UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1) of the Securities Exchange Act of 1934

(Amendment No. 2)

INTERNATIONAL COAL GROUP, INC.

(Name of Subject Company)

ATLAS ACQUISITION CORP.
ARCH COAL, INC.

(Names of Filing Persons — Offeror)

Common Stock, Par Value $0.01 Per Share
(Title of Class of Securities)

45928H106
(CUSIP Number of Class of Securities)

Robert G. Jones
Senior Vice President — Law, General Counsel & Secretary
Jon S. Ploetz
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One CityPlace Dr., Suite 300
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(314) 994-2700
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copies to:
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CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$3,044,605,405.88	$353,478.69

* The transaction valuation is an estimate calculated solely for purposes of determining the amount of the filing fee. The transaction valuation is equal to the sum of (a) an amount equal to $14.60, the per share tender offer price, multiplied by the sum of (1) 204,175,202, the number of shares of common stock issued and outstanding (including 1,099,651 shares of restricted stock and not including 96,914 shares of common stock held in treasury), and (2) 353,927, the number of shares of common stock subject to issued and outstanding restricted share unit awards, plus (b) an amount equal to 6,315,348, the number of shares of common stock subject to outstanding stock options with an exercise price less than $14.60, multiplied by the difference of $14.60 and $5.34, the average weighted exercise price of the outstanding stock options with exercise prices less than $14.60. The share figures in this transaction valuation are as of May 12, 2011, the most recent practicable date.

** The amount of the filing fee is calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Advisory #5 for fiscal year 2011, issued December 22, 2010, by multiplying the transaction valuation by 0.0001161.

☑ Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify

the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: $353,478.69.

Form or Registration No.: Schedule TO.

Filing Party: Arch Coal, Inc. and Atlas Acquisition Corp.

Date Filed: May 16, 2011.

o Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☑ third-party tender offer subject to Rule 14d-1.

o issuer tender offer subject to Rule 13e-4.

o going-private transaction subject to Rule 13e-3.

o amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. o

This Amendment No. 2 (this "**Amendment**") amends and supplements the Tender Offer Statement on Schedule TO (together with any previous or subsequent amendments and supplements thereto, the "**Schedule TO**") filed with the Securities and Exchange Commission on May 16, 2011 and is filed by (i) Atlas Acquisition Corp., a Delaware corporation ("**Merger Sub**") and a wholly owned subsidiary of Arch Coal, Inc., a Delaware corporation ("**Arch**"), and (ii) Arch. The Schedule TO relates to the offer by Merger Sub to purchase all outstanding shares of common stock, par value $0.01 per share (the "**Shares**"), of International Coal Group, Inc., a Delaware corporation ("**ICG**"), at $14.60 per Share, net to the seller in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 16, 2011 (the "**Offer to Purchase**"), and in the related Letter of Transmittal (the "**Letter of Transmittal**"), copies of which are included as Exhibits (a)(1)(A) and (a)(1)(B) to the Schedule TO, respectively (which, together with any amendments or supplements thereto, collectively constitute the "**Offer**").

The information in the Offer to Purchase and the Letter of Transmittal is incorporated in this Amendment by reference to all of the applicable items in the Schedule TO, except that such information is amended and supplemented to the extent specifically provided in this Amendment. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Offer to Purchase or in the Schedule TO.

Items 1 through 9 and 11.

The information set forth in the first paragraph to the cover page of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"THIS OFFER IS BEING MADE PURSUANT TO THE AGREEMENT AND PLAN OF MERGER, DATED AS OF MAY 2, 2011, AS AMENDED ON MAY 26, 2011 (THE "**MERGER AGREEMENT**"), BY AND AMONG ARCH COAL, INC. ("**ARCH**"), ATLAS ACQUISITION CORP. ("**MERGER SUB**") AND INTERNATIONAL COAL GROUP, INC. ("**ICG**")."

The information set forth in the first bullet of the subsection captioned "Principal Terms" within the Summary Term Sheet of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"Arch Coal, Inc., a Delaware corporation ("**Arch**"), through its wholly owned subsidiary, Atlas Acquisition Corp., a Delaware corporation ("**Merger Sub**"), is offering to purchase all outstanding shares of common stock, par value $0.01 per share (the "**Shares**"), of International Coal Group, Inc., a Delaware corporation ("**ICG**"), for $14.60 per share in cash, net to the seller, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal and pursuant to the Agreement and Plan of Merger, dated as of May 2, 2011, as amended on May 26, 2011, by and among Arch, Merger Sub and ICG (the "**Merger Agreement**")."

The information set forth in the first sentence of the third paragraph within the Introduction to the Offer to Purchase is hereby amended and restated in its entirety as follows:

"We are making the Offer pursuant to an Agreement and Plan of Merger dated as of May 2, 2011, as amended on May 26, 2011, by and among Arch, Merger Sub and ICG (the "**Merger Agreement**")."

The information set forth in the subsection captioned "Determination of Validity" within Section 3—"Procedure for Tendering Shares" of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"*Determination of Validity*. All questions as to purchase price (subject to the terms of the Merger Agreement), the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us in our sole discretion. We reserve the absolute right to reject any or all tenders of Shares that we determine not to be in proper form or the acceptance of which or payment for which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any of the conditions of the Offer before the expiration of the Offer (other than the Minimum Condition, which may only be waived with the prior written consent of ICG) and any defect or irregularity in the tender of any particular Shares. No tender of Shares will be deemed to be properly made until all defects and irregularities have been cured or

waived to our satisfaction. None of Arch, Merger Sub or any of their respective affiliates or assigns, the Depositary, the Dealer Manager, the Information Agent or any other person is or will be obligated to give notice of any defects or irregularities in tenders and none of them will incur any liability for failure to give any such notice. Any determinations made by us with respect to the terms and conditions of the Offer may be challenged by ICG's stockholders, to the extent permitted by law, and are subject to review by a court of competent jurisdiction. Only a court of competent jurisdiction may make a determination that will be final and binding on the parties."

The information set forth in the last paragraph within Section 4—"Withdrawal Rights" of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"**We will determine, in our sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal. No withdrawal of Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Arch, Merger Sub or any of their respective affiliates or assigns, the Depositary, the Dealer Manager, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Any determinations made by us with respect to the terms and conditions of the Offer may be challenged by ICG's stockholders, to the extent permitted by law, and are subject to review by a court of competent jurisdiction. Only a court of competent jurisdiction may make a determination that will be final and binding on the parties.**"

The information set forth in the penultimate paragraph of the subsection captioned "Non-U.S. Holders" within Section 5—"Material U.S. Federal Income Tax Considerations" of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"Payments made to a Non-U.S. Holder with respect to Shares exchanged in the Offer, during a Subsequent Offering Period or pursuant to the Merger generally will not be subject to U.S. federal income tax, unless:(i) the gain, if any, on such Shares is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States (and, if certain income tax treaties apply, is attributable to the Non-U.S. Holder's permanent establishment in the United States), in which event (a) the Non-U.S. Holder will be subject to U.S. federal income tax in the same manner as if it were a U.S. Holder (but such Non-U.S. Holder should provide an Internal Revenue Service Form W-8ECI (or a suitable substitute or successor form) instead of an Internal Revenue Service Form W-9), and (b) if the Non-U.S. Holder is a corporation, it may also be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty), (ii) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more in the taxable year of sale and certain other conditions are met, in which event the Non-U.S. Holder will be subject to tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty) on the gain from the exchange of the Shares net of applicable U.S. losses from sales or exchanges of other capital assets recognized during the year or (iii) ICG is or has been a "United States real property holding corporation" for U.S. federal income tax purposes and the Non-U.S. Holder holds or held more than 5% of Shares, as described below."

The information set forth in the subsection captioned "ICG Financial Forecasts" within Section 8—"Certain Information Concerning ICG" of the Offer to Purchase is hereby amended by deleting the tables titled "December Forecast" and "February Forecast" and the related footnote in their entirety and replacing them as follows:

"December Forecast
(dollars in millions, except per ton amounts)

	Year Ending December 31,					
	2011	**2012**	**2013**	**2014**	**2015**	**2016**
Total Revenue	$1,278	$1,406	$1,576	$1,872	$2,048	$2,129
EBITDA(1)	257	312	365	574	693	711
Capital Expenditures	230	241	204	198	196	117
Operating Statistics						
Total Tons Sold (mm)	16.5	17.0	18.8	21.0	22.1	22.3
Total Average Price per Ton ($)	$72.78	$78.03	$80.16	$85.88	$90.02	$92.89
Total Cost per Ton ($)	$55.88	$58.48	$59.10	$56.97	$56.98	$59.25

February Forecast
(dollars in millions, except per ton amounts)

	Year Ending December 31,					
	2011	2012	2013	2014	2015	2016
Total Revenue	$1,352	$1,573	$1,756	$2,071	$2,267	$ 2,354
EBITDA(1)	323	453	513	746	886	912
Capital Expenditures	242	249	206	199	197	118
Operating Statistics						
Total Tons Sold (mm)	16.6	17.3	19.1	21.4	22.5	22.7
Total Average Price per Ton ($)	$76.55	$86.50	$88.10	$93.68	$98.26	$101.35
Total Cost per Ton ($)	$55.90	$59.13	$59.71	$57.20	$57.18	$ 59.39

(1) EBITDA is a non-GAAP measure and is used by ICG's management to measure the operating performance of its business. ICG defines EBITDA as net income or loss attributable to ICG before deducting interest, income taxes, depreciation, depletion and amortization. We have been advised that management of ICG believes EBITDA is a useful measure as it is frequently used by securities analysts, investors and other interested parties in the evaluation of companies in ICG's industry, substantially all of which present EBITDA or Adjusted EBITDA when reporting their results."

