLE V

MANAGEMENT

Section 5.1. Authority of Managing Member.

(a) General Authority. Except for situations in which the approval of all Members is required under Section 5.2(c) or by applicable law, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managing Member; and (ii) the Managing Member may make all decisions and take all actions for the Company not otherwise provided in this Agreement, including, without limitation, the following:

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- (A) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;
- (B) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;
- (C) maintaining the assets of the Company in good order;
- (D) collecting sums due the Company;
- (E) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company;
- (F) acquiring, utilizing for Company purposes, and selling, assigning, transferring, exchanging, mortgaging, pledging, granting of security interests, or otherwise disposing or encumbering (including, without limitation, by operation of law) any asset of the Company;
- (G) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;
- (H) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;
- (I) obtaining insurance for the Company; and
- (J) determining distributions of Company cash and other property as provided in Article VI.

(b) Approval or Ratification of Acts or Contracts by Managing Member. The officers of the Company in their discretion may submit any act or contract for approval or ratification by the Managing Member.

Section 5.2 Actions by Members.

(a) Meetings/Voting/Written Consent. Meetings of the Members may be held at such places, and at such times, as the Members may from time to time determine. Notice by letter, telegram or teletype of a regular meeting of the Members shall be given by the Secretary not less than two (2) business days before the regular meeting. Any action required to be approved by the Members shall be approved by all Members then in office. Special meetings of the Members may be held at any time or place called by the Majority-in-Interest. Notice by letter, telegram or teletype of a special meeting of the members shall be given by the Person or

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Persons calling the meeting not less than two (2) business days before the special meeting. Whenever any written notice is required to be given under the provisions of this Agreement or applicable law, a waiver thereof in writing, signed by the Person or Persons entitled to the notice, whether before or after the time stated therein, shall be deemed to be equivalent to the giving of the notice. The Members, or any committee designated by the Members, may participate in any meeting of the Members or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Any action required or permitted to be taken at any meeting of the Members, or of any committee thereof, may be taken without a meeting if such action is approved by the unanimous written consent of the Members (which consent may be executed in counterparts). No Member shall be prohibited from voting on a matter solely because the matter relates to such Member or an Affiliate of such Member.

(b) Committees. The Members may establish such committees, advisory councils and delegate duties to such Persons as the Members shall from time to time determine and such Persons shall serve in such capacities at the discretion of the Members.

(c) Certain Approvals by Members. Any action or transaction proposed to be effected by or on behalf of the Company that would require a vote of stockholders under the Delaware General Corporation Law if the Company were a Delaware corporation shall require the unanimous consent of all Members then in office; provided, however, that such approval shall not be deemed to imply that any Member shall be entitled to, and no Member shall be entitled to, any form of appraisal rights of any kind under any circumstances.

Section 5.3. Delegation; Officers.

(a) The Managing Member shall have the power to delegate authority to such officers, employees, agents and representatives of the Company as it may from time to time deem to be appropriate. Any delegation of authority to take any action must be approved in the same manner as would be required for the Managing Member to approve such action directly.

(b) Subject to the rights and authority of the Managing Member, the day-to-day operations of the Company shall be run by the officers of the Company who will be elected by the Managing Member. The officers shall consist of a President, Vice President, Secretary and Treasurer. Each officer or assistant officer shall serve at the pleasure of the Managing Member. Any two or more offices may be held by the same person.

(i) President. The President shall be the chief executive officer of the Company and shall have general and active charge and control over the business and affairs of the Company, subject to the rights and powers of the Managing Member.

(ii) Vice President. The Vice President or, if there shall be more than one, the Vice Presidents, in the order of their seniority unless otherwise specified by the Managing Member, shall have all of the powers and perform all of the duties of the President during the President's absence or inability to act. Each Vice President shall also have such other

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powers and perform such other duties as shall be prescribed from time to time by the Managing Member or the President.

(iii) Secretary. The Secretary shall keep a record of the minutes of the proceedings of meetings of the Managing Member, and shall give notice of all such meetings as required by the Act. The Secretary shall have custody of the seal of the Company and of all books, records, and papers of the Company, except such as shall be in charge of the Treasurer or some other Person authorized to have custody and possession thereof by resolution of the Managing Member. The Secretary shall also have such other powers and perform such other duties as are incident to the office of the secretary of a limited liability company or as shall be prescribed from time to time by, or pursuant to authority delegated by, the Managing Member.

(iv) Treasurer. The Treasurer shall keep full and accurate accounts of the receipts and disbursements of the Company in books belonging to the Company, shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in such depositories as may be designated by the Managing Member, and shall also have such other powers and perform such other duties as are incident to the office of the treasurer of a limited liability company or as shall be prescribed from time to time by, or pursuant to authority delegated by, the Managing Member.

Section 5.4. Bank Accounts. The Managing Member may delegate to any agent the authorization to sign checks on behalf of the Company.

Section 5.5. Tax Matters Member. The Tax Matters Member shall be AWBG. The Tax Matters Member shall have the responsibility of a tax matters partner specified under the IRC. The Tax Matters Member shall immediately notify all Members of any action taken by the Service relating to an audit or review of the Company's federal income tax filings and shall keep all Members informed of the status of any such proceedings. Each Member shall have the right to participate in such proceedings at such Member's own expense. The Tax Matters Member shall not enter into any agreement with the Service which purports to bond any Member without first obtaining the consent of such Member.

Section 5.6. Tax Elections. The Tax Matters Member shall have the authority to make all elections for the Company provided for in the IRC, including, but not limited to, the elections provided for in Section 754 of the IRC.

Section 5.7. Rights and Obligations of Members. Except as expressly set forth in Section 3.2 of this Agreement or mandated by the Act, no Member shall have any financial liability to the Company. A Member will not be personally liable for any debts or losses of the Company beyond the Member's respective Capital Contribution and any obligation under Section 3.2 to make Capital Contributions or as otherwise required by law. No Member shall have priority over any other Member either for the return of Capital Contribution or for profits, losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

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Section 5.8. Indemnity of the Members, Officers, Employees, and Other Agents.

(a) The Company shall indemnify, to the fullest extent now or hereafter permitted by law, each Member (including each former Member) of the Company who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an authorized representative of the Company, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by such person in connection with such action or proceeding.

(b) The Company shall pay all expenses (including attorneys' fees and disbursements) incurred by a Member (including a former Member) referred to in Section 5.8(a) hereof in defending or appearing as a witness in any action or proceeding described in Section 5.8(a) hereof in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay all amounts advanced 'if it is ultimately determined that he or she is not entitled to be indemnified by the Company as provided in Section 5.8(d) hereof.

(c) The Company may, as determined by all of the Managing Member then in office from time to time, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is made a party to or a witness in or is threatened to be made a party to or a witness in, or was or is otherwise involved in, any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an authorized representative of the Company, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by such person in connection with such action or proceeding. The Company may, as determined by all of the Managing Member then in office from time to time, pay expenses incurred by any such person by reason of his or her participation in an action or proceeding referred to in this Section 5.8(c) in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as provided in Section 5.8(d).

(d) Indemnification under this Section shall not be made by the Company in any case where a court determines that the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by the Act or any successor statute as in effect at the time of such alleged action or failure to take action.

(e) The Company may purchase and maintain insurance on behalf of any person who is or was a Member, or is or was an authorized representative of the Company, against any liability asserted against or incurred by such person in any such capacity, or arising

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out of the status of such person as such; whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Section.

(f) Each Member of the Company shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Section. The rights of indemnification and advancement of expenses provided by this Section shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Company and shall inure to the benefit of the heirs and personal representatives of such person. Indemnification and advancement of expenses under this Article shall be provided whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Company. Any repeal or modification of this Article shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Section.

(g) For purposes of this Section, references to "the Company" shall include all constituent corporations or other entities absorbed in a consolidation, merger or division, as well as the surviving or new corporations or other entities surviving or resulting therefrom, so that (i) any person who is or was an authorized representative of a constituent, surviving or new corporation or other entity shall stand in the same position under the provisions of this Section with respect to the surviving or new corporation or other entity as such person would if he or she had served the surviving or new corporation or other entity in the same capacity and (ii) any person who is or was an authorized representative of the Company shall stand in the same position under the provisions of this Section with respect to the surviving or new corporation or other entity as such person would with respect to the Company if its separate existence had continued.

(h) For the purposes of this Section, the term "authorized representative" shall mean a Member, officer, employee or agent of the Company or of any subsidiary of the Company, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Company or by any subsidiary of the Company, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Company.

(i) To the maximum extent permitted by law, the Company shall indemnify the Members and officers against any and all losses, damages, costs and expenses incurred by them in connection with their performance of services for the Company and make advances for expenses. The Company shall indemnify its employees and other agents to the fullest extent permitted by law, provided that the indemnification in any given situation is approved by the Managing Member.

(j) No Member shall have any obligation to indemnify any other Member, officer, employee, agent or other authorized representative of the Company under any circumstances.

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Section 5.9. Conflicts of Interest. Subject to the other express provisions of this Agreement, each Member and officer of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, with no obligation to offer to the Company or any other Member or officer the right to participate therein. The Company may transact business with any Member, officer or Affiliate thereof, provided the terms or those transactions are no less favorable than those the Company could obtain from unrelated third parties.

ARTICLE VI

DISTRIBUTIONS OF CASH AND ALLOCATION OF PROFIT AND LOSS

Section 6.1. Distributions.

(a) Except as otherwise provided below and in Section 6.1(b) or as restricted by the Act, the Managing Member may distribute to the Members available cash flow of the Company, if any, or portion thereof, and any other cash or other assets generated from the Company's activities, at any time and from time to time, as determined by the Managing Member. The Managing Member shall distribute to the extent of available cash (unless otherwise restricted by the Act) not later than thirty days following the close of each fiscal quarter the Estimated Tax Amount for the fiscal year to date (such Estimated Tax Amount to be determined on a cumulative basis and considering all previous distributions made during such fiscal year). Distributions pursuant to this Section 6.1(a) shall be made to the Members in accordance with the Members' respective Percentage Interests.

(b) Upon the sale or other disposition of all or substantially all of the Company's property resulting in a dissolution of the Company and a liquidation of its assets pursuant to Section 10.2, the Members or other Liquidator of the Company, as provided herein, shall distribute the proceeds of the liquidation in the following order of priority:

- (i) to the payment of any debts and liabilities of the Company which are payable at that time;
- (ii) to the setting up of any reserves which the Members or Liquidator deems reasonably necessary to provide for the contingent liabilities of the Company;
- (iii) to the Members who then have positive balances in their Capital Accounts (after allocation of tax items arising from the sale or other disposition of Company assets), pro rata, in the same ratio as the positive balances in each such Member's Capital Account bears to the aggregate of all such positive balances, to the extent of the positive balances in the Capital Accounts of all the Members at the time of distribution; and

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- (iv) to the Members in accordance with the Members' respective Percentage Interests.

Section 6.2. Members' Shares of Tax profits and Losses. To the extent that the Company is taxed as a partnership under Subchapter K of the IRC, items of income, gain, loss, deduction and credit of the Company, for income tax purposes, shall be allocated among the Members in accordance with the Members' respective Percentage Interests.

ARTICLE VII

LIABILITY

The Indemnitees shall not be liable to the Company or to any Member for any actions taken in good faith and reasonably believed to be in the best interests of the Company. Unless otherwise required by law, and without waiving any rights under or otherwise limiting the effect of the Act, under no circumstances shall a Member shall be individually liable, directly or indirectly, whether by way of indemnification, contribution or otherwise, for debts and obligations of, or chargeable to, the Company, that arise from any acts or omissions committed by another Member or any employee, agent or otherwise of the Company.