The information set forth in Section 8—"Certain Information Concerning ICG" of the Offer to Purchase is hereby amended and supplemented by adding the following paragraph and tables after the subsection titled "ICG Financial Forecasts" as follows:

"The following tables present a reconciliation of EBITDA to net income:

December Forecast
(dollars in millions)

	Year Ending December 31,					
	2011	2012	2013	2014	2015	2016
Net Income	$ 81	$ 116	$ 134	$ 256	$ 307	$ 328
Reconciling Items:						
Depreciation, Depletion and Amortization	121	128	151	181	221	203
Interest Expense, net	33	36	42	46	53	52
Income Tax Expense	22	32	38	91	112	128
EBITDA	$ 257	$ 312	$ 365	$ 574	$ 693	$ 711

February Forecast
(dollars in millions)

	Year Ending December 31,					
	2011	2012	2013	2014	2015	2016
Net Income	$ 144	$ 231	$ 251	$ 384	$ 447	$ 472
Reconciling Items:						
Depreciation, Depletion and Amortization	107	123	151	180	223	204
Interest Expense, net	31	35	41	45	52	52
Income Tax Expense	41	64	70	137	164	184
EBITDA	$ 323	$ 453	$ 513	$ 746	$ 886	$ 912

The information set forth in Section 10—"Source and Amount of Funds" of the Offer to Purchase is hereby amended and restated as follows:

"We estimate that we will need up to approximately $3,045 million to purchase all of the issued and outstanding Shares and approximately an additional $610 million to repay indebtedness of ICG and pay certain costs related to such indebtedness in connection with the Merger. We estimate that the total amount of funds necessary to purchase all of the Shares pursuant to the Offer and to consummate the other transactions contemplated by the Merger Agreement, including making payments in respect of outstanding ICG compensatory awards, paying the merger consideration in connection with the Merger of us into ICG, which is expected to follow the successful completion of the Offer, redeeming or repaying certain outstanding indebtedness of ICG and paying related fees and expenses will be approximately $3,800 million. The majority of the approximately $3,800 million is expected to come from the issuance of unsecured senior notes by Arch (the "**Notes**"), either by private placement or an underwritten public sale, with the balance to be paid using the proceeds of additional common shares to be issued by Arch (the "**Arch Shares**") or other additional senior secured indebtedness (the "**Loans**") to be raised by Arch. To the extent that Arch is unable to issue the Notes, Shares and Loans for the entire $3,800 million amount, Arch has a commitment from Morgan Stanley Senior Funding, Inc. ("**MSSF**") and PNC Bank, National Association (together with MSSF, the "**Lenders**"), to provide, or cause their respective affiliates to provide, $3,800 million of senior unsecured bridge loans to Arch (the "**Bridge Facility**"), the proceeds of which will be used (i) first, to repay or redeem ICG's indebtedness outstanding on the date of consummation of the Merger, other than certain existing indebtedness, including certain equipment notes and capital leases, and (ii) second, to fund the cash consideration for the Offer and the Merger and pay certain fees and expenses in connection with the Offer and the Merger. The proceeds of the Bridge Facility will be sufficient to pay the Offer Price for all Shares tendered in the Offer and all related fees and expenses (and will be sufficient, together with cash on hand of the surviving corporation, to consummate the Merger, repay or refinance certain of ICG's existing indebtedness and pay fees and expenses in connection with the Offer and the Merger). The Bridge Facility will mature on the first anniversary of the closing of the Merger; however, subject to certain conditions, Arch may elect to extend the maturity date of the Bridge Facility to the eighth anniversary of the closing of the Merger. Consummation of the Offer is not subject to any financing condition.

Debt Financing

Parent has received a debt commitment letter, dated as of May 1, 2011, from the Lenders to provide to Arch up to $3,800 million of senior unsecured bridge loans for the purpose of financing the Offer and the Merger, subject to the conditions set forth in the debt commitment letter:

The commitment of the Lenders with respect to the Bridge Facility expires upon the earliest to occur of (i) the date of termination of the Merger Agreement, (ii) the consummation of the Merger and the execution and delivery of the definitive loan documentation for the Bridge Facility and the initial funding of the facilities thereunder and (iii) 180 days following the date of the debt commitment letter. The documentation governing the debt financing has not been finalized and, accordingly, the actual terms of the debt financing may differ from those described in this document. We and the Lenders have agreed to use our reasonable best efforts to arrange the debt financing on the terms and conditions described in the debt commitment letter. If any portion of the debt financing becomes or could become unavailable on the terms and conditions contemplated in the debt commitment letter, the Merger Agreement requires Arch and Merger Sub to use their reasonable best efforts to arrange promptly to obtain alternative financing from the same or alternative sources in an amount at least equal to the debt financing or such unavailable portion thereof on terms that are not less favorable in the aggregate to Arch and Merger Sub than as contemplated by the debt commitment letter.

The following is a summary of certain provisions of the debt commitment letter. This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the debt commitment letter, a copy of which is filed as Exhibit (b)(1) to the Schedule TO, which is incorporated herein by reference.

Bridge Facility

The availability of the Bridge Facility is subject, among other things, to the closing of the Offer and the transactions contemplated thereby in accordance with the Merger Agreement (without waiver or amendment thereof that is materially adverse to the interest of the Lenders in their capacity as such unless consented to by the Lenders, such consent not be unreasonably withheld), payment of required fees and expenses,

delivery of certain historical and pro forma financial information and the negotiation, execution and delivery of definitive documentation.

Arch is expected to issue up to $3,800 million aggregate principal amount of Notes, as described above, with the balance of the $3,800 million necessary to purchase all of the Shares pursuant to the Offer and to consummate the other transactions contemplated by the Merger Agreement to be paid using Arch Shares or Loans. If the offering of Notes, the issuance of Arch Shares and/or the incurrence of the Loans is not completed on or prior to the closing of the Offer, the Lenders have committed to provide the Bridge Facility which will consist of up to $3,800 million of unsecured bridge loans. Arch would be the borrower under the Bridge Facility. The initial loans under the Bridge Facility mature one year after the closing date of the Offer, provided, however that if any such initial loans remain outstanding on such date, such initial loans shall automatically be converted into extended term loans which mature on the eighth anniversary of the closing date of the Offer, subject to the right of the holders of any such initial loans or such extended term loans to exchange such loans for exchange notes, subject to certain customary restrictions, with such exchange notes maturing on the eighth anniversary of the closing date of the Offer. The Bridge Facility will be unsecured. The Lenders have been appointed as joint lead arrangers and joint bookrunners for the Bridge Facility. MSSF has been appointed as administrative agent for the Bridge Facility. Arch expects that the interest rate on the Bridge Facility will initially be approximately "LIBOR" plus 600 basis points with a "LIBOR floor" equal to 1.25% per annum. All obligations under the Bridge Facility will be guaranteed by each of the existing and future direct and indirect domestic restricted subsidiaries of Arch, other than (a) any bonding subsidiary, (b) any securitization subsidiary, (c) Arch Western Resources LLC and its subsidiaries, (d) any subsidiary that is a "controlled foreign corporation" under Section 957 of the Internal Revenue Code, (e) certain other subsidiaries of Arch which are also not required to be guarantors of Arch's outstanding senior notes, (f) unrestricted subsidiaries, (g) immaterial subsidiaries, (h) any subsidiary that is prohibited by applicable law, rule or regulation or by any contractual obligation from guaranteeing the Bridge Facility or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless such consent, approval, license or authorization has been received and (i) certain other exceptions to be agreed. All guarantees will be guarantees of payment and not of collection. The Bridge Facility will contain certain customary representations and warranties, affirmative and negative covenants, and events of default substantially consistent with Arch's outstanding senior notes."

The information set forth in the subsection captioned "Termination Fee" within the subsection captioned "The Merger Agreement" within Section 13 —"The Transaction Documents" of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"ICG shall pay Arch a non-refundable termination fee equal to $105 million, payable by wire transfer: (i) if the Merger Agreement is terminated pursuant to (vi) of the section entitled "— Termination" above, which fee shall be paid no later than two business days after the date of such termination; (ii) if the Merger Agreement is terminated pursuant to clause (ix) of the section entitled "— Termination" above, which fee shall be paid contemporaneously with the termination of the Merger Agreement; or (iii) if the Merger Agreement is terminated pursuant to clause (ii), clause (iv) or clause (v) of the section entitled "— Termination" above, and (a) prior to such termination, an ICG Takeover Proposal has been made known to ICG or been made directly to the stockholders of ICG generally or any person has publicly announced an intention (whether or not conditional) to make an ICG Takeover Proposal, and (b)(1) within 12 months of such termination ICG or any of its subsidiaries enters into a definitive agreement with respect to any ICG Takeover Proposal, (2) any ICG Takeover Proposal is consummated or (3) the ICG Board recommends an ICG Takeover Proposal."

The information set forth in the last paragraph within Section 15—"Conditions to the Offer" of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"The foregoing conditions are for the benefit of Arch and Merger Sub and may be asserted by Arch or Merger Sub regardless of the circumstances giving rise to any such conditions and may be waived by Arch or Merger Sub (other than the Minimum Condition with respect to which such waiver will only be effective with the written agreement of ICG) in whole or in part at any time and from time to time on or before the expiration of the Offer, in each case, subject to the terms of the Merger Agreement and applicable law. The failure by Arch or Merger Sub at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time on or before the

expiration of the Offer. All conditions to the Offer, other than conditions relating to any governmental approvals, must be satisfied or waived by Arch or Merger Sub on or before expiration of the Offer."

The information set forth in the subsection captioned "Shareholder Litigation" within Section 16—"Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is hereby amended and restated in its entirety to read as follows:

"*Shareholder Litigation.* On May 9 and May 11, 2011, two putative class action lawsuits were filed in the Court of Chancery of the State of Delaware purportedly on behalf of a class of shareholders of ICG, respectively docketed as *Kirby v. International Coal Group, Inc., et al.*, Case No. 6464 and *Kramer v. Wilbur L. Ross, Jr., et al.*, Case No. 6470. On May 19, 2011, a putative class action lawsuit was filed in the Court of Chancery of Delaware purportedly on behalf of a class of shareholders of ICG, docketed as *Isakov v. International Coal Group, Inc., et al.*, Case No. 6505 (collectively with the *Kirby* and *Kramer* actions, the "**Delaware Actions**"). Each of the complaints names as defendants ICG, members of the ICG Board, Arch, and Merger Sub. Each of the complaints alleges, *inter alia*, that the members of the ICG Board breached fiduciary duties owed to ICG's shareholders by failing to take steps to maximize the value of ICG to its shareholders or engage in an appropriate sales process in connection with the proposed transaction and that Arch and Merger Sub aided and abetted the alleged breach. The *Isakov* complaint further alleges that the members of the ICG Board breached their fiduciary duties by failing to disclose material information in ICG's 14D-9 filed on May 16, 2011. Plaintiffs seek relief that includes, *inter alia*, an injunction prohibiting the proposed transaction, an accounting, and costs and disbursements of the action, including attorneys' fees and experts' fees.

In addition, on May 9, 2011, two putative class action lawsuits were filed in the Circuit Court of Putnam County, West Virginia purportedly on behalf of a class of shareholders of ICG, docketed as *Walker v. International Coal Group, Inc., et al.*, Case No. 11-C-123 and *Huerta v. International Coal Group, Inc., et al.*, Case No. 11-C-124. On May 11, 2011, a putative class action lawsuit was filed in the Circuit Court of Kanawha County, West Virginia purportedly on behalf of a class of shareholders of ICG, docketed as *Goe v. International Coal Group, Inc., et al.*, Case No. 11-C-766. On May 13, 2011, a putative class action complaint was filed in the Circuit Court of Putnam County, West Virginia purportedly on behalf of a class of shareholders of ICG, docketed as *Eyster v. International Coal Group, Inc., et. al.*, Case No. 11-C-131 (collectively with the *Walker*, *Huerta*, and *Goe* actions, the "**West Virginia State Court Actions**"). Each of the complaints names as defendants ICG, members of the ICG Board, and Arch. The *Huerta* and *Eyster* complaints also name Merger Sub as a defendant. The *Goe* complaint also names certain officers of ICG, Arch's CEO and chairman of the board of directors, and Merger Sub as defendants. Each of the complaints alleges, *inter alia*, that ICG and/or the ICG directors and/or officers breached fiduciary duties owed to ICG's shareholders by failing to take steps to maximize the value of ICG to its shareholders or engage in an appropriate sales process in connection with the proposed transaction and that Arch aided and abetted the alleged breach. The *Huerta* and *Eyster* complaints also allege that ICG and Merger Sub aided and abetted the alleged breach. The *Goe* complaint additionally alleges that ICG is secondarily liable for the alleged breach and that Merger Sub and Arch's CEO and chairman of the board of directors aided and abetted the alleged breach. Plaintiffs seek relief that includes, *inter alia*, an injunction prohibiting the proposed transaction, rescission, and costs and disbursements of the action, including attorneys' fees and experts' fees.

On May 12, 2011, a putative class action lawsuit was filed in the United States District Court for the Southern District of West Virginia purportedly on behalf of a class of shareholders of ICG, docketed as *Giles v. ICG, Inc., et al.*, Case No. 3:11-0330 (the "**West Virginia Federal Court Action**," collectively with the West Virginia State Court Actions, the "**West Virginia Actions**"). The complaint names as defendants ICG, members of the ICG Board, Arch, and Merger Sub. The complaint alleges, *inter alia*, that the members of the ICG Board breached fiduciary duties owed to ICG's shareholders by failing to take steps to maximize the value of ICG to its shareholders or engage in an appropriate sales process in connection with the proposed transaction and that ICG, Arch and Merger Sub aided and abetted the alleged breach. Plaintiff seeks relief that includes, *inter alia*, an injunction prohibiting the proposed transaction, an accounting, and costs and disbursements of the action, including attorneys' fees and experts' fees.

On May 13, 2011, defendants in the Delaware Actions and the West Virginia Actions (collectively, the "**Actions**") filed motions in the Court of Chancery of the State of Delaware and the United States District Court for the Southern District of West Virginia seeking an order that the Actions proceed in a single jurisdiction, and postmarked the same motion to the Circuit Courts of Putnam and Kanawha Counties, West Virginia.

The defendants named in the Delaware Actions (the "**Delaware Defendants**") believe that the Delaware Actions are entirely without merit, and that they have valid defenses to all claims raised by the plaintiffs named in the Delaware Actions (collectively, the "**Delaware Plaintiffs**"). Nevertheless, and despite their belief that they ultimately would have prevailed in the defense of the Delaware Plaintiffs' claims, to avoid the time and expense that would be incurred by further litigation and the uncertainties inherent in such litigation, on May 26, 2011, the parties to the Delaware Actions entered into a memorandum of understanding (the "**MOU**") regarding a proposed settlement of all claims asserted therein. In connection with the MOU, Arch and Merger Sub agreed to reduce the amount of the proposed transaction's termination fee by $10 million, from $115 million to $105 million and ICG agreed to make certain supplemental disclosures in its Schedule 14D-9. The settlement is contingent upon, among other things, the execution of a formal stipulation of settlement and court approval, as well as the consummation of the proposed transaction. The foregoing description of the MOU is qualified in its entirety be reference to the MOU, a copy of which has been filed as Exhibit a(5)(E) to the Schedule TO."

Item 12. *Exhibits*.

Item 12 of the Schedule TO is hereby amended and supplemented as follows:

Exhibit No.	Description
(a)(5)(E)	Memorandum of Understanding, dated as of May 26, 2011.
(d)(6)	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.

SIGNATURES

After due inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: May 27, 2011

ATLAS ACQUISITION CORP.

By: /s/ John W. Eaves
Name: John W. Eaves
Title: President

ARCH COAL, INC.