ARTICLE VIII

ACCOUNTING

Section 8.1. Books and Records.

(a) The Managing Member, or its designee, shall keep books of account in which will be entered fully and accurately every transaction of the Company. The books of account shall be kept by such method as the Managing Member shall determine.

(b) Such books of account, together with all correspondence, papers and other documents, shall be kept at such offices of the Company as the Managing Member shall designate and shall be open to the examination of any Member or its authorized representatives who will be permitted to make copies of all or any part thereof at such Member's cost.

(c) If the Federal income tax return of any Member is audited, investigated, reviewed, or questioned by the Service, the Tax Matters Member shall provide all books, records and other necessary financial information regarding the Company which is in its possession to such Member.

Section 8.2. Fiscal Year. The initial fiscal year of the Company shall begin upon the commencement of the existence of the Company and shall expire on December 31 thereafter; and each succeeding fiscal year of the Company shall commence on January 1 and shall expire on December 31 thereafter until the termination of the Company. The fiscal year shall be the taxable year of the Company for income tax purposes.

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Section 8.3. Reports.

(a) The Managing Member shall have prepared at Company expense, documents containing: (i) Internal Revenue Service Form K-1 or similar form as may be required by the Service stating the Member's allocation of income, gain, loss or credit for the fiscal year annually ("Tax Statements") (if and so long as the Company is taxed under Subchapter K of the IRC); (ii) a statement of net cash flow on an annual basis ("Cash Flow Statements"); and (iii) financial statements (balance sheet, statement of profits or losses, Members' equity, and changes in financial position) on an annual basis ("Financial Statements"). Tax Statements shall be distributed within ninety (90) days after the close of each calendar year. Cash Flow Statements and Financial Statements shall be distributed within one hundred twenty (120) days after the close of each calendar quarter.

(b) The Managing Member, at Company expense, shall cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with such entities under then-current applicable laws, rules and regulations. Such reports shall be prepared on the accounting or reporting basis required by such regulatory bodies. Any Member shall be provided with a copy of any such report upon request and without expense to such Member. The Managing Member shall cause all income tax information returns for the Company to be prepared and timely filed with the appropriate authorities.

(c) The Tax Matters Member shall give notice to all Members of any audit or review of the Company by the Service and shall make such additional reports to all the Members as are reasonably necessary to keep them informed of the status of any such review or audit and any negotiations, proposed settlements or litigation related thereto and shall inform the Members of the manner in which they may opt out of any proposed settlements.

ARTICLE IX

SALE, TRANSFER, WITHDRAWAL AND ADMISSION

Section 9.1. General. The Members, acknowledging the limited purpose of the Company as set forth in Section 2.4, agree that no Member shall make a Transfer of his or its interest in the Company or any portion thereof, except to another Member, except as provided in Section 9.2.

Section 9.2. Transfer to Third Parties. Notwithstanding Section 9.1 above, any Member may Transfer all (but not less than all) of his interests in the Company to any Person provided that he first obtains the prior written approval of all of the Members (which approval may be withheld in their sole and absolute discretion). In the event all of the Members approve the Transfer, then such transferee shall automatically be bound by the terms of this Agreement and shall be required as a condition precedent to the consummation of such transfer to join in and execute and deliver a copy of this Agreement to the Managing Member as a party to this Agreement. No transfer of an interest shall relieve the transferring Member of any duty,

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responsibility or obligation hereunder. In the event of a Transfer pursuant to this Section 9.2, any transferee shall become only an assignee of a Member with rights only to distributions and no voting rights, and shall not have the rights of a substituted Member unless, all of the Members agree otherwise (which agreement may be made in their sole discretion).

ARTICLE X

TERM AND DISSOLUTION

Section 10.1. Term. The term of the Company will commence upon the date the Certificate of Formation was filed with the Delaware Secretary of State and shall continue and have perpetual existence until such time as it is dissolved, reconstituted or liquidated in accordance with the procedures of this Article X.

Section 10.2. Dissolution. The Company will be dissolved upon the occurrence of any of the following:

- (a) Agreement of all Members;
- (b) A decree by a court of competent jurisdiction adjudicating the Company to be bankrupt, and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom;
- (c) An order of a court of competent jurisdiction ordering the dissolution of the Company; or
- (d) The sale, abandonment or other disposition by the Company of all or substantially all of its assets and the collection of all the proceeds therefrom.

Section 10.3. Distribution on Liquidation.

(a) Upon the dissolution of the Company by the occurrence of any event described in Section 10.2, the Liquidator will be designated within sixty (60) days of such event by the Members, and the Liquidator will proceed to liquidate the assets of the Company, wind up its affairs, and apply and distribute the proceeds as provided for in Section 6.1.

(b) All liquidating distributions shall be made, and all liabilities of the Company shall be discharged, no later than the latest of (i) the end of such taxable year of the Company, (ii) ninety days after the date of such liquidation, and (iii) such longer period of time as may be permissible hereafter under IRC Section 704(b) and the regulations promulgated thereunder. Subject to the foregoing sentence, the Liquidator shall ensure that the liquidation of the assets of the Company and the discharge of its liabilities proceeds in an orderly manner, so as to minimize any possible losses attendant upon the dissolution of the Company. The provisions of Article VI relating to the allocation of cash proceeds and income, gains, losses, deductions and credits will be applicable during the period of liquidation.

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(c) Upon the completion of the liquidation of the Company, the Liquidator will provide each Member with a report showing the information required under Section 8.3 for the period from the date of the last annual report prepared under Section 8.3 to the date of the final distribution of the proceeds of liquidation of the Company.

ARTICLE XII

GENERAL PROVISIONS

Section 11.1. Binding Effect and Benefit. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their permitted successors and assigns.

Section 11.2. Certificates, etc. At the expense of the Company, the Managing Member shall promptly cause to be prepared and executed all legally required fictitious name or other applications, registrations, publications, certificates and affidavits for filing with the proper governmental authorities, and shall arrange for the proper advertisement, publication and filing thereof for record where required by applicable law in Delaware or any other jurisdiction in which such is required.

Section 11.3. Members' Relationships Inter Se. Except as expressly provided herein, nothing herein contained will be construed to constitute any Member the agent of any other Member or in any manner to limit the Members in the carrying on of their own respective business or activities.

Section 11.4. Notices, Statements, etc. All notices, statements or other documents which are required or contemplated by this Agreement shall be in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or telecopy to the address most recently provided to the Members or such other address or telecopy number as may be designated in writing by any party to the other parties hereto. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of telecopy confirmation, if sent by telecopy, one business day after delivery to an overnight courier service or five days after mailing if sent by mail.

Section 11.5. Integration/Amendments. This Agreement represents the entire understanding of the parties and supersedes and cancels any and all prior negotiations, undertakings and agreements among the parties with respect to the subject matter hereof. This Agreement, and every provision thereof, may be amended at any time and from time to time with the prior consent of all of the Members.

Section 11.6. Interpretation. Whenever in this Agreement reference is made to "this Agreement" or to any provision "hereof", or words to similar effect, such reference shall be construed to refer to this Agreement. As used in this Agreement, any gender will include any other gender and the plural will include the singular and the singular will include the plural, each wherever appropriate. The titles of the articles and sections herein have been inserted for convenience of reference only and will not control or affect the meaning or construction of any

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term or provision hereof. As used in this Agreement, unless the context otherwise requires, (i) references to "Article," "Schedule" or "Section" are to an article, schedule or section, as the case may be, of this Agreement, and (ii) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

Section 11.7. Governing Law. This Agreement shall be interpreted and construed in accordance with the law of the State of Delaware, without regard to the conflict of laws provisions thereof.

Section 11.8. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

Section 11.9. Counterparts. The parties hereto may execute this Agreement in any number of counterparts, each of which, when executed and delivered by the parties hereto, will have the force and effect of an original; but all such counterparts will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ARCH WESTERN BITUMINOUS GROUP, LLC

By: /s/ E. E. DiClaudio

Name: Eugene E. DiClaudio

Title: President

ARCH COAL, INC.

By: /s/ Robert G. Jones

Name: Robert G. Jones

Title: Vice President — Law, General Counsel & Secretary

Schedule A

Schedule of Members' Percentage Interests

<u>Member</u>	<u>Percentage Interest</u>
Arch Western Bituminous Group, LLC	65%
Arch Coal, Inc.	35%
Total	100%

**FIRST AMENDMENT
TO THE FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CANYON FUEL COMPANY, LLC**

THIS FIRST AMENDMENT (this "Amendment") to the Fourth Amended and Restated Limited Liability Company Agreement of CANYON FUEL COMPANY, LLC, a Delaware limited liability company (the "Company") dated as of July 31, 2012 is executed, agreed to and adopted by the undersigned members of the Company (the "Members"):

WHEREAS, each of the Members is party to that certain Fourth Amended and Restated Limited Liability Company Agreement of the Company, dated as of August 1, 2004 (the "LLC Agreement") ;

WHEREAS, each of the Members desires to amend the LLC Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, each of the Members does hereby agree as follows:

1. Certain Definitions. Terms used in this Amendment and not otherwise defined shall have the meanings set forth in the LLC Agreement. All references to the "Agreement" in the LLC Agreement shall be deemed to refer to the LLC Agreement as amended by this Amendment.

2. General Provisions. Article IX of the LLC Agreement is hereby amended to insert the following new Section 9.3:

"9.3 Pledge to Interest. Each Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of such Member's interest in the Company to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this instrument is executed by the undersigned of the date first written above.

MEMBER:

ARCH WESTERN BITUMINOUS GROUP, LLC

By: /s/ Jon S. Ploetz
Name: Jon S. Ploetz
Title: Secretary

ARCH COAL, INC.

By: /s/ Jon S. Ploetz
Name: Jon S. Ploetz
Title: Assistant Secretary

THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

COALQUEST DEVELOPMENT LLC

Dated as of June 30, 2012

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Third Amended and Restated Limited Liability Company Agreement

of

COALQUEST DEVELOPMENT LLC

This Third Amended and Restated Limited Liability Company Agreement (this "Agreement") of COALQUEST DEVELOPMENT LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Second Amended and Restated Limited Liability Company Agreement of the Company as of April 13, 2006 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on December 4, 2003 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has Signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM

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COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement

shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, LLC

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
ICG, LLC	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ICG, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the "Prior Agreement").

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

Article I Formation and Offices

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 23, 2004 (the "Certificate").

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

Article II Capitalization of the Company

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

(a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such

person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.

- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM

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COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;
 - (c) amend the Certificate of Formation;

- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform

such other duties as may be prescribed by the Board of Directors and/or the President.

- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the “Collateral Agent”), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company’s debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company’s books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member’s federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company’s name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG ADDCAR SYSTEMS, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG ADDCAR SYSTEMS, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ICG ADDCAR SYSTEMS, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 10, 2004 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM

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COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
 - (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI

Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII

Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ICG, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG BECKLEY, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG BECKLEY, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ICG BECKLEY, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of December 19, 2005 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on December 19, 2005 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JUNE 30, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS SUCH AGREEMENT MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

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Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;
- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they

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become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;

- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the

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purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and

- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform

such other duties as may be prescribed by the Board of Directors and/or the President.

- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG EAST KENTUCKY, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG EAST KENTUCKY, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ICG EAST KENTUCKY, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 10, 2004 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has Signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM

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COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
 - (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG EASTERN, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG EASTERN, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ICG EASTERN, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 13, 2004 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM

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COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any

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action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII
Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII
Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX
Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X
Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any

person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
ICG, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG EASTERN LAND, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG EASTERN LAND, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ICG EASTERN LAND, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 29, 2004 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 29, 2004 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER IS EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION INCLUDING THE

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STATE OF DELAWARE AND ANY JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such

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Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII
Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII
Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX
Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X
Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG HAZARD, LLC

Dated as of June 30, 2012

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of

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Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

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- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 10, 2004 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
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- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
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THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

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COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

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4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause

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to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII
Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII
Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX
Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X
Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any

person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ICG, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG HAZARD LAND, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG HAZARD LAND, LLC

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of ICG HAZARD LAND, LLC (the “Company”) is made and entered into as of this 30th day of June, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 29, 2004 (the “Prior Agreement”).
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 29, 2004 (the “Certificate”).
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.
- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT

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WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER IS EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION INCLUDING THE STATE OF DELAWARE AND ANY JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such

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manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;
- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy

law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

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- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment

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whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.

- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

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Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.
- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of

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insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

Article VII
Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall

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thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII
Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

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Article IX
Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X
Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG Hazard, LLC

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
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ICG Hazard, LLC	100
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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG ILLINOIS, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG ILLINOIS, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of ICG ILLINOIS, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the "Prior Agreement").
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 10, 2004 (the "Certificate").
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL

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CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The

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termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII

Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ICG, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG KNOTT COUNTY, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG KNOTT COUNTY, LLC

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of ICG KNOTT COUNTY, LLC (the “Company”) is made and entered into as of this 30th day of June, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the “Prior Agreement”).
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

Article I

Formation and Offices

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 10, 2004 (the “Certificate”).
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

Article II

Capitalization of the Company

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL

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CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III

Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV

Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V

Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;
- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI

Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The

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termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII

Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII

Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX

Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X

Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time

by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

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this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
ICG, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG NATURAL RESOURCES, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG NATURAL RESOURCES, LLC

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of ICG NATURAL RESOURCES, LLC (the “Company”) is made and entered into as of this 30th day of June, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 23, 2004 (the “Prior Agreement”).
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

Article I

Formation and Offices

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 10, 2004 (the “Certificate”).
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL

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CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The

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termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII

Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ICG, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

ICG TYGART VALLEY, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

ICG TYGART VALLEY, LLC

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of ICG TYGART VALLEY, LLC (the “Company”) is made and entered into as of this 30th day of June, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of June 7, 2005 (the “Prior Agreement”).
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on June 7, 2005 (the “Certificate”).
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL

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CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The

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termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ICG, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ICG, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

MOUNTAIN COAL COMPANY, L.L.C.

Dated as of July 31, 2012

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Amended and Restated Limited Liability Company Agreement

of

MOUNTAIN COAL COMPANY, L.L.C.

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of MOUNTAIN COAL COMPANY, L.L.C. (the “Company”) is made and entered into as of this 31st day of July, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of March 6, 1998, as subsequently amended (the “Prior Agreement”).

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement and any other limited liability company agreement or form of bylaws outstanding for the Company, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company (the “Certificate”).

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JULY

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31, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no

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reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

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this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ARCH WESTERN BITUMINOUS GROUP, LLC

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ARCH WESTERN BITUMINOUS GROUP, LLC	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

OTTER CREEK COAL, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

OTTER CREEK COAL, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of OTTER CREEK COAL, LLC (the "Company") is made and entered into as of this 30th day of June, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of April 30, 2010 (the "Prior Agreement").

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on April 30, 2010 (the "Certificate").

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.

- (b) An officer may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JUNE 30, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

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Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Member shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member.

4.02 Powers of the Member. The Member shall have the exclusive right to manage and control the Company's business and shall be the manager (the "Manager") of the Company within the meaning of the Act. Except as otherwise provided herein, the Member (i) shall have the right to perform all actions necessary or advisable (including, but not limited to, the authority to execute, sign, seal and deliver in the name and on behalf of the company any and all agreements, certificates, instruments or other documents) to the accomplishment of the purposes and authorized acts of the Company, as specified in Article II hereof; (ii) shall possess and enjoy, and may exercise, all of the rights and powers of the Company; and (iii) to the extent permitted by the Act, may delegate any or all of such rights and powers to other persons.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Officers

5.01 Officers.

- (a) The Member may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Member may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and

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undertake such responsibilities as the Member shall designate. The President shall see that all orders and resolutions of the Member are carried into effect.

- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Member and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Member and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other

books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Member and/or the President.

- (f) Each officer of the Company shall hold such office at the pleasure of the Member or for such other period as the Member may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Member.

Article VI Liability and Indemnification

6.01 Liability of the Member. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with

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respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Member, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Member. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he

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or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the

pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Member shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Member may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and

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- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Member shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Member determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Member may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Member. The Member shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Member in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Member and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Member.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by an officer without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

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10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

Arch Coal, Inc.

By: /s/ Jon S. Ploetz

Jon S. Ploetz, Assistant General Counsel and
Assistant Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
Arch Coal, Inc.	100

THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

POWELL MOUNTAIN ENERGY, LLC

Dated as of June 30, 2012

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Third Amended and Restated Limited Liability Company Agreement

of

POWELL MOUNTAIN ENERGY, LLC

This Third Amended and Restated Limited Liability Company Agreement (this “Agreement”) of POWELL MOUNTAIN ENERGY, LLC (the “Company”) is made and entered into as of this 30th day of June, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

- A. The Member is the sole party to that certain Second Amended and Restated Limited Liability Company Agreement of the Company as of June 29, 2011 (the “Prior Agreement”).
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, and (ii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “Act”), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware the Certificate of Formation of the Company (the “Certificate”).
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.
- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.
- 2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE DELAWARE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE AND CANNOT BE SOLD OR TRANSFERRED UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR THE DELAWARE SECURITIES ACT IS THEN IN EFFECT WITH RESPECT TO THE SECURITIES REPRESENTED HEREBY; OR (II) SUCH SALE OR TRANSFER HAS BEEN EXEMPT FROM REGISTRATION.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO THE LIMITED LIABILITY COMPANY AGREEMENT OF COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY, AND SUCH SECURITIES ARE SUBJECT TO THE LIMITATIONS THEREIN.

THIS CERTIFICATE EVIDENCES A MEMBERSHIP INTEREST IN THE COMPANY AND SHALL BE A "SECURITY" GOVERNED AND FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL

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CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION IN WHICH THIS CERTIFICATE IS HELD BY A PLEDGEE HEREOF.

Article III Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or

taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.
- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

**Article VI
Liability and Indemnification**

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no

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reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII

Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

Lone Mountain Processing, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
Lone Mountain Processing, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

SHELBY RUN MINING COMPANY, LLC

Dated as of June 30, 2012

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Amended and Restated Limited Liability Company Agreement

of

SHELBY RUN MINING COMPANY, LLC

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of SHELBY RUN MINING COMPANY, LLC (the “Company”) is made and entered into as of this 30th day of June, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of September 29, 2011, as subsequently amended (the “Prior Agreement”).

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Act, as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company on September 29, 2011 (the “Certificate”).

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Manager or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Managers may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JUNE 30, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS SUCH AGREEMENT MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

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Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Managers shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Managers.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Managers annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Managers; Officers

5.01 Powers of the Board of Managers. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Managers. Any decision or act of the Board of Managers within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Managers. Without the approval of the Member, the Board of Managers shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;
- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief

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entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;

- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Managers. In addition to the rights and duties of the Board of Managers set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Managers shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on

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or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and

- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Managers. The initial managers of the Company shall be selected by the Member. The Board of Managers may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Managers be less than one.

5.05 Removal, Resignation and Election of a Manager. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Managers.

- (a) Meetings of the Board of Managers shall be held at such time and at such places as they shall determine. No meeting of the Board of Managers shall be held without a quorum being present, which shall consist of a majority of the managers. Managers may participate in a meeting of the Board of Managers by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Managers shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Managers.

5.07 Officers.

- (a) The Board of Managers may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Managers may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Managers shall designate. The President shall see that all orders and resolutions of the Board of Managers are carried into effect.
- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Managers and/or the President.

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- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Managers and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform

such other duties as may be prescribed by the Board of Managers and/or the President.

- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Managers and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Managers or for such other period as the Board of Managers may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Managers.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Managers. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any Manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Managers, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself,

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create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Managers, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Managers. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Managers shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Managers may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Managers shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Managers determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Managers may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Managers. The Board of Managers shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Managers in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Managers.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Managers without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

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this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

Arch Coal, Inc.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Assistant General Counsel and Assistant Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
Arch Coal,, Inc.	100

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

THUNDER BASIN COAL COMPANY, L.L.C.

Dated as of July 31, 2012

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Amended and Restated Limited Liability Company Agreement

of

THUNDER BASIN COAL COMPANY, L.L.C.

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of THUNDER BASIN COAL COMPANY, L.L.C. (the “Company”) is made and entered into as of this 31st day of July, 2012 (the “Effective Date”) by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a “Member”).

Recitals

- A. The Member is the sole party to that certain Limited Liability Company Agreement of the Company as of July 10, 1997, as subsequently amended (the “Prior Agreement”).
- B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq., as amended from time to time (the “Act”), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

- 1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement and any other limited liability company agreement or form of bylaws outstanding for the Company, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.
- 1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company (the “Certificate”).
- 1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.
- 1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

- 1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.
- 1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

- 2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.
- 2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.
- 2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the “Units”). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JULY

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31, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no

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reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in

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this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

ARCH WESTERN RESOURCES, LLC

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

Member	Number of Membership Units
ARCH WESTERN RESOURCES, LLC	100

FIFTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

TRITON COAL COMPANY, LLC

Dated as of July 31, 2012

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Fifth Amended and Restated Limited Liability Company Agreement

of

TRITON COAL COMPANY, LLC

This Fifth Amended and Restated Limited Liability Company Agreement (this "Agreement") of TRITON COAL COMPANY, LLC (the "Company") is made and entered into as of this 31st day of July, 2012 (the "Effective Date") by the person executing this Agreement as a member on the signature page hereof (such person and any substitute or additional member, a "Member").

Recitals

A. The Member is the sole party to that certain Fourth Amended and Restated Limited Liability Company Agreement of the Company as of August 23, 2004 (the "Prior Agreement").

B. The Member desires to (i) amend and replace the Prior Agreement in its entirety by this Agreement, (ii) reflect its membership interest in the Company in the form of membership units, as more fully set forth in this Agreement, and (iii) operate the Company as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq., as amended from time to time (the "Act"), as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agree as follows:

**Article I
Formation and Offices**

1.01 Limited Liability Company Agreement. The Member agrees that this Agreement (a) constitutes the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act, (b) will be effective as of the Effective Date, (c) as of the Effective Date will amend and replace, in its entirety, the Prior Agreement and any other limited liability company agreement or form of bylaws outstanding for the Company, and (d) will govern the rights, duties and obligations of the Member, except as otherwise expressly required by the Act.

1.02 Formation. The Member adopts, approves and ratifies the execution and filing in the office of the Secretary of State of the State of Delaware of the Company (the "Certificate").

1.03 Principal Office. The principal office of the Company shall be located at CityPlace One, One CityPlace Drive, Suite 300, St. Louis, Missouri, or at such other place as the Member may determine from time to time.

1.04 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent of the Company in the State of Delaware shall be as stated in the Certificate, as determined from time to time by the Member.