By: /s/ John W. Eaves
Name: John W. Eaves
Title: President and Chief Operating Officer

EXHIBIT INDEX

Exhibit No.	Description
(a)(1)(A)	Offer to Purchase dated May 16, 2011.*
(a)(1)(B)	Letter of Transmittal (including Form W-9).*
(a)(1)(C)	Notice of Guaranteed Delivery.*
(a)(1)(D)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Summary Newspaper Advertisement published in The Wall Street Journal on May 16, 2011.*
(a)(5)(A)	Joint Press Release issued by Arch Coal, Inc. and International Coal Group, Inc. on May 2, 2011 (incorporated in this Schedule TO by reference to the Current Report on Form 8-K filed by Arch Coal, Inc. on May 3, 2011).
(a)(5)(B)	Transcript of Investor Call regarding announcement of Merger Agreement (incorporated in this Schedule TO by reference to the Schedule TO-C filed by Arch Coal, Inc. on May 3, 2011).
(a)(5)(C)	Investor Presentation (incorporated in this Schedule TO by reference to the Schedule TO-C filed by Arch Coal, Inc. on May 3, 2011).
(a)(5)(D)	Joint Press Release issued by Arch Coal, Inc. and International Coal Group, Inc. on May 16, 2011.*
(a)(5)(E)	Memorandum of Understanding, dated as of May 26, 2011.
(b)(1)	Debt Commitment Letter dated as of May 2, 2011 by and among Morgan Stanley Senior Funding, Inc., PNC Bank, National Association, PNC Capital Markets LLC and Arch Coal, Inc. (incorporated in this Schedule TO by reference to the Schedule TO-C filed by Arch Coal, Inc. on May 3, 2011).
(d)(1)	Agreement and Plan of Merger dated as of May 2, 2011 among Arch Coal, Inc., Atlas Acquisition Corp. and International Coal Group, Inc. (incorporated in this Schedule TO by reference to the Current Report on Form 8-K filed by Arch Coal, Inc. on May 3, 2011).
(d)(2)	Tender and Voting Agreement dated as of May 2, 2011 by and among Arch Coal, Inc., Atlas Acquisition Corp. and certain stockholders of International Coal Group, Inc. (incorporated in this Schedule TO by reference to the Current Report on Form 8-K filed by Arch Coal, Inc. on May 3, 2011).
(d)(3)	Tender and Voting Agreement dated as of May 2, 2011 by and among Arch Coal, Inc., Atlas Acquisition Corp. and certain stockholders of International Coal Group, Inc. (incorporated in this Schedule TO by reference to the Current Report on Form 8-K filed by Arch Coal, Inc. on May 3, 2011).
(d)(4)	Non-Disclosure Agreement dated as of February 25, 2011 between International Coal Group, Inc. and Arch Coal, Inc.*
(d)(5)	Letter Agreement dated as of March 15, 2011 between International Coal Group, Inc. and Arch Coal, Inc.*
(d)(6)	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.
(g)	Not applicable.
(h)	Not applicable.

* Previously filed.

Memorandum of Understanding

WHEREAS, the parties to the action in the Court of Chancery of the State of Delaware (the "Delaware Court") styled *In re International Coal Group, Inc. Shareholders Litigation*, C.A. No. 6464-VCP (the "Consolidated Delaware Action" or the "Action") have reached an agreement-in-principle providing for the settlement of the Consolidated Delaware Action on the terms and subject to the conditions set forth below;

WHEREAS, on or about May 2, 2011, International Coal Group, Inc. ("ICG") executed a Merger Agreement (the "Merger Agreement") with Arch Coal, Inc. and Atlas Acquisition Corp. (collectively, "Arch" or "Purchaser") whereby Purchaser would acquire ICG by means of a cash tender offer for $14.60 per share ("the Merger Consideration") followed by a second step merger at the same price (the "Proposed Transaction");

WHEREAS, on May 9, 2011, Teri Kirby commenced a class action in the Delaware Court against ICG, ICG's directors, and Purchaser, on behalf of herself and all of ICG's public shareholders other than the named defendants and any related parties, styled *Kirby v. International Coal Group, Inc., et al.*, C.A. No. 6464-VCP (the "Kirby Action"), alleging, among other things, that the individual defendants named in the Kirby Action had breached their fiduciary duties in connection with the Proposed Transaction and that Purchaser had aided and abetted such breaches of fiduciary duty, and seeking, among other things, an injunction enjoining the consummation of the Proposed Transaction;

WHEREAS, on May 11, 2011, Hillary Kramer commenced a class action in the Delaware Court against ICG, ICG's directors, and Purchaser, on behalf of herself and all of ICG's public shareholders other than the named defendants and any related parties, styled *Kramer v. International Coal Group, Inc., et al.*, C.A. No. 6470-VCP (the "Kramer Action"), alleging, among other things, that the individual defendants named in the Kramer Action had breached their fiduciary duties in connection with the Proposed Transaction and that Purchaser had aided and abetted such breaches of fiduciary duty, and seeking, among other things, an injunction enjoining the consummation of the Proposed Transaction;

WHEREAS, between May 9 and May 13, 2011, various additional class actions were filed in West Virginia state and federal courts arising out of the same facts and/or claims raised in the Kirby and Kramer Actions, styled *Walker v. International Coal Group, Inc., et al.*, Case No. 11-C-123; *Huerta v. International Coal Group, Inc., et al.*, Case No. 11-C-124; *Goe v. International Coal Group, Inc., et al.*, Case No. 11-C-766; *Eyster v. International Coal Group, Inc., et. al.*, Case No. 11-C-131; and *Giles v. ICG, Inc., et al.*, Case No. 3:11-0330 (the "West Virginia Actions");

WHEREAS, on May 11, 2011, the plaintiff in the Kirby Action filed a motion for expedited discovery and preliminary injunction;

WHEREAS, between May 12 and May 17, 2011, the parties in the Kirby Action and the Kramer Action negotiated in good faith a case management order scheduling expedited discovery and a preliminary injunction hearing on June 9, 2011, subsequently adopted and entered by the Delaware Court on May 18, 2011 (the "Scheduling Order");

WHEREAS, on May 16, 2011, ICG filed a Schedule 14D-9 Recommendation Statement ("14D-9"), which includes the unanimous recommendation of the ICG board of directors that ICG shareholders tender their shares in the tender offer and, if necessary, vote in favor of the adoption of the Merger Agreement;

WHEREAS, on May 18, 2011, the Delaware Court entered an order (the "Consolidation Order") (i) consolidating the Kirby Action and the Kramer Action, and (ii) designating the caption of the consolidated case as *In re International Coal Group, Inc. Shareholders Litigation*, Consolidated C.A. No. 6464-VCP. The Consolidation Order appointed Faruqi & Faruqi LLP ("Faruqi & Faruqi") and Gardy & Notis, LLP ("Gardy & Notis") as Plaintiffs' Co-Lead Counsel and authorized Faruqi & Faruqi and Gardy & Notis to coordinate the prosecution of all aspects of the Consolidated Delaware Action, including the negotiation of a settlement, subject to approval of Plaintiffs and the Delaware Court;

WHEREAS, on May 19, 2011, Isak Isakov commenced a class action in the Delaware Court against ICG, ICG's directors, and Purchaser, on behalf of himself and all of ICG's public shareholders other than the named defendants and any related parties, styled *Isakov v. International Coal Group, Inc. et al.*, C.A. No. 6505-VCP (the "Isakov Action"), alleging, among other things, that the individual defendants named in the Isakov Action had breached their fiduciary duties in connection with the Proposed Transaction and the disclosures in the 14D-9 and that Purchaser had aided and abetted such breaches of fiduciary duty, and seeking, among other things, an injunction enjoining the consummation of the Proposed Transaction;

WHEREAS, on May 19, 2011, the plaintiff in the Isakov Action requested consolidation into the Consolidated Delaware Action;

WHEREAS, for purposes of this MOU, the Isakov Action is considered a part of the Consolidated Delaware Action as defined herein;

WHEREAS, Defendants produced to Plaintiffs numerous documents, including relevant emails to and from Bennett Hatfield, president and chief executive officer of ICG, relevant documents given by ICG to Purchaser in connection with Purchaser's due diligence for the Proposed Transaction, minutes of meetings of the ICG Board concerning the Proposed Transaction, and written presentations made to the ICG Board by UBS Securities LLC, which served as ICG's financial advisor and rendered a fairness opinion to the ICG Board in connection with the Proposed Transaction;

WHEREAS, on May 20, 2011, Plaintiffs in the Consolidated Delaware Action deposed Wilbur L. Ross, Jr., ICG's Chairman of the Board;

WHEREAS, following the aforementioned discovery, counsel for Defendants ("Defendants' Counsel") and Plaintiffs' Co-Lead Counsel began to engage in arm's-length discussions and negotiations regarding a potential resolution of the claims asserted in the Consolidated Delaware Action;

WHEREAS, on May 23, 2011, Plaintiffs in the Consolidated Delaware Action deposed Bennett Hatfield, ICG's Chief Executive Officer;