1.05 Purpose. The Company may engage in any lawful act or activity for which a limited liability company may be formed under the Act and in any and all activities necessary, incidental or convenient to the foregoing.

1.06 Date of Dissolution. The duration of the Company shall be perpetual.

**Article II
Capitalization of the Company**

2.01 Capital Contribution. The name, address and capital contributions of the Member shall be reflected in the books and records of the Company.

2.02 Additional Capital Contributions. The Member shall not be required to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company at such times and in such amounts as it deems appropriate.

2.03 Membership Interest. The membership interests in the Company shall consist of 100 membership units (the "Units"). As of the Effective Date, the outstanding right, title and interest in and to the equity of the Company shall be automatically converted into the Units, and the sole outstanding equity interest in the Company shall be the Units. Schedule A to this Agreement, as may be amended from time to time, shall set forth the name of the Member and the number of Units held by such Member.

2.04 Certificates for Units.

- (a) The Units of the Company will be certificated. Each Unit shall be signed by, or in the name of the Company by, any Director or the President or any Vice President, Secretary or Assistant Secretary of the Company, certifying the number of Units owned by such person. In case any officer who has signed a certificate shall have ceased to be an officer of the Company before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer at the date of issue.
- (b) The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.
- (c) The following legend (in addition to any other legends required by applicable law or otherwise) shall be included on each certificate representing Units:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER ALL APPLICABLE SECURITIES LAWS IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS IS APPLICABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN FIFTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF

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JULY 31, 2012, AMONG THE BENEFICIAL OWNER HEREOF AND SUCH OTHER PARTIES THAT MAY BE SIGNATORIES TO SUCH AGREEMENT, AS MAY BE AMENDED OR RESTATED, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Article III
Cash Distributions; Profits and Losses for Tax Purposes

3.01 Cash Distributions Prior to Dissolution. The Board of Directors shall have the right to determine the amount, if any, that should be distributed to the Member each year; provided, however, that no distribution shall be permitted to the extent prohibited by the Act. No distribution shall be determined a return or withdrawal of a capital contribution unless so designated by the Member or Board of Directors.

3.02 Allocation of Profits and Losses for Tax Purposes. The Company shall maintain a separate capital account for the Member in accordance with the rules applicable to partnerships in Treasury Regulation 1.7041(b)(2)(iv) or any successor Treasury Regulations which by their terms would be applicable to the Company. All profits and losses of the Company shall be allocated to the Member.

Article IV
Member

4.01 Actions of the Member. Any action required or permitted to be taken by the Member may be taken without a meeting if a consent in writing setting forth the action so taken is signed by or on behalf of the Member. The Member shall elect the members of the Board of Directors annually or with such other frequency as the Member may determine appropriate from time to time.

4.02 Powers of the Member. The Member, acting solely in its capacity as a Member, shall have no authority to act as an agent of the Company or have any authority to act for or to bind the Company.

4.03 Other Business Ventures. The Member and any manager may engage in or possess an interest in any other business venture of any nature or description, independently or with others, whether or not similar to or in competition with the business of the Company. No manager shall be required to devote all such manager's time or business efforts to the affairs of the Company, but shall devote so much of such manager's time and attention to the Company as is reasonably necessary and advisable to manage the affairs of the Company to the best advantage of the Company.

Article V
Board of Directors; Officers

5.01 Powers of the Board of Directors. Except as otherwise provided hereunder, the business and affairs of the Company shall be managed by the Board of Directors (such directors having all of the rights and powers which are possessed by a manager, and shall each be deemed to be a manager, under the Act pursuant to Section 18-402 of the Act). Any decision or act of the Board of Directors within the scope of its power and authority granted hereunder shall control and shall bind the Company.

5.02 Limitation on Powers of the Board of Directors. Without the approval of the Member, the Board of Directors shall not have the authority to:

- (a) terminate, dissolve or wind-up the Company;

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- (b) (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Company or of all or a substantial part of the assets of the Company, (ii) admit in writing the Company's inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against the Company under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding;

- (c) amend the Certificate of Formation;
- (d) issue a membership interest to any person and admit any person as an additional Member;
- (e) approve a merger or consolidation of the Company with or into another person or the acquisition by the Company of another business (either by asset, stock or interest purchase) or any equity of another entity;
- (f) authorize any transaction, agreement or action on behalf of the Company that is unrelated to its purpose as set forth in this Agreement, that otherwise contravenes this Agreement or that is not within the usual course of the business of the Company; or
- (g) redeem any membership interest or recapitalize the Company.

5.03 Duties of the Board of Directors. In addition to the rights and duties of the Board of Directors set forth elsewhere in this Agreement and subject to the other provisions of this Agreement, the Board of Directors shall be responsible for and are hereby authorized to:

- (a) control the day to day operations of the Company;
- (b) hire or appoint employees, agents, independent contractors or officers of the Company;
- (c) carry out and effect all directions of the Member;
- (d) select and engage the Company's accountants, attorneys, engineers and other professional advisors;
- (e) apply for and obtain appropriate insurance coverage for the Company;
- (f) temporarily invest funds of the Company in short term investments where there is appropriate safety of principal;
- (g) acquire in the name of the Company by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

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- (h) engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with! or incidental to the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act and are in the ordinary course of the Company's business; and
- (i) negotiate, execute and perform all agreements, contracts, leases, loan documents and other instruments and exercise all rights and remedies of the Company in connection with the foregoing.

5.04 Number, Appointment, Tenure and Election of the Directors. The initial managers of the Company shall be selected by the Member. The Board of Directors may, from time to time, increase or decrease the number of managers, but in no instance shall the number of Directors be less than one.

5.05 Removal, Resignation and Election of a Director. Any manager may be removed from such position at any time, with or without cause, by the Member. A manager may resign from such position at any time upon prior notice to the Member. Any vacancy created in a manager position by the removal or resignation of a manager or otherwise shall be filled by a new manager selected by the Member.

5.06 Meetings of the Board of Directors.

- (a) Meetings of the Board of Directors shall be held at such time and at such places as they shall determine. No meeting of the Board of Directors shall be held without a quorum being present, which shall consist of a majority of the managers. Directors may participate in a meeting of the Board of Directors by means of conference telephone or other similar communication equipment whereby all managers participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Action of the Board of Directors shall require the favorable vote of a majority of all managers.
- (b) Any action required or permitted by this Agreement to be taken at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

5.07 Officers.

- (a) The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors may determine.
- (b) The President shall have general and active management power and authority with respect to the day to day affairs of the Company and shall perform such duties and undertake such responsibilities as the Board of Directors shall designate. The President shall see that all orders and resolutions of the Board of Directors are carried into effect.

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- (c) A Vice President shall perform such duties and have such responsibilities as may be prescribed by the Board of Directors and/or the President.

- (d) The Secretary shall keep or cause to be kept a record of the affairs of the Company, including all orders and resolutions of the Member and the Board of Directors and record minutes of all such items in a book to be kept for that purpose. The Secretary shall also perform such other duties as may be prescribed by the Board of Directors and/or the President.
- (e) The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Company, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and shall keep or cause to be kept all other books of account and accounting records of the Company. The Treasurer shall have the general duties, powers and responsibility of a treasurer of a corporation. The Treasurer shall also perform such other duties and shall have such other responsibility and authority as may be prescribed by the Board of Directors and/or the President.
- (f) Each officer of the Company shall hold such office at the pleasure of the Board of Directors or for such other period as the Board of Directors may specify at the time of election or appointment, or until such officer's death, resignation or removal by the Board of Directors.

Article VI
Liability and Indemnification

6.01 Liability of the Member and the Directors. The Member shall only be liable to make the payment of the Member's initial capital contribution. Neither the Member nor any manager shall be liable for any obligations of the Company. Except as otherwise specifically provided in the Act, the Member shall not be obligated to pay any distribution to or for the account of the Company or any creditor of the Company.

6.02 Indemnification.

- (a) The Member, the managers, any officers of the Company appointed by the Board of Directors, and their affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a "Claim"), in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases, the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The

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termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Article VI shall be made only out of the assets of the Company, and neither the Member nor any manager shall have any personal liability on account thereof.

- (b) In the event that an amendment to this Agreement reduces or eliminates any Indemnitee's right to indemnification pursuant to this Article VI, such amendment shall not be effective with respect to any Indemnitee's right to indemnification that accrued prior to the date of such amendment. For purposes of this Section 6.02(b), a right to indemnification shall accrue as of the date of the event underlying the Claim that gives rise to such right to indemnification.
- (c) All calculations of Claims and the amount of indemnification to which any Indemnitee is entitled under this Article VI shall be made (i) giving effect to the tax consequences of any such Claim and (ii) after deduction of all proceeds of insurance net of retroactive premiums and self-insurance retention recoverable by the Indemnitee with respect to such Claims.

6.03 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.02 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Board of Directors, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Article VI.

6.04 Non-Exclusivity. The indemnification and advancement of expenses set forth in this Article VI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Act, the Certificate, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Board of Directors. The indemnification and advancement of expenses set forth in this Article VI shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person.

6.05 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Article VI.

6.06 Duties. An authorized officer or manager shall discharge his or her duties hereunder in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interest of the Company, and shall not be liable for any such action so taken or any failure to take such action, if he or she performs such duties in compliance herewith.

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Article VII
Transferability; Assignment

7.01 Transferability; Assignment. The Member shall have the right to sell, pledge, hypothecate or otherwise transfer all or any part of such Member's membership interest in the Company at any time.

7.02 Pledge of Units. The Member hereby consents, both on behalf of itself and the Company, to the pledge by the Member of the Units to PNC Bank, National Association, as Collateral Agent (the "Collateral Agent"), and agrees that any such pledge may be foreclosed and sold at a foreclosure sale, or the pledged interest transferred to the Collateral Agent or its designee in lieu of foreclosure, and/or the rights of the Collateral Agent under such pledge exercised, and the Collateral Agent or its designee shall thereupon be entitled to all rights as a Member without the need for any consents, approvals or other action by the Company or the Member, and without the necessity of the Collateral Agent becoming a substitute member.

Article VIII Dissolution and Termination

8.01 Events Causing Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of the Member to dissolve;
- (b) The sale or other disposition of substantially all of the assets of the Company and the receipt and distribution of all the proceeds therefrom; or
- (c) Except as otherwise agreed upon in this Agreement, any other event causing a dissolution of the Company under the provisions of the Act.

8.02 Notices to Secretary of State. As soon as possible following the occurrence of the events specified in Section 8.01, the Company shall file a Certificate of Cancellation with the Secretary of State of Delaware which cancels the Certificate.

8.03 Cash Distributions Upon Dissolution. Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Section 8.01, the Board of Directors shall proceed to wind up the affairs of and liquidate the Company and the liquidation proceeds, if any, shall be applied and distributed in the following order of priority:

- (a) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (including any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;
- (b) Second, to the establishment of any reserve which the Board of Directors may deem reasonably necessary for any contingent, conditional or unasserted claims or obligations of the Company; and
- (c) Finally, the remaining balance of the liquidation proceeds, if any, to the Member.

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8.04 In-Kind Distributions. Notwithstanding the foregoing, in the event the Board of Directors shall determine that an immediate sale of part or all of the property of the Company would cause undue loss to the Member, or the Board of Directors determines that it would be in the best interest of the Member to distribute property of the Company to the Member in-kind, then the Board of Directors may either defer liquidation of, and withhold from distribution for a reasonable time, any property of the Company except that necessary to satisfy the Company's debts and obligations, or distribute such property to the Member in-kind.