WHEREAS, counsel for the parties hereto (the "Parties") have not negotiated the amount or appropriateness of any potential application by Plaintiffs' Co-Lead Counsel for attorneys' fees prior to reaching agreement on terms of the agreement-in-principle to resolve the Consolidated Delaware Action memorialized herein;

WHEREAS, Defendants acknowledge that they considered the disclosure and other claims raised by Plaintiffs in the Consolidated Delaware Action in determining to make the Supplemental Disclosures (defined below), as provided in Paragraph 1 of this Memorandum of Understanding ("MOU"), in exchange for Plaintiffs' agreement-in-principle to settle the Consolidated Delaware Action, and that the claims asserted by Plaintiffs in the Consolidated Delaware Action, the efforts of Plaintiffs' Co-Lead Counsel in prosecuting the Consolidated Delaware Action and the negotiations with Plaintiffs' Co-Lead Counsel in the Consolidated Delaware Action were a cause of the Supplemental Disclosures (defined below);

WHEREAS, Defendants have denied, and continue to deny all allegations of wrongdoing, fault, liability or damage to Plaintiffs or the Class (defined below), deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that the 14D-9 is in any way deficient or that it in any way fails to disclose all material information concerning the Proposed Transaction to ICG's shareholders, deny that they acted improperly in any way, believe that they acted properly at all times, believe that the Consolidated Delaware Action has no merit, and maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Proposed Transaction or any public disclosures, but wish to settle for the reasons set forth herein;

WHEREAS, the entry by Plaintiffs into this MOU is not an admission as to the lack of merit of any claims asserted in the Consolidated Delaware Action;

WHEREAS, the Parties recognize the time and expense that would be incurred by further litigation and the uncertainties inherent in such litigation;

WHEREAS, the Parties have reached an agreement-in-principle set forth in this MOU providing for settlement of the Consolidated Delaware Action on the terms and conditions set forth below, which would include but not be limited to a release of all claims which were or could have been asserted in the Consolidated Delaware Action or the West Virginia Actions; and

WHEREAS, Plaintiffs' Co-Lead Counsel have concluded that the terms contained in this MOU are fair and adequate to ICG, its shareholders, and members of the Class (as defined below), and the Parties believe that it is reasonable to pursue the settlement of the Consolidated Delaware Action based upon the procedures and terms outlined herein and the benefits and protections offered hereby, and the Parties wish to document their agreement in this MOU.

NOW THEREFORE, the Parties reached the following agreement-in-principle which, when reduced to a settlement agreement (the "Settlement Agreement") and approved by the Delaware Court, is intended to be a full and final resolution of the Released Claims (defined below) (the "Settlement"). The Parties and their respective counsel agree to cooperate fully and to use their best efforts to effectuate the Settlement, which through the Settlement Agreement shall provide for and encompass the following and other customary terms:

1. **Supplemental Disclosures and Merger Agreement Revisions.** In consideration for the full settlement and release of all of the Released Claims (defined below) and as a result of the pendency and prosecution of the Consolidated Delaware Action, ICG will make additional disclosures identified in the document attached hereto as Exhibit A (the "Supplemental Disclosures") in an amendment to the 14D-9 to be filed with the SEC no later than May 27, 2011 and to revise the Proposed Transaction Merger Agreement to reduce the Company Termination Fee (the "Termination Fee") by $10 million, to $105 million.

2. **Confirmatory Discovery.** Plaintiffs in the Consolidated Delaware Action shall have the right to conduct additional discovery to confirm the fairness of the Settlement as reasonable and necessary, the scope of which shall be agreed upon by the parties.

3. **Certification of Class.** The Settlement Agreement shall provide for the conditional certification in the Consolidated Delaware Action, for settlement purposes only, of a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) that includes any and all record holders and beneficial owners of ICG common stock who held any such share(s) at any time between and including May 2, 2011 and the effective date of consummation of the Proposed Transaction, and their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, but excluding the specifically named Defendants (the "Class").

4. **Representations of the Parties and Counsel.** Defendants deny and continue to deny that they have committed or aided or abetted in the commission of any unlawful or wrongful act alleged in the Consolidated Delaware Action or the West Virginia Actions, maintain that they diligently and scrupulously complied with their fiduciary duties (to the extent such duties exist), that the 14D-9 contains all material information necessary for ICG stockholders to make a fully-informed decision on the Proposed Transaction and deny that any additional disclosure (including without limitation the Supplemental Disclosure described in Paragraph

1 hereof) is necessary, and Defendants are entering into this MOU solely because the proposed settlement will eliminate the burden of litigation. Plaintiffs' Co-Lead Counsel believe that Defendants would assert significant legal and factual defenses to Plaintiffs' claims made in the Consolidated Delaware Action and, as a result, that the terms of this MOU and the terms of the Proposed Transaction are fair, reasonable, adequate, and in the best interest of all members of the Class. Plaintiffs' Co-Lead Counsel further represent that none of the Released Claims or causes of action referred to in this MOU have been assigned, encumbered, or otherwise transferred, in whole or in part. Teri Kirby, Hillary Kramer and/or Isak Isakov, who will seek to be class representative(s) in connection with the approval of the proposed settlement ("Lead Plaintiffs"), each represent and warrant that they have been a shareholder in ICG throughout the period referenced in Paragraph 3 and that they have not assigned, encumbered, or in any manner transferred in whole or in part the claims in the Consolidated Delaware Action. Each of the undersigned attorneys affirms that he or she has been duly empowered and authorized to enter into this MOU.

5. **Modifications to Proposed Transaction.** Plaintiffs acknowledge and agree that Purchaser and/or ICG may make further amendments or modifications to the Proposed Transaction not described here prior to the effective date of the Proposed Transaction to facilitate the consummation of the Proposed Transaction. Plaintiffs agree that they will not challenge or object to any such amendments or modifications so long as they are not inconsistent with the material terms of the Settlement set forth in this MOU or the fiduciary duties, if any, of any defendants.

6. **Stay Pending Court Approval.** Pending negotiation, execution and Final Approval (defined below) of the Settlement Agreement and Settlement by the Delaware Court, Lead Plaintiffs agree to stay the proceedings in the Consolidated Delaware Action and to stay and not to initiate any other proceedings other than those incident to the Settlement itself and, if necessary, request and stipulate that the Delaware Court enter an order staying the Consolidated Delaware Action. Upon the execution of this MOU, the parties agree that, except as provided herein, all outstanding discovery obligations (including non-party discovery obligations) will be stayed without date and to jointly request that the Court stay any further proceedings in the Action pending submission of the Settlement for the Court's approval. Counsel to the parties further agree not to initiate any proceedings other than those incident to effecting the Settlement itself, not to seek any interim relief in favor of any member of the Class, and to seek to remove or withdraw any pending requests for interim relief (including, but not limited to, preliminary injunction motions in the Action). The Parties' respective deadlines to respond to any filed or served pleadings or discovery requests are extended indefinitely. As used in this MOU, the term "Final Approval" of the Settlement means that the Delaware Court has entered a final order and judgment certifying the Class, approving the Settlement, dismissing the Consolidated Delaware Action with prejudice on the merits and with each party to bear its own costs (except those costs set forth in paragraphs 8 and 9 below) and providing for such release language as set forth in paragraph 7 below, and that such final order and judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, writ of

certiorari, lapse of time or otherwise; provided, however, and notwithstanding any provision to the contrary in this MOU, Final Approval shall not include (and the Settlement is expressly not conditioned on) the approval of attorneys' fees and the reimbursement of expenses to Plaintiffs' Co-Lead Counsel as provided in paragraph 9 below, and any appeal related thereto. The Parties also agree to use their best efforts to prevent, stay or seek dismissal of or oppose entry of any interim or final relief in favor of any member of the Class in any other litigation against any of the Parties to this MOU which challenges the Settlement, the Proposed Transaction, including any transactions contemplated thereby, or otherwise involves, directly or indirectly, a Released Claim (defined below).

7. **Dismissal With Prejudice, Waiver & General Release.** The Settlement Agreement shall expressly provide, among other things:

a) for the full and complete discharge, dismissal with prejudice on the merits, settlement and release of, and a permanent injunction barring, any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), that Plaintiffs or any or all members of the Class ever had, now have, or may have, or otherwise could, can or might assert, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, against any of the Released Parties (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of ICG), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Consolidated Delaware Action or the subject matter of the Consolidated Delaware Action in any court, tribunal, forum or proceeding, including, without limitation, any and all claims which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Proposed Transaction or the issuance of any securities in connection therewith, (ii) any deliberations or negotiations in

connection with the Proposed Transaction, including the process of deliberation or negotiation by each of Purchaser and/or ICG and any of their respective officers, directors or advisors, (iii) the consideration to be received by Class members in connection with the Proposed Transaction, (iv) the 14D-9, the Supplemental Disclosures or any other disclosures, SEC filings, public filings, periodic reports, press releases, proxy statements or other statements issued, made available or filed relating, directly or indirectly, to the Proposed Transaction, including without limitation claims under any and all federal securities laws (including those within the exclusive jurisdiction of the federal courts), (v) the fiduciary obligations of the Released Parties (defined below) in connection with the Proposed Transaction, (vi) the fees, expenses or costs incurred in prosecuting, defending, or settling the Consolidated Delaware Action except for the Fee Application as described in paragraph 9 below, (vii) any of the allegations in any complaint or amendment(s) thereto filed in the Consolidated Delaware Action; or (viii) any deliberations, negotiations, representations, omissions or other conduct leading to the execution of this MOU or the Settlement Agreement (collectively, the "Released Claims"); provided, however, that the Released Claims shall not include (x) the right to enforce this MOU, the Settlement or the Settlement Agreement or (y) claims for statutory appraisal in connection with the Proposed Transaction by ICG stockholders who properly perfect such appraisal claims and do not otherwise waive their appraisal rights;

b) that "Released Parties" means, whether or not each or all of the following persons or entities were named, served with process or appeared in the Consolidated Delaware Action, (i) International Coal Group, Inc., Arch Coal, Inc., Atlas Acquisition Corp., Wilbur L. Ross, Jr., Bennett K. Hatfield, Cynthia B. Bezik, Maurice E. Carino, Jr., William J. Catacosinos, Stanley N. Gaines, Samuel A. Mitchell, Wendy L. Teramoto, (ii) any person or entity which is, or was related to or affiliated with any or all of them or in which any or all of them has or had a controlling interest, and (iii) the respective past and present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, principals, officers, directors, managing directors, members, managers, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors, consultants, bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, attorneys, personal or legal

representatives, accountants, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing;

c) that "Unknown Claims" means any claim that Lead Plaintiffs or any member of the Class do not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to any of the Released Claims, the Parties stipulate and agree that upon Final Approval of the Settlement, Lead Plaintiffs shall expressly and each member of the Class shall be deemed to have, and by operation of the final order and judgment by the Delaware Court shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims and/or is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Lead Plaintiffs, and by operation of law the members of the Class, to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Lead Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Defendants in entering into the Settlement Agreement;

d) that Defendants release all claims against Lead Plaintiffs, members of the Class, and their counsel arising out of or relating to the institution, prosecution, and resolution of the Consolidated Delaware Action (the "Release of Plaintiffs"); provided, however, that the Release of Plaintiffs

shall not include the right to enforce the confidentiality stipulation agreed upon by the Parties, this MOU or the Settlement Agreement;

e) that all Defendants have vigorously denied, and continue to vigorously deny, any wrongdoing or liability with respect to all claims asserted in the Consolidated Delaware Action, including that they have committed any violations of law, that they have acted improperly in any way, that they have any liability or owe any damages of any kind to Lead Plaintiffs and/or the Class, and that any additional disclosures (including the additional disclosures made in the Supplemental Disclosures) are required under any applicable rule, regulation, statute, or law, but are entering into this MOU and will execute the Settlement Agreement solely because they consider it desirable that the Consolidated Delaware Action be settled and dismissed with prejudice in order to, among other things, (i) eliminate the burden, inconvenience, expense, risk and distraction of further litigation, (ii) finally put to rest and terminate all the claims which were or could have been asserted against Defendants in the Consolidated Delaware Action, and (iii) thereby permit the Proposed Transaction to proceed without risk of injunctive or other relief;

f) that all Defendants shall have the right to withdraw from the Settlement in the event that (i) any court temporarily, preliminarily or permanently enjoins or otherwise precludes the Proposed Transaction or any part thereof, or (ii) any claim related to the subject matter of the Consolidated Delaware Action, the Proposed Transaction, or the Released Claims is commenced or prosecuted against any of the Released Parties in any court prior to Final Approval of the Settlement, and (following a motion by any Released Party) any such claim is not dismissed with prejudice or stayed in contemplation of dismissal with prejudice following Final Approval. In the event that any such claim is commenced or prosecuted against any of the Released Parties, the Plaintiffs will cooperate with Defendants in Defendants' efforts to secure the dismissal with prejudice (or a stay in contemplation of dismissal with prejudice, following Final Approval of the Settlement) thereof;

g) for entry of a final and binding judgment dismissing the Consolidated Delaware Action with prejudice (whether voluntary or involuntary) and, except as set forth in paragraphs 8 and 9 herein, without costs to any Party;

h) that the Settlement and the payment of any attorneys' fees awarded by the Delaware Court is expressly conditioned upon the Proposed Transaction becoming effective under Delaware law; and

i) that in the event the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

8. **Notice.** ICG shall be responsible for providing notice of the Settlement to the members of the Class and ICG or its successor(s) in interest shall pay all reasonable costs and expenses incurred in providing notice of the Settlement to the members of the Class.

9. **Fees.** Plaintiffs and Plaintiffs' Co-Lead Counsel intend to petition the Delaware Court for an award of fees and expenses in connection with the Consolidated Delaware Action (the "Fee Application"). Defendants reserve all rights with respect to the Fee Application. The Fee Application shall be Plaintiffs' and/or Plaintiffs' Co-Lead Counsel's sole application for an award of fees or expenses in connection with any litigation concerning the Proposed Transaction. Final resolution by the Delaware Court of the Fee Application shall not be a precondition to the dismissal of the Consolidated Delaware Action in accordance with the Settlement Agreement, and the Settlement Agreement shall provide that the Fee Application may be considered separately from the proposed Settlement. The Parties acknowledge and agree that ICG or its successor(s) in interest shall cause to be paid on behalf of the ICG directors and ICG, any fees and expenses awarded by the Delaware Court to Plaintiffs' Co-Lead Counsel. Subject to the terms and conditions of this MOU, and the terms and conditions of the Settlement contemplated hereby, ICG or its successor(s) in interest shall, within ten (10) business days after the date of any order awarding attorneys' fees and/or expenses to Plaintiffs' Co-Lead Counsel becomes final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, writ of certiorari, lapse of time or otherwise (the "Fee Payment Date"), pay or cause to be paid the amount of such award to Faruqi & Faruqi for distribution to and among Plaintiffs' Co-Lead Counsel. Notwithstanding any other provision of this MOU, no fees or expenses shall be due or payable to Plaintiffs' Co-Lead Counsel in the absence of consummation of the Proposed Transaction, Final Approval of a final order and judgment entered by the Delaware Court which contains a release of the Released Claims, and dismissal with prejudice of the claims asserted against the Defendants in the Consolidated Delaware Action. Any such payment shall be made subject to Plaintiffs' Co-Lead Counsel's joint and several obligations to make refunds or repayment to ICG (or any successor entity) if any specified condition to the Settlement is not satisfied or, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any dismissal order is reversed or the fee or costs award is reduced or reversed.

10. **Approval.** The Settlement Agreement is subject to Delaware Court approval, including the Fee Application referred to in foregoing paragraph; provided, however, that the Delaware Court's approval of the Settlement is not contingent on its approval of the Fee Application. The Parties will attempt in good faith and use their best efforts to negotiate and mutually agree promptly upon the content and form of all documentation as may be required to obtain Final Approval of the Settlement and dismissal of the Consolidated Delaware Action.

11. **Binding Effect.** This MOU is subject to the following, which the Parties agree to use their best efforts to achieve: (a) the drafting and execution of a definitive Settlement Agreement by the Parties (and such other documentation as may be required to obtain final approval by the Delaware Court of the Settlement); (b) Final Approval of the Settlement by the Court; (c) dismissal with prejudice of the Consolidated Delaware Action as to all members of the Class (including Lead Plaintiffs) and entry by the Delaware Court of a final order and judgment containing such release language as is contained in the Settlement Agreement; and (d) the consummation of the Proposed Transaction. This MOU shall be rendered null and void and of no force and effect in the event that Final Approval of the Settlement fails to occur, any court temporarily, preliminarily or permanently enjoins or otherwise precludes the Proposed Transaction or any part thereof or the Proposed Transaction is not consummated for any reason. Additionally, all Defendants may, but are not obligated to, render this MOU null and void in the event that any Released Claims are prosecuted against any of the Released Parties and (subject to a motion by such defendant Released Party(ies)) such claims are not dismissed with prejudice or stayed in contemplation of dismissal of the Consolidated Delaware Action. In any event of nullification of this MOU, the Parties shall be deemed to be in the position they were in prior to the execution of this MOU and the statements made herein and in connection with the negotiation of the MOU or the Settlement shall not be deemed to prejudice in any way the positions of the Parties with respect to the Consolidated Delaware Action, or to constitute an admission of fact of wrongdoing by any Party, shall not be used by or entitle any Party to recover any fees, costs or expenses incurred in connection with the Consolidated Delaware Action, and neither the existence of this MOU nor its contents nor any statements made in connection with the negotiation of this MOU or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Consolidated Delaware Action, or in any other litigation or judicial proceeding.