Article IX Accounting and Bank Accounts

9.01 Fiscal Year and Accounting Method. The fiscal year of the Company shall be as designated by the Board of Directors. The Board of Directors shall also determine the accounting method to be used by the Company.

9.02 Books and Records. Proper and complete records and books of account shall be kept by the Board of Directors in which shall be entered all transactions and other matters relative to the Company business. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Member shall have the right at any time and without notice to inspect the books and records of the Company.

9.03 Tax Returns and Elections. The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

9.04 Bank Accounts. All funds of the Company shall be deposited in a separate bank, money market or similar account approved by the Board of Directors and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Board of Directors.

Article X Miscellaneous

10.01 Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by an amendment approved by the Member. In addition to any amendments otherwise authorized herein, amendments may be made to this Agreement from time to time by the Board of Directors without the consent of the Member (i) to cure any ambiguity or to correct or supplement any provision herein which may be inconsistent with any other provision herein or (ii) to delete or add any provisions of this Agreement required to be so deleted or added by federal, state or local law, the Internal Revenue Service or any other federal or state agency or any other similar entity or official.

10.02 No Third Party Rights. None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company. The parties to this Agreement expressly retain any and all rights to amend this Agreement as herein provided, notwithstanding any interest in this Agreement or in any party to this Agreement held by any other person. Notwithstanding anything to the contrary in this Section 10.02, this section shall not apply to the Collateral Agent.

10.03 Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

10.04 Binding Agreement. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10.05 Headings. The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

10.06 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

10.07 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or agreements with respect to the subject matter hereof.

10.08 Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Delaware.

[The remainder of this page has been left blank intentionally.]

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

THUNDER BASIN COAL COMPANY, L.L.C.

By: /s/ Jon S. Ploetz
Jon S. Ploetz, Secretary

SCHEDULE A

<u>Member</u>	<u>Number of Membership Units</u>
THUNDER BASIN COAL COMPANY, L.L.C.	100



K&L Gates LLP
 K&L Gates Center
 210 Sixth Avenue
 Pittsburgh, PA 15222-2613

T 412.355.6500 www.klgates.com

August 15, 2013

Arch Coal, Inc.
 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 (i) Arch Coal, Inc., a Delaware corporation (the "Company"), and (ii) the wholly-owned direct or indirect subsidiaries of the Company listed on Schedule I hereto (collectively, the "Guarantors") in connection with the Registration Statement on Form S-4 (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"), on the date hereof, relating to the registration of (i) up to \$375,000,000 aggregate principal amount of the Company's 9.875% Senior Notes due 2019 (the "Exchange Notes") to be offered in exchange for a like principal amount of the Company's issued and outstanding unregistered 9.875% Senior Notes due 2019 (the "Original Notes") and (ii) the related 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 terms of the Indenture, dated as of November 21, 2012 (the "Indenture"), by and among the Company, the Guarantors and UMB Bank National Association, as trustee (the "Trustee").

In connection with rendering the opinions set forth below, we have examined (i) the Registration Statement, including the prospectus forming a part thereof (the "Prospectus") and the exhibits filed therewith; (ii) the Indenture; (iii) the Original Notes; (iv) the Company's Restated Certificate of Incorporation, as amended; (v) the Company's Bylaws, as amended; (vi) the respective certificates of incorporation, certificates of formation or similar organic documents, as the case may be, of the Guarantors; (vii) the respective bylaws, limited liability company agreements or similar organic documents, as the case may be, of the Guarantors; (viii) resolutions adopted by the Board of Directors of the Company; and (ix) resolutions adopted by the respective boards of directors or managers or the members, as the case may be, of the Guarantors. We also have examined and relied upon certificates of public officials. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter, we further have made the assumptions that (i) each document submitted to us is accurate and complete; (ii) each such document that is an original is authentic; (iii) each such document that is a copy conforms to an authentic original; and (iv) all signatures on each such document are genuine. We also have assumed for purposes of this opinion letter the legal capacity of natural persons and that each party to the documents we have examined or relied on 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 it. We have not verified any of the foregoing assumptions. Furthermore, we have relied upon, insofar as the opinions expressed herein relate to or are dependent upon matters governed by the law of the Commonwealth of Kentucky, the Commonwealth of Virginia or the State of West Virginia, the opinion letter of Jackson Kelly PLLC that is dated the date hereof and filed as Exhibit 5.2 to the Registration Statement.

The opinions expressed in this opinion letter are limited to (i) the laws of the State of New York, (ii) the General Corporation Law of the State of Delaware and (iii) the Limited Liability Company Act of the State of Delaware. 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 county, municipality or other political subdivision or local governmental agency or authority.

Based on and subject to the foregoing and to the additional qualifications and other matters set forth below, it is our opinion that the Exchange Notes and the Guarantees, when (i) the Original Notes have been exchanged in the manner described in the Registration Statement; (ii) the Exchange Notes and the Guarantees have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture, and (iii) 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 (subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors or secured parties generally, and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or equity).

The foregoing opinions are rendered as of the date hereof, and we have not undertaken to supplement this opinion with respect to factual matters or changes in law which may hereafter occur.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm's name under the caption "Legal Matters" in the Prospectus. In giving our consent, we do not thereby admit that we are experts with respect to any part of the Registration Statement, the Prospectus or any Prospectus Supplement within the meaning of the term "expert", as used in Section 11 of the Securities Act or the rules and regulations promulgated thereunder, nor do we admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Yours truly,

/s/ K&L Gates LLP

SCHEDULE I

Subsidiary	Jurisdiction of Formation
Allegheny Land Company	Delaware
Arch Coal Sales Company, Inc.	Delaware
Arch Coal Terminal, Inc.	Delaware
Arch Coal West, LLC;	Delaware
Arch Development, LLC	Delaware
Arch Energy Resources, LLC	Delaware
Arch Flint Ridge, LLC	Delaware
Arch Reclamation Services, Inc.	Delaware
Arch Western Acquisition Corporation	Delaware
Arch Western Acquisition, LLC	Delaware
Arch Western Bituminous Group, LLC	Delaware
Arch Western Finance, LLC	Delaware
Arch Western Resources, LLC	Delaware
Arch of Wyoming, LLC	Delaware
Ark Land Company	Delaware
Ark Land KH, Inc.	Delaware
Ark Land LT, Inc.	Delaware
Ark Land WR, Inc.	Delaware
Ashland Terminal, Inc.	Delaware
Bronco Mining Company, Inc.	West Virginia
Canyon Fuel Company, LLC	Delaware
Catenary Coal Holdings, Inc.	Delaware
Coal-Mac, Inc.	Kentucky
CoalQuest Development LLC	Delaware
Cumberland River Coal Company	Delaware
Hawthorne Coal Company, Inc.	West Virginia
Hunter Ridge, Inc.	Delaware
Hunter Ridge Coal Company	Delaware
Hunter Ridge Holdings, Inc.	Delaware
ICG, Inc.	Delaware
ICG, LLC	Delaware
ICG ADDCAR Systems, LLC	Delaware
ICG Beckley, LLC	Delaware
ICG East Kentucky, LLC	Delaware
ICG Eastern, LLC	Delaware
ICG Eastern Land, LLC	Delaware
ICG Hazard, LLC	Delaware
ICG Hazard Land, LLC	Delaware
ICG Illinois, LLC	Delaware
ICG Knott County, LLC	Delaware
ICG Natural Resources, LLC	Delaware
ICG Tygart Valley, LLC	Delaware
International Coal Group, Inc.	Delaware
Juliana Mining Company, Inc.	West Virginia
King Knob Coal Co., Inc.	West Virginia

Subsidiary	Jurisdiction of Formation
Lone Mountain Processing, Inc.	Delaware
Marine Coal Sales Company	Delaware
Melrose Coal Company, Inc.	West Virginia
Mingo Logan Coal Company	Delaware
Mountain Coal Company, L.L.C.	Delaware
Mountain Gem Land, Inc.	West Virginia
Mountain Mining, Inc.	Delaware
Mountaineer Land Company	Delaware
Otter Creek Coal, LLC	Delaware
Patriot Mining Company, Inc.	West Virginia
Powell Mountain Energy, LLC	Delaware
Prairie Holdings, Inc.	Delaware
Shelby Run Mining Company, LLC	Delaware
Simba Group, Inc.	Delaware
Thunder Basin Coal Company, L.L.C.	Delaware
Triton Coal Company, LLC	Delaware
Upshur Property, Inc.	Delaware
Vindex Energy Corporation	West Virginia
Western Energy Resources, Inc.	Delaware
White Wolf Energy, Inc.	Virginia
Wolf Run Mining Company	West Virginia

August 15, 2013

Arch Coal, Inc.
One CityPlace Drive
Suite 300
St. Louis, Missouri 63141

Ladies and Gentlemen:

We have acted as special Kentucky counsel to Coal-Mac, Inc., a Kentucky corporation (“Coal-Mac”); as special Virginia counsel to White Wolf Energy, Inc., a Virginia corporation (“White Wolf”); and as special West Virginia counsel to the following entities: Bronco Mining Company, Inc., a West Virginia corporation (“Bronco”), Hawthorne Coal Company, Inc., a West Virginia corporation (“Hawthorne”), Juliana Mining Company, Inc., a West Virginia corporation (“Juliana”), King Knob Coal Co., Inc., a West Virginia corporation (“King Knob”), Melrose Coal Company, Inc., a West Virginia corporation (“Melrose”), Mountain Gem Land, Inc., a West Virginia corporation (“Mountain Gem”), Patriot Mining Company, Inc., a West Virginia corporation (“Patriot”), Vindex Energy Corporation, a West Virginia corporation (“Vindex”) and Wolf Run Mining Company, a West Virginia corporation (“Wolf Run” and together with Bronco, Coal-Mac, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex and White Wolf, the “Designated Guarantors”) in connection with the Registration Statement on Form S-4 (the “Registration Statement”) filed by Arch Coal, Inc., a Delaware corporation (the “Company”), and the guarantors named therein (the “Guarantors”), including the Designated Guarantors, with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to the registration by the Company of (i) up to \$375,000,000 aggregate principal amount of the Company’s 9.875% Senior Notes due 2019 (the “Exchange Notes”) to be offered in exchange for a like principal amount of the Company’s issued and outstanding unregistered 9.875% Senior Notes due 2019 (the “Original Notes”) and (ii) the related guarantees of the Exchange Notes by the Guarantors (the “Guarantees”).

In connection with rendering the opinions set forth below, we have examined the (i) Registration Statement, including the prospectus forming a part thereof (the “Prospectus”) and the exhibits filed therewith; (ii) the respective Certificates of Incorporation of the Designated Guarantors; (iii) the respective bylaws of the Designated Guarantors; (iv) resolutions adopted by the respective boards of directors of the Designated Guarantors; (v) the respective secretary’s

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certificates of the Designated Guarantors; and (vi) certificates of existence for each of Coal-Mac, Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex and Wolf Run, and a certificate of good standing of White Wolf. We have made such other investigation as we have deemed appropriate. We have examined and relied upon certificates of public officials and of officers of the Designated Guarantors. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter, we further have made the assumptions that (i) each document submitted to us is accurate and complete; (ii) each such document that is an original is authentic; (iii) each such document that is a copy conforms to an authentic original; and (iv) all signatures on each such document are genuine. We also have assumed for purposes of this opinion letter the legal capacity of natural persons and that each party to the documents we have examined or relied on (other than the Designated 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 it. We have not verified any of the foregoing assumptions.