12. **Return of Documents.** Plaintiffs' Co-Lead Counsel agree that within ten (10) days of Final Approval of the Settlement, they will return to the producing party all discovery material obtained from the producing party, including all documents produced by and/or deposition testimony given by, any of Defendants (including, without limitation, their employees, affiliates, agents, representatives, attorneys, and third party advisors) and any materials containing or reflecting discovery material (herein "Discovery Material"), or certify in writing that such Discovery Material has been destroyed; provided, however, that Plaintiffs' Co-Lead Counsel shall be entitled to retain all filings, court papers, and attorney work product containing or reflecting Discovery Material, subject to the requirement that Plaintiffs' Co-Lead Counsel shall not disclose any Discovery Material contained or referenced in such materials to any person except pursuant to court order or agreement with Defendants. The Parties agree to submit to the Delaware Court any dispute concerning the return or destruction of Discovery Material.

13. **No Admission.** The fact of and provisions contained in this MOU, and all negotiations, discussions, actions and proceedings in connection with this MOU shall not be deemed or constitute a presumption, concession or an admission by any Party, any signatory hereto or

any Released Party of any fault, liability or wrongdoing or lack of any fault, liability or wrongdoing, as to any facts or claims alleged or asserted in the Consolidated Delaware Action or any other actions or proceedings, and shall not be interpreted, construed, deemed, involved, invoked, offered or received in evidence or otherwise used by any person in the Consolidated Delaware Action or any other action or proceeding, whether civil, criminal or administrative, except in connection with any proceeding to enforce the terms of this MOU. The fact of and provisions contained in this MOU, and all negotiations, discussions, actions and proceedings leading up to the execution of this MOU, are confidential and intended for settlement discussions only. If the Settlement does not receive Final Approval, the Parties shall revert to their respective litigation positions as if this MOU never existed.

14. **Choice of Law and Forum Selection.** This MOU, the Settlement Agreement and Settlement contemplated by it, and any dispute arising out of or relating in any way to this MOU, the Settlement Agreement or the Settlement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to conflict of laws principles. Each of the Parties (a) irrevocably submits to the personal jurisdiction of any state court sitting in Wilmington, Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this MOU, the Settlement and/or the Settlement Agreement, (b) agrees that all claims in respect of such suit, action or proceeding shall be brought, heard and determined exclusively in the Delaware Court of Chancery (provided that, in the event that subject matter jurisdiction is unavailable in that court, then all such claims shall be brought, heard and determined exclusively in any other state court sitting in Wilmington, Delaware), (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (d) agrees not to bring any action or proceeding arising out of or relating to this MOU, the Settlement and/or the Settlement Agreement in any other court, and (e) expressly waives, and agrees not to plead or to make any claim that any such action or proceeding is subject (in whole or in part) to a jury trial. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding brought in accordance with this paragraph. Each of the Parties further agrees to waive any bond, surety or other security that might be required of any other party with respect to any action or proceeding, including an appeal thereof. Each of the Parties further consents and agrees that process in any suit, action or proceeding may be served on such Party by certified mail, return receipt requested, addressed to such Party or such Party's registered agent in the state of its incorporation or organization, or in any other manner provided by law, and in the case of Plaintiffs by giving such written notice to James C. Strum, 20 Montchanin Road, Suite 145, Wilmington, DE 19807.

15. **Execution by Counterparts.** The Parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this MOU in the presence of all other Parties.

16. **Severability.** Should any part of this MOU be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this MOU should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

17. **Miscellaneous.** This MOU constitutes the entire agreement among the Parties with respect to the subject matter hereof, supersedes all written or oral communications, agreements or understandings that may have existed prior to the execution of this MOU, and may be modified or amended only by a writing signed by the signatories hereto. This MOU shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors and assigns; *provided*, that no party shall assign or delegate its rights or responsibilities under this MOU without the prior written consent of the other Parties. The Released Parties who are not signatories hereto shall be third party beneficiaries under this MOU entitled to enforce this MOU in accordance with its terms.

[Signatures Appear On The Following Pages]

ROSENTHAL, MONHAIT & GODDESS, P.A.

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OF COUNSEL:

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Paul Curnin
George Wang
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New York, NY 10017
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Dated: May 26, 2011

RICHARDS LAYTON & FINGER, P.A.

/s/ MARGOT F. ALICKS
Raymond J. DiCamillo (#3188)
Margot F. Alicks (#5127)
One Rodney Square
920 North King Street
Wilmington, DE 19801
(302) 651-7700
Attorneys for Defendants Arch Coal, Inc. and Atlas Acquisition Corp.

AMENDMENT TO
AGREEMENT AND PLAN OF MERGER
BY AND AMONG
ARCH COAL, INC.,
ATLAS ACQUISITION CORP.
AND
INTERNATIONAL COAL GROUP, INC.

Dated as of May 26, 2011

THIS AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER, dated as of May 26, 2011 (this "***Amendment***"), is entered into by and among Arch Coal, Inc., a Delaware corporation ("***Parent***"), Atlas Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent ("***Merger Sub***"), and International Coal Group, Inc., a Delaware corporation (the "***Company***"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement and Plan of Merger, dated as of May 2, 2011, by and among Parent, Merger Sub and the Company (the "***Merger Agreement***").

WHEREAS, the parties desire to amend the Merger Agreement so as to decrease the Company Termination Fee;

WHEREAS, the Board of Directors of the Company, and the respective Boards of Directors of Parent and Merger Sub have each approved this Amendment; and

WHEREAS, the parties have agreed to amend the Merger Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment of Section 8.3. The reference to "$115 million" in Section 8.3(b) of the Merger Agreement is hereby amended to be "$105 million".

2. References to the Merger Agreement. After giving effect to this Amendment, each reference in the Merger Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment and all references in the Company Disclosure Letter or the Parent Disclosure Letter to "the Agreement" and "the Merger Agreement" shall refer to the Merger Agreement as amended by this Amendment.

3. Construction. All references in the Merger Agreement, the Company Disclosure Letter and the Parent Disclosure Letter to "the date hereof" and "the date of this Agreement" shall refer to May 2, 2011.

4. Other Miscellaneous Terms. The provisions of Article IX (General Provisions) of the Merger Agreement shall apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms therein as modified hereby.

5. No Further Amendment. Except as amended hereby, the Merger Agreement, shall remain in full force and effect. Nothing herein shall affect, modify or limit any waiver or consent granted by any party pursuant to the Merger Agreement. Each such waiver or consent remains in full force and effect.

[*Signatures Appear on the Following Page*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

ARCH COAL, INC.

By: /s/ John Eaves
Name: John Eaves
Title: President and Chief Operating Officer

ATLAS ACQUISITION CORP.

By: /s/ John Eaves
Name: John Eaves
Title: President

INTERNATIONAL COAL GROUP, INC.

By: /s/ Bennett K. Hatfield
Name: Bennett K. Hatfield
Title: President and Chief Executive Officer

May 27, 2011

VIA EDGAR, FACSIMILE ((202) 772-9203) AND FEDEX

Re: International Coal Group, Inc.
Amendment No. 1 to Schedule TO filed on May 20, 2011
Schedule TO-T filed on May 16, 2011
Schedule TO-C filed on May 3, 2011
Filed by Atlas Acquisition Corp. and Arch Coal, Inc.
File No. 5-81154

Peggy Kim, Esq.
Special Counsel
Office of Mergers & Acquisitions
Division of Corporation Finance
100 F Street, N.E.
Washington, D.C. 20549

Dear Ms. Kim:

On behalf of our clients, Altas Acquisition Corp. (the "Company") and Arch Coal, Inc. ("Parent," and together with the Company, the "Filing Persons"), we have set forth below the responses to the comments of the staff (the "Staff") of the Securities and Exchange Commission (the "Commission") contained in your letter dated May 23, 2011 (the "Comment Letter") regarding the Filing Persons' Tender Offer Statement on Schedule TO-T (the "Schedule TO") filed on May 16, 2011, as amended on May 20, 2011, and Tender Offer Statement on Schedule TO-C filed on May 3, 2011, in each case, in connection with the Company's tender offer for the outstanding shares of common stock of International Coal Group, Inc. The headings and pages below correspond to the headings and pages in the Comment Letter and Offer to Purchase, respectively. To facilitate your review, we have reproduced the text of the Staff's comments in italics below.

Amendment No. 2 to the Schedule TO ("Amendment No. 2") is being filed, via EDGAR, contemporaneously with the submission of this response letter.