The opinions expressed in this opinion letter are limited to the laws of the Commonwealth of Kentucky (insofar as the opinions relate to Coal-Mac), the laws of the Commonwealth of Virginia (in so far as the opinions relate to White Wolf), and the laws of the State of West Virginia (insofar as the opinions relate to Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex, and Wolf Run), including the applicable provisions of the Kentucky, Virginia and West Virginia Constitutions, respectively, and reported judicial decisions interpreting those laws. We are not opining on, and we assume no responsibility for, the applicability to or effect on any of the matters covered herein of federal law, the laws of any states other than Kentucky, Virginia or West Virginia or the laws of any county, municipality or other political subdivision or local governmental agency or authority.

Based on and subject to the foregoing and to the additional qualifications and other matters set forth below, it is our opinion that:

1. Coal-Mac is validly existing as a corporation under the laws of the Commonwealth of Kentucky; White Wolf is validly existing and in good standing as a corporation under the laws of the Commonwealth of Virginia; and Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex, and Wolf Run are validly existing as corporations under the laws of the State of West Virginia.
2. The Designated Guarantors have the requisite corporate power and authority to guarantee the Exchange Notes pursuant to the Indenture.
3. Each of the Guarantees issued by the Designated Guarantors in accordance with the Indenture has been duly authorized by all requisite corporate action by each of the Designated Guarantors.

4. The Guarantees issued by each of the Designated Guarantors in accordance with the Indenture do not violate any provision of the organizational documents which we have reviewed of the respective Designated Guarantors or the applicable law of the Commonwealth of Kentucky, in the case of Coal-Mac, the Commonwealth of Virginia, in the case of White Wolf, or the State of West Virginia, in the case of Bronco, Hawthorne, Juliana, King Knob, Melrose, Mountain Gem, Patriot, Vindex and Wolf Run.

5. No governmental approval by any governmental authority of the Commonwealth of Kentucky, the Commonwealth of Virginia or the State of West Virginia is required to authorize, or is required for, the issuance of the Guarantees to which the Designated Guarantors are parties.

6. When (a) the Company's outstanding Original Notes have been exchanged in the manner described in the Registration Statement, (b) the Exchange Notes have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture, and (c) all applicable provisions of "blue sky" laws have been complied with, the Guarantees to which the Designated Guarantors are parties will be validly issued.

The opinion expressed in numbered paragraph 1 above with respect to the existence of each of the Designated Guarantors (excluding White Wolf) and with respect to the good standing of White Wolf is based solely on the certificates of existence obtained from the West Virginia Secretary of State and the Kentucky Secretary of State and the certificate of good standing from the Virginia State Corporation Commission as of the date of the applicable certificate for a particular Designated Guarantor.

Although attorneys in our firm are licensed to practice law in a variety of jurisdictions, only those admitted to the bars in the Commonwealth of Kentucky, the Commonwealth of Virginia and the State of West Virginia have been involved in the issuance of this opinion, and we express no opinion as to the laws of any jurisdiction other than the Commonwealth of Kentucky, the Commonwealth of Virginia and the State of West Virginia. The opinions expressed herein are based on laws in effect on the date hereof, which laws are subject to change with possible retroactive effect.

The foregoing opinions are rendered as of the date hereof, and we have not undertaken to supplement this opinion with respect to factual matters or changes in law which may hereafter occur. The opinions expressed in this letter are provided as legal opinions only and not as guaranties or warranties of the matters discussed herein. Subject to the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, K&L Gates LLP may rely on this opinion letter as if it were an addressee hereof on this date for the sole purpose of rendering its opinion letter to the Company, as filed with the Commission as Exhibit 5.1 to the Registration Statement.

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The limitations inherent in the role of special local counsel are such that we cannot and have not independently verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the information included in the Registration Statement, the exhibits filed therewith or the Prospectus and, except for the opinions contained herein, we have not participated in the preparation of any material in connection with the filing by the Company and the Guarantors with the Commission of the Registration Statement or the Prospectus with respect to the registration of the Exchange Notes and assume no responsibility for the contents of any such material.

We hereby consent to the reference to Jackson Kelly PLLC under the caption "Legal Matters" in the Prospectus constituting a part of the Registration Statement.

Yours truly,

/s/ Jackson Kelly PLLC

JACKSON KELLY PLLC

4

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

	Year Ended December 31,				
	2012	2011	2010	2009	2008
Earnings:					
Pretax income (loss) excluding income or loss from equity investments	\$ (1,102,837)	\$ 52,825	\$ 133,331	\$ (22,643)	\$ 351,364
Adjustments:					
Fixed charges	344,042	293,106	153,467	118,075	99,562
Distributed income from equity investments	5,342	19,360	9,917	5,164	2,167
Capitalized interest, net of amortization	19,163	2,113	4,417	3,143	(8,351)
Arch Western Resources, LLC dividends on preferred membership interest	(72)	(91)	(107)	(58)	(107)
Total earnings (loss)	\$ (734,362)	\$ 367,313	\$ 301,025	\$ 103,681	\$ 452,986
Fixed charges:					
Interest expense	\$ 317,626	\$ 230,186	\$ 142,549	\$ 105,932	\$ 76,139
Capitalized interest	15,625	1,937	—	824	11,703
Bridge financing costs related to ICG	—	49,490	—	—	—
Arch Western Resources, LLC dividends on preferred membership interest	72	91	107	58	107
Portions of rent which represent an interest factor	10,719	11,402	10,811	11,261	11,613
Total fixed charges	\$ 344,042	\$ 293,106	\$ 153,467	\$ 118,075	\$ 99,562
Preferred stock dividends	\$ —	\$ —	\$ —	\$ —	\$ 12
Total fixed charges and preferred stock dividends	\$ 344,042	\$ 293,106	\$ 153,467	\$ 118,075	\$ 99,574
Ratio of earnings to combined fixed charges and preference dividends	N/A	1.25x	1.96x	0.88x	4.55x

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

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-4 No. 333-00000) and related Prospectus of Arch Coal, Inc. for the registration of \$375,000,000 of 9.875% Senior Notes due 2019 and to the incorporation by reference therein of our reports dated March 1, 2013, with respect to the consolidated financial statements and schedule of Arch Coal, Inc., and the effectiveness of internal control over financial reporting of Arch Coal, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2012, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

St. Louis, Missouri

August 15, 2013

CONSENT OF WEIR INTERNATIONAL, INC.

In connection with the Registration Statement on Form S-4 to which this consent is filed as an exhibit, we hereby consent to the incorporation by reference therein of the reference to Weir International, Inc. contained in the Annual Report on Form 10-K of Arch Coal, Inc. for the year ended December 31, 2012.

We further wish to advise that Weir International, Inc. was not employed on a contingent basis and that at the time of preparation of our report, as well as at present, neither Weir International, Inc. nor any of its employees had or now has a substantial interest in Arch Coal, Inc. or any of its affiliates or subsidiaries.

Respectfully submitted,

By: /s/ John W. Sabo
Name: John W. Sabo
Title: Executive Vice President
Date: August 9, 2013

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility
of a Trustee Pursuant to Section 305(b)(2) o

UMB BANK, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

U.S. National Bank
(Jurisdiction of incorporation or
organization if not a U.S. national bank)

44-0201230
(I.R.S. Employer
Identification No.)

1010 Grand Boulevard, Kansas City, Missouri
(Address of principal executive offices)

64106
(Zip Code)

Richard F. Novosak, Assistant Vice President
2 South Broadway, Suite 600, St. Louis, Missouri 63102
(314) 612-8483

(Name, address and telephone number of agent for service)

ARCH COAL, INC.

(Exact name of obligor as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

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

ONE CITYPLACE DRIVE, SUITE 300 ST. LOUIS, MISSOURI 63141
(314) 994-2700

(Address of principal executive offices) (Zip Code)

9.875 SENIOR NOTES DUE 2019
(Title of indenture securities)

GENERAL

Item 1. General Information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervisory authority to which it is subject.

Comptroller of the Currency of the United States, Washington, D.C.

(b) Whether it is authorized to exercise corporate trust powers.

Trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor.

If the Obligor is an affiliate of the trustee, describe each such affiliation.

The obligor is not an affiliate of the trustee.

Item 3. through Item 15. Not applicable.

Item 16. List of Exhibits

Listed below are all exhibits as a part of this Statement of eligibility and qualification.

1. Articles of Association of the Trustee, as now in effect (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-74008).
2. Certificate of Authority from the Comptroller of the Currency evidencing a change of the corporate title of the Association. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-74008).
3. Certificate from the Comptroller of the Currency evidencing authority to exercise corporate trust powers and a letter evidencing a change of the corporate title of the Association. (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-74008).
4. Bylaws, as amended of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-74008).
5. N/A
6. Consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Registration Statement No. 333-74008).
7. Report of Condition of the Trustee as of March 31, 2013 (Exhibit 1).

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, UMB Bank, National Association, a national banking association existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of St. Louis and the State of Missouri, on the 1st day of March, 2012.

UMB BANK, NATIONAL ASSOCIATION

By: /s/ Victor Zarrilli

NAME: Victor Zarrilli
TITLE: Senior Vice President

Schedule RC—Balance Sheet

EXHIBIT 1

Dollar amounts in thousands

1. Cash and balances due from depository institutions (from Schedule RC-A):		
a. Noninterest-bearing balances and currency and coin	RCON0081	326,718
b. Interest-bearing balances	RCON0071	1,630,967
2. Securities:		
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCON1754	129,498
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON1773	6,841,584
3. Federal funds sold and securities purchased under agreements to resell:		
a. Federal funds sold	RCONB987	0
b. Securities purchased under agreements to resell	RCONB989	19,046
4. Loans and lease financing receivables (from Schedule RC-C):		
a. Loans and leases held for sale	RCON5369	6,305
b. Loans and leases, net of unearned income	RCON8528	6,010,342
c. LESS: Allowance for loan and lease losses	RCON3123	69,881
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCONB529	5,940,461
5. Trading assets (from Schedule RC-D)	RCON3545	40,777
6. Premises and fixed assets (including capitalized leases)	RCON2145	220,194
7. Other real estate owned (from Schedule RC-M)	RCON2150	3,565
8. Investments in unconsolidated subsidiaries and associated companies	RCON2130	0
9. Direct and indirect investments in real estate ventures	RCON3656	0
10. Intangible assets:		
a. Goodwill	RCON3163	90,011
b. Other intangible assets (from Schedule RC-M)	RCON0426	14,677
11. Other assets (from Schedule RC-F)	RCON2160	195,318
12. Total assets (sum of items 1 through 11)	RCON2170	15,459,121
13. Deposits:		
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON2200	12,607,249
1. Noninterest-bearing	RCON6631	5,645,387
2. Interest-bearing	RCON6636	6,961,862
b. Not applicable		
14. Federal funds purchased and securities sold under agreements to repurchase:		
a. Federal funds purchased	RCONB993	1,729
b. Securities sold under agreements to repurchase	RCONB995	1,658,735
15. Trading liabilities (from Schedule RC-D)	RCON3548	0
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON3190	4,808
17. Not applicable		
18. Not applicable		
19. Subordinated notes and debentures	RCON3200	0

20. Other liabilities (from Schedule RC-G)	RCON2930	129,571
21. Total liabilities (sum of items 13 through 20)	RCON2948	14,402,092
22. Not applicable		
23. Perpetual preferred stock and related surplus	RCON3838	0
24. Common stock	RCON3230	21,250
25. Surplus (exclude all surplus related to preferred stock)	RCON3839	368,371
26. Not available		
a. Retained earnings	RCON3632	603,836
b. Accumulated other comprehensive income	RCONB530	63,572
c. Other equity capital components	RCONA130	0
27. Not available		
a. Total bank equity capital (sum of items 23 through 26.c)	RCON3210	1,057,029
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON3000	0
28. Total equity capital (sum of items 27.a and 27.b)	RCONG105	1,057,029
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON3300	15,459,121

LETTER OF TRANSMITTAL



OFFER TO EXCHANGE

UP TO \$375,000,000 AGGREGATE PRINCIPAL AMOUNT OF
9.875% SENIOR NOTES DUE 2019 (CUSIP No. 039380AJ9)
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,

FOR

ANY AND ALL OF OUR OUTSTANDING 9.875% SENIOR NOTES DUE 2019
(CUSIP Nos. 039380AH3 AND U0393CAD7)

PURSUANT TO THE PROSPECTUS
DATED _____, 2013

THE EXCHANGE OFFER WILL EXPIRE AT MIDNIGHT, NEW YORK CITY TIME, AT THE END OF _____, 2013 (THE "EXPIRATION DATE"), UNLESS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE EXPIRATION DATE.

Delivery to:
UMB BANK, NATIONAL ASSOCIATION
Exchange Agent

*By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):*

UMB Bank, National Association
2 South Broadway, 6th Floor
St. Louis, Missouri 63102
Attn.: Richard F. Novosak

For Information Call:
314-612-8483

*By Facsimile Transmission
(for eligible institutions only):*

314-612-8499
Attn: Richard F. Novosak

Fax cover sheets should provide a call back
number and request a call back, upon receipt.

Confirm receipt by calling:
314-612-8483

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY OF THIS LETTER OF TRANSMITTAL.

The prospectus, dated _____, 2013 (the "Prospectus"), of Arch Coal, Inc., a Delaware corporation ("Arch Coal"), and this Letter of Transmittal (this "Letter") together constitute Arch Coal's offer (the "Exchange Offer") to exchange up to \$375,000,000 aggregate principal amount of 9.875% Senior Notes due 2019 (CUSIP No. 039380AJ9) (the "exchange notes") which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of Arch Coal's issued and outstanding 9.875% Senior Notes due 2019 (CUSIP Nos. 039380AH3 and U0393CAD7) (the "original notes") from the registered holders thereof. Capitalized terms not defined herein shall have the respective meanings ascribed to them in the Prospectus.

For each original note accepted for exchange, the holder of such original note will receive an exchange note having a principal amount equal to the principal amount of the surrendered original note. The exchange notes will bear interest from the most recent date to which interest has been paid on the original notes. Accordingly, registered holders of exchange notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the most recent date to which interest has been paid on the original notes. The original notes accepted for exchange will cease to accrue interest from and after the date of consummation of the exchange offer. Holders of original notes whose original notes are accepted for exchange will not receive any payment in respect of accrued interest on such original notes otherwise payable on any interest payment date the record date for which occurs on or after the consummation of the exchange offer.

This Letter is to be completed by a holder of original notes either if certificates for such original notes are to be forwarded herewith or if a tender is to be made by book-entry transfer to the account(s) maintained by the exchange agent at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the section of the Prospectus titled "The Exchange Offer" and an agent's message is not delivered. Holders of original notes who have previously validly delivered a Letter of Transmittal in conjunction with a valid tender of original notes for exchange pursuant to the procedures described in the Prospectus under the heading "The Exchange Offer" are not required to take any further action to receive exchange notes. **HOLDERS OF ORIGINAL NOTES WHO HAVE PREVIOUSLY VALIDLY TENDERED ORIGINAL NOTES FOR EXCHANGE OR WHO VALIDLY TENDER ORIGINAL NOTES FOR EXCHANGE IN ACCORDANCE WITH THIS LETTER MAY WITHDRAW ANY ORIGINAL NOTES SO TENDERED AT ANY TIME PRIOR TO THE EXPIRATION DATE. SEE THE PROSPECTUS UNDER THE HEADING "THE EXCHANGE OFFER" FOR A MORE COMPLETE DESCRIPTION OF THE TENDER AND WITHDRAWAL PROVISIONS.** Tenders by book-entry transfer also may be made by delivering an agent's message in lieu of this Letter. The term "agent's message" means a message, transmitted by DTC and received by the exchange agent and forming part of a book-entry confirmation,

which states that DTC has received an express acknowledgment from a participant tendering original notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of this Letter, and that Arch Coal may enforce that agreement against the participant. The term “book-entry confirmation” means the confirmation of the book-entry tender of original notes into the exchange agent’s account at DTC.

Delivery of Documents to DTC Does Not Constitute Delivery to the Exchange Agent.

The method of delivery of original notes, this Letter and all other required documents are at the election and risk of the holders. If such delivery is by mail it is recommended that registered mail properly insured, with return receipt requested, be used. In all cases, sufficient time should be allowed to assure timely delivery. No Letters or original notes should be sent to Arch Coal.

The undersigned has completed the appropriate boxes below and signed this Letter to indicate the action the undersigned desires to take with respect to the exchange offer.

List below the original notes to which this Letter relates. If the space provided below is inadequate, the certificate numbers and principal amount at maturity of original notes should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF ORIGINAL NOTES

Type	Name (s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	1 Certificate Number(s)*	2 Aggregate Principal Amount Represented	3 Principal Amount Tendered**
9.875% Senior Notes due 2019				
Total:				

* Need not be completed if original notes are being tendered by book entry transfer.

** Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the original notes represented by the original notes indicated in column 2. See Instruction 2. Original notes tendered hereby must be in denominations of principal amount of \$2,000 and integral multiples of \$1,000 in excess thereof. See Instruction 1.

o CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution:

Account Number:

Transaction Code Number:

By crediting the original notes to the exchange agent’s account at DTC using the Automated Tender Offer Program (“ATOP”) and by complying with applicable ATOP procedures with respect to the exchange offer, including transmitting to the exchange agent an agent’s message in which the holder of the original notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter, the participant in DTC confirms on behalf of itself and the beneficial owners of such original notes all provisions of this Letter (including all 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 to the exchange agent.

o CHECK HERE IF TENDERED ORIGINAL NOTES ARE ENCLOSED HEREWITH.

o CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address:

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, does not intend to engage in, and does not have an arrangement or understanding with any person to participate in, a distribution of the exchange notes. If the undersigned is a broker-dealer which will receive exchange notes for its own account in exchange for original notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it may be deemed an “underwriter” within the meaning of the Securities Act and that it will deliver a Prospectus in connection with any resale of such exchange notes; however, by so acknowledging and by delivering such a Prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of 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 Arch Coal the aggregate principal amount at maturity of original notes indicated above. Subject to, and effective upon, the acceptance for exchange of the original notes tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, Arch Coal all right, title and interest in and to such original notes as are being tendered hereby.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as the undersigned's true and lawful agent and attorney-in-fact with respect to such tendered original notes, with full power of substitution, among other things, to cause the original notes to be assigned, transferred and exchanged. The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the original notes, and to acquire exchange notes issuable upon the exchange of such tendered original notes, and that, when the same are accepted for exchange, Arch Coal will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same are accepted by Arch Coal. The undersigned hereby further represents that, among other things, (i) the undersigned is not an "affiliate," as defined in Rule 405 under the Securities Act, of Arch Coal; (ii) the undersigned is acquiring the exchange notes in the exchange offer in the ordinary course of its business; (iii) the undersigned is not engaged in or does not intend to engage in, and does not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes it will receive in the exchange offer; (iv) the undersigned is not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and (v) the undersigned is not acting on behalf of a person who, to the undersigned's knowledge, falls into one of the above categories.

The undersigned acknowledges that this exchange offer is being made in reliance on interpretations by the staff of the Securities and Exchange Commission (the "SEC"), as set forth in no-action letters issued to third parties that are not related to Arch Coal and that the exchange notes issued pursuant to the exchange offer in exchange for the original notes generally may be offered for resale, resold and otherwise transferred by holders thereof, without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that (i) the undersigned is not an "affiliate," as defined in Rule 405 under the Securities Act, of Arch Coal; (ii) the undersigned is acquiring the exchange notes in the exchange offer in the ordinary course of its business; (iii) the undersigned is not engaged in or does not intend to engage in, and does not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes it will receive in the exchange offer; (iv) the undersigned is not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and (v) the undersigned is not acting on behalf of a person who, to the undersigned's knowledge, falls into one of the above exceptions. The undersigned acknowledges that there is no assurance given by Arch Coal or the exchange agent that the SEC would make a similar interpretation with respect to this exchange offer. Arch Coal does not intend to seek its own interpretation from the SEC with respect to this exchange offer.

If any holder is engaged in or intends to engage in or has any arrangement or understanding with respect to the distribution of the exchange notes to be acquired pursuant to the exchange offer, such holder (i) could not rely on the applicable interpretations of the staff of the SEC and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. If the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for original notes, it represents that the original notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes; however, by so acknowledging and by delivering a prospectus meeting the requirements of the Securities Act, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by Arch Coal or the exchange agent to be necessary or desirable to complete the exchange, assignment and transfer of the original notes tendered hereby. All authority conferred or agreed to be conferred in this Letter and every obligation of the

undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in "The Exchange Offer—Withdrawal of Tenders" section of the Prospectus.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, please deliver the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of original notes, please credit the account indicated above maintained at DTC. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Original Notes."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF ORIGINAL NOTES" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE ORIGINAL NOTES AS SET FORTH IN SUCH BOX ABOVE.

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for original notes not exchanged and/or exchange notes are to be issued in the name of and sent to someone other than the person or persons whose signature(s) appear(s) on this Letter above, or if original notes delivered by book-entry transfer which are not accepted for exchange are to be returned by credit to an account maintained at DTC other than the account indicated above.

Issue exchange notes and/or original notes to:

Name: _____
(Please Type or Print)

(Please Type or Print)

Address: _____

(Including Zip Code)

(Complete the Accompanying Form W-9)

- o Credit unexchanged original noted delivered by book-entry transfer to DTC account set forth below.

(Book-Entry Transfer Facility Account Number, if applicable)

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SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for original notes not exchanged and/or exchange notes are to be sent to someone other than the person or persons whose signature(s) appear(s) on this Letter above or to such person or persons at an address other than shown in the box entitled "Description of Original Notes" on this Letter above.

Mail exchange notes and/or original notes to:

Name: _____
(Please Type or Print)

(Please Type or Print)

Address: _____
(Including Zip Code)

IMPORTANT: THIS LETTER OR A FACSIMILE HEREOF OR AN AGENT'S MESSAGE IN LIEU THEREOF (TOGETHER WITH THE CERTIFICATES FOR ORIGINAL NOTES OR A BOOK-ENTRY CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS) MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE EXPIRATION DATE.

PLEASE READ THIS ENTIRE LETTER CAREFULLY BEFORE COMPLETING ANY BOX ABOVE.

IN ORDER TO VALIDLY TENDER ORIGINAL NOTES FOR EXCHANGE, HOLDERS OF ORIGINAL NOTES MUST COMPLETE, EXECUTE AND DELIVER THIS LETTER.