All capitalized terms used but not defined herein have the meanings ascribed to them in the Schedule TO, as amended.

Schedule TO-C

Exhibit 99.3

1. *Please revise to omit the reference to the Private Securities Litigation Reform Act of 1995,*

since the safe harbor is not available for statements made in connection with a tender offer. Refer to Section 27A(b)(2)(C) of the Securities Act and Section 21E(b)(2)(C) of the Exchange Act. Please also refrain from making further references to the PLSRA or its safe harbor provisions in any future press release or other communications relating to this offer.

In response to the Staff's comment, we note that the reference to the Private Securities Litigation Reform Act of 1995 (the "PSLRA") was included in oral comments made by a representative of Parent during a conference call with analysts and investors on May 2, 2011 and reflected in a transcript of such call filed as Exhibit 99.3 to the Schedule TO-C filed by the Filing Persons on May 3, 2011. We believe that it may be impractical to omit this reference to the PLSRA as the Staff has suggested via an amendment to the Schedule TO-C given the nature of this comment and the date on which the transcript was filed. We further note that no references to the PLSRA have been made in any press releases or other communications relating to the Offer subsequent to May 3, 2011. At the Staff's suggestion, the Filing Persons will continue to refrain from making references to the PSLRA or its safe harbor provisions in future press releases and other communications relating to the Offer.

Schedule TO

Offer to Purchase

Source and Amount of Funds, page 24

2. *We note that Arch will obtain funds from the issuance of notes or shares, other indebtedness or some combination. To the extent that Arch is unable to issue the notes, shares or loans for the entire $3.8 billion amount, Arch has a commitment letter for a bridge facility. We note, however, that the entire $3.8 billion in proceeds of the bridge facility may not be available to pay for all of the shares tendered in the offer. In this regard, we note that the bridge facility will be used first to repay or redeem outstanding indebtedness and then will be available to fund only part of the cash consideration for the offer. Generally, when an offer is not financed, or when an offeror's ability to obtain financing is uncertain, a material change will occur in the information previously disclosed when the offer becomes fully financed. Under Rule 14d-3(b)(1), an offeror is required to promptly file an amendment to its Schedule TO disclosing this material change. Please confirm that the offerors will disseminate the disclosure of this change in a manner reasonably calculated to inform security holders as required by Rule 14d-4(d). In addition, please confirm that five business days will remain in the offer following disclosure of the change or that the offer will be extended so that at least five business days remain in the offer. Refer to Exchange Act Release Nos. 23421 (July 11, 1986 at footnote 70) and 24296 (April 3, 1987).*

In response to the Staff's comment, the Filing Persons have amended the disclosure in the Offer to Purchase under the section captioned "Source and Amount of Funds" to clarify that the Offer is fully financed, that the proceeds available from the bridge facility, if necessary, will be sufficient to repay or redeem outstanding indebtedness, fund cash consideration for the Offer and pay all related fees and expenses and that the Offer is not subject to a financing condition. The Offer has been fully financed from the outset pursuant to the legally binding debt commitment letter described in the Offer to Purchase filed on May 16, 2011 and Amendment No. 2, and we believe that our ability to obtain financing in

connection with the Offer and related transactions is certain, as commonly understood in connection with transactions of this nature. We do not, therefore, believe that a material change will occur in connection with, and no additional disclosure or extension of the offer will be required following, the Filing Persons' actual receipt of the contemplated financing, which is expected to occur at or shortly before the expiration of the Offer. We also confirm that if there are any material changes to the disclosure set forth in the Offer to Purchase with respect to our financing arrangements, we will amend such disclosure. We do not currently expect there to be any such material changes. Absent such changes, we do not believe any disclosure need be disseminated to shareholders.

3. *Please revise to quantify the amount available under the bridge facility to pay for the shares tendered in the offer. In addition, please revise to summarize the terms of the bridge facility. Refer to Item 1007(d) of Regulation M-A.*

In response to the Staff's comment, the Filing Persons have amended the disclosure in the Offer to Purchase under Section 10 captioned "Source and Amount of Funds" to include the requested information.

Acceptance for Payment and Payment, page 12

4. *We note that in the first paragraph on page 13 and in the letter of transmittal the disclosure states that the bidders reserve the right to transfer or assign the right to purchase securities in this offer. Please confirm your understanding that any entity to which the bidders assign the right to purchase shares in this offer must be included as a bidder in this offer. Adding additional bidders may require the dissemination of additional offer materials and an extension of the term of the offer.*

In accordance with the Staff's comment, the Filing Persons confirm their understanding that any entity to which the bidders assign the right to purchase Shares in the Offer must also be included as a bidder in the Offer and that the addition of one or more bidders may require the dissemination of additional Offer materials and an extension of the term of the Offer.

Determination of Validity, page 15

5. *Please explain to us the purpose of the language that your interpretation of the terms of the offer will be final and binding. Please disclose that only a court of competent jurisdiction can make a determination that will be final and binding upon the parties. In addition, please disclose that security holders may challenge your determinations.*

The Filing Persons have deleted the language that any determination by the Filing Persons concerning the terms of the Offer "will be final and binding." In accordance with the Staff's comment, we have added language in the Offer to Purchase under the subsection captioned "Determination of Validity" within Section 3 — "Procedure for Tendering Shares" and Section 4 captioned "Withdrawal Rights" to the effect that (1) only a court of competent jurisdiction can make a determination that will be final and binding upon the parties and (2) security holders may challenge the Filing Persons' determinations.

ICG Financial Forecasts, page 20

6. *We note that you have included non-GAAP financial measures in this section. Please advise us as to the consideration given to whether these non-GAAP projections would require additional disclosure pursuant to Rule 100(a) of Regulation G. We may have additional comments after we review your response.*

In response to the Staff's comment, the Filing Persons have amended the disclosure under the subsection captioned "ICG Financial Forecasts" within Section 8 — "Certain Information Concerning ICG" to include the requested information.

Conditions to the Offer, page 43

7. *We note the bidders' right to waive conditions. If the bidders decide to waive any material conditions, please note that they must expressly announce their decision in a manner reasonably calculated to inform security holders of the waiver. In this regard, it appears that the waiver of the minimum condition or the HSR condition would constitute a material change requiring that at least five business days remain in the offer after such waiver. Please provide us with the bidders' views on this issue. See Rule 14d-4(d).*

The Filing Persons confirm that if they decide to waive any material conditions to the Offer (to the extent that any such condition can be waived), the Filing Persons will expressly announce their decision to waive any such material condition in such a manner that is reasonably calculated to inform security holders of the waiver. It is the view of the Filing Persons that the waiver of either the Minimum Condition or the HSR Condition would constitute a material change requiring that the Offer to remain open for at least five business days following such waiver and the Filing Persons will, if necessary, take action to ensure that the Offer remains open for such period.

8. *We note that any condition may be waived "at any time and from time to time." All conditions to the tender offer, other than those dependent upon the receipt of any governmental approvals necessary to consummate the offer, must be satisfied or waived on or before the expiration of the offer. Please revise this language to clarify the disclosure.*

In accordance with the Staff's comment, we have revised the language in the Offer to Purchase under Section 10 captioned "Conditions to the Offer" to clarify that all conditions to the Offer, other than those dependent upon the receipt of any governmental approvals necessary to consummate the Offer, must be satisfied or waived on or before the expiration of the Offer.

9. *Please refer to disclosure relating to the bidders' failure to exercise any of the rights described in the last sentence under this section. This language implies that once a condition is triggered, you must decide whether or not to assert it. Please note that when a condition is triggered and you decide to proceed with the offer anyway, the staff believes that this constitutes a waiver of the triggered condition. Depending on the materiality of the waived condition and the number of days remaining in the offer, you may be required to extend the offer and redisseminate new disclosure to security holders. You may not, as this language suggests, simply fail to assert a triggered condition and effectively waive it without officially doing so. Please confirm your understanding supplementally, or revise your disclosure.*

The Filing Persons confirm their understanding of the Staff's comment.

* * * * *

The undersigned, on behalf of the Filing Persons, hereby acknowledges that:

- the Filing Persons are responsible for the adequacy and accuracy of the disclosure in the filings;
- Staff comments or changes to disclosure in response to Staff comments do not foreclose the Commission from taking any action with respect to the filings; and
- the Filing Persons may not assert Staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

If you have any questions or require any further information regarding the foregoing, please do not hesitate to contact me at (212) 455-3442 (fax: (212) 455-2502). Thank you for your time and consideration.

Very truly yours,

Mario Ponce

cc: Robert Jones (*Arch Coal, Inc.*)
Roger Nicholson (*International Coal Group, Inc.*)
Randi Strudler (*Jones Day*)