Except as stated in the Prospectus, all authority herein conferred or agreed to be conferred shall survive the death, incapacity or dissolution of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

8

PLEASE SIGN HERE

(To be Completed by All Tendering Holders)
(Complete Accompanying Form W-9)

_____, _____, 2013
_____, _____, 2013
(Signature(s) of Owner) (Date)

This Letter must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the original notes hereby tendered or on a security position listing or by any person(s) authorized to become registered holder(s) by endorsement to any document(s) transmitted herewith. If signature is by a trustee, executor, administrator, guardian, officer or other person acting in fiduciary or representative capacity, please set forth full title. See Instruction 3.

Name: _____
(Please Type or Print)

Capacity: _____

Address: _____

(Including Zip Code)

Principal place of business (if different:
From address listed above:

(Including Zip Code)

Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Nos.: _____

**SIGNATURE GUARANTEE
(If required by Instruction 3)**

Signature(s) Guaranteed by:
An Eligible Institution:

(Authorized Signature)

Title: _____

Name and Firm: _____

Dated: _____, 2013

9

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer to Exchange:

**Up to \$375,000,000 Aggregate Principal Amount of
9.875% Senior Notes due 2019 (CUSIP No. 039380AJ9)
Which Have Been Registered under the Securities Act of 1933, as Amended,**

for

**Any and All of Our Outstanding 9.875% Senior Notes due 2019
(CUSIP Nos. 039380AH3 AND U0393CAD7)**

**Pursuant to the Prospectus
Dated _____, 2013**

1. DELIVERY OF THIS LETTER AND ORIGINAL NOTES.

This Letter is to be completed by holders of original notes either if certificates are to be forwarded herewith or if tenders are to be made pursuant to the procedures for delivery by book-entry transfer set forth in the section of the Prospectus titled "The Exchange Offer" and an agent's message is not delivered. Tenders by book-entry transfer also may be made by delivering an agent's message in lieu of this Letter. The term "agent's message" means a message, transmitted by DTC and received by the Exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a participant tendering original notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of this Letter, and that Arch Coal may enforce that agreement against the participant. Certificates for all physically tendered original notes, or book-entry confirmation, as the case may be, as well as a properly completed and duly executed Letter (or manually signed facsimile hereof or agent's message in lieu thereof) and any other documents required by this Letter, must be received by the exchange agent at the address set forth herein prior to 12:00 midnight, New York City time, at the end of the expiration date. Original notes tendered hereby must be in denominations of principal amount of \$2,000 and integral multiples of \$1,000 in excess thereof.

The method of delivery of this Letter, the original notes and all other required documents is at the election and risk of the tendering holders, but the delivery will be deemed made only when actually received or confirmed by the exchange agent. If original notes are sent by mail, it is suggested that the mailing be registered mail, properly insured, with return receipt requested, made sufficiently in advance of the expiration date to permit delivery to the exchange agent prior to midnight, New York City time, at the end of the expiration date.

See the section of the Prospectus titled "The Exchange Offer."

2. PARTIAL TENDERS (NOT APPLICABLE TO NOTE HOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER).

If less than all of the original notes evidenced by a submitted certificate are to be tendered, the tendering holder(s) should fill in the aggregate principal amount at maturity of original notes to be tendered in the boxes above entitled "Description of Original Notes." One or more reissued certificates representing the balance of non-tendered original notes will be sent to such tendering holder, unless otherwise provided in the appropriate box on this Letter, promptly after the expiration date. All of the original notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.

3. SIGNATURES ON THIS LETTER; BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES.

If this Letter is signed by the holder of the original notes tendered hereby, the signature must correspond exactly with the name as written on the face of the certificates or on DTC's security position listing as the holder of such original notes without any change whatsoever.

If any tendered original notes are owned of record by two or more joint owners, all of such owners must sign this Letter.

If any tendered original notes are registered in different names on several certificates, it will be necessary to

complete, sign and submit as many separate copies of this Letter as there are different registrations of certificates.

When this Letter is signed by the registered holder of the original notes specified herein and tendered hereby, no endorsements of certificates or separate bond powers are required. If, however, the exchange notes are to be issued, or any untendered original notes are to be reissued, to a person other than the registered holder, then endorsements of any certificates transmitted hereby or separate bond powers are required. Signatures on such certificate(s) must be guaranteed by a participant in a securities transfer association recognized signature program.

If this Letter is signed by a person other than the registered holder of any certificate(s) specified herein, such certificate(s) must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name of the registered holder appears on the certificate(s), and signatures on such certificate(s) must be guaranteed by an Eligible Institution.

If this Letter or any certificates 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, such persons should so indicate when signing, and, unless waived by Arch Coal, proper evidence satisfactory to Arch Coal of their authority to so act must be submitted.

Endorsements on certificates for original notes or signatures on bond powers required by this Instruction 3 must be guaranteed by a firm which is a financial institution (including 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 Signature Program or the Stock Exchanges Medallion Program (each an "Eligible Institution").

Signatures on this Letter need not be guaranteed by an Eligible Institution, provided the original notes are tendered (i) by a registered holder of original notes (which term, for purposes of the exchange offer, includes any participant in DTC's system whose name appears on a security position listing as the holder of such original notes) who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this letter or (ii) for the account of an Eligible Institution.

4. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS.

Tendering holders of original notes should indicate in the applicable box the name and address to which exchange notes issued pursuant to the exchange offer and/or substitute certificates evidencing original notes not exchanged are to be issued or sent, if different from the name or address of the person signing this Letter. In the case of issuance in a different name, the employer identification or social security number of the person named also must be indicated. Holders tendering original notes by book-entry transfer may request that original notes not exchanged be credited to such account maintained at DTC as such holder may designate hereon. If no such instructions are given, such original notes not exchanged will be returned to the name and address of the person signing this Letter.

5. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.

Federal income tax law generally requires that a tendering holder whose original notes are accepted for exchange must provide the exchange agent (as payor) with such holder's correct Taxpayer Identification Number (a "TIN"), which, in the case of a holder who is an individual, is generally such holder's social security number. If the exchange agent is not provided with the correct TIN or an adequate basis for an exemption, such holder may be subject to a \$50 penalty imposed by the Internal Revenue Service and backup withholding at the applicable rate, currently 28%, upon the amount of any reportable payments made after the exchange to such tendering holder. If withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, each tendering holder must provide such holder's correct TIN by completing the Form W-9 accompanying this Letter, certifying that (i) the TIN provided is correct (or that such holder is awaiting a TIN), (ii) that (a) the holder is exempt from backup withholding, (b) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding and (iii) the holder is a U.S. citizen or other U.S. person (as defined in the enclosed Form W-9 General Instructions (the "W-9 General Instructions")).

If the holder does not have a TIN, such holder should consult the W-9 General Instructions for instructions on applying for a TIN, write "Applied For" in the space for the TIN in Part 1 of the accompanying Form W-9 and sign

and date the accompanying Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth herein. If the holder does not provide such holder's TIN to the exchange agent within 60 days, backup withholding will begin and continue until such holder furnishes such holder's TIN to the exchange agent. Writing "Applied For" on the form means that the holder has already applied for a TIN or that such holder intends to apply for one in the near future.

If the original notes are held in more than one name or are not in the name of the actual owner, consult the W-9 Instructions for information on which TIN to report.

Exempt holders (including, among others, certain foreign persons) are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt holder should write "Exempt" in Part 2 of the accompanying Form W-9. See the W-9 General Instructions for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit a completed Form W-8 BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding," signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the exchange agent.

6. TRANSFER TAXES.

Arch Coal will pay all transfer taxes, if any, applicable to the transfer of original notes to it or its order pursuant to the exchange offer. If, however, exchange notes and/or substitute original notes not exchanged are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the original notes tendered hereby, or if tendered original notes are registered in the name of any person other than the person signing this Letter, or if a transfer tax is imposed for any reason other than the transfer of original notes to Arch Coal or its order pursuant to the exchange offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder. Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the original notes specified in this Letter.

7. WAIVER OF CONDITIONS.

Arch Coal reserves the right waive the conditions to the exchange offer enumerated in the Prospectus, in its discretion, in whole or in part, at any time and from time to time prior to the expiration of the exchange offer.

8. NO CONDITIONAL TENDERS; DEFECTS.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders of original notes, by execution of this Letter or an agent’s message in lieu thereof, shall waive any right to receive notice of the acceptance of their original notes for exchange.

Neither Arch Coal, the exchange agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of original notes, nor shall any of them incur any liability for failure to give any such notice.

9. MUTILATED, LOST, STOLEN OR DESTROYED ORIGINAL NOTES.

Any holder whose original notes have been mutilated, lost, stolen or destroyed should contact the exchange agent as described on the first page of this Letter for further instructions.

10. WITHDRAWAL RIGHTS.

Tenders of original notes may be withdrawn at any time prior to midnight, New York City time, at the end of the expiration date. For a withdrawal to be effective, the exchange agent must receive a computer-generated notice of withdrawal transmitted by DTC on behalf of the holder in accordance with the standard operating procedures of DTC, or a written notice of withdrawal, which may be by telegram, telex, facsimile transmission or letter, delivered to the exchange agent as described on the first page of this Letter. Any valid notice of withdrawal must (i) specify the name of the person having tendered the original notes to be withdrawn; (ii) identify the original notes to be withdrawn (including the certificate number(s) of the original notes physically delivered) and principal amount of such original notes, or, in the case of original notes transferred by book-entry transfer, the name of the account at DTC; and (iii) be signed by the holder in the same manner as the original signature on the letter of transmittal by which such original notes were tendered, with any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the original notes register the transfer of such original notes

into the name of the person withdrawing the tender.

If original notes have been tendered pursuant to the procedures for book-entry transfer set forth in the section of the Prospectus titled “The Exchange Offer,” any valid notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn original notes and otherwise comply with the procedures of the facility.

Arch Coal will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal, and Arch Coal’s determination shall be final and binding on all parties. Arch Coal will deem any original notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer. Arch Coal will return any original notes that have been tendered for exchange but that are not exchanged for any reason to their holder without cost to the holder. In the case of original notes tendered by book-entry transfer into the exchange agent’s account at DTC, according to the procedures described above, those original notes will be credited to an account maintained with DTC, for original notes, as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Holders may retender their original notes that have been properly withdrawn by following one of the procedures described in the section of the Prospectus titled “The Exchange Offer” at any time before expiration of the exchange offer.

11. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus, this Letter and other related documents may be directed to the exchange agent as described on the first page of this Letter.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE “APPLIED FOR” IN PART 1 OF THE ACCOMPANYING FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and that I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the Payor within 60 days, the Payor is required to withhold 28 percent of all cash payments made to me thereafter until I provide a number.

Signature _____ Date _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN A \$50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND IN BACKUP WITHHOLDING OF AT THE APPLICABLE RATE. PLEASE REVIEW THE GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON THE ACCOMPANYING FORM W-9 FOR ADDITIONAL DETAILS.

Manually signed copies of the Letter of Transmittal will be accepted. The Letter of Transmittal and any other required documents should be sent or delivered by each holder or such holder’s broker, dealer commercial bank or other nominee to the exchange agent at one of the addresses set forth below.

By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):

UMB Bank, National Association
2 South Broadway, 6th Floor
St. Louis, Missouri 63102
Attn.: Richard F. Novosak

For Information Call:
314-612-8483

By Facsimile Transmission
(for eligible institutions only):

314-612-8499
Attn: Richard F. Novosak

Fax cover sheets should provide a call back number and request a call back, upon receipt.

Confirm receipt by calling:
314-612-8483

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
		Social security number [][] - [][] - [][][][][][]
		Employer identification number [][] - [][][][][][][][]
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see "Special rules for partnerships" on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies, to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.