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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2012

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

For the transition period from to .

Commission file number: 1-13105

ArchCoal

Arch Coal, Inc.
(Exact name of registrant as specified in its charter)

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

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

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

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

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

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

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

At May 10, 2012 there were 212,247,652 shares of the registrant's common stock outstanding.

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Part I
FINANCIAL INFORMATION

Item 1. Financial Statements.

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

	Three Months Ended March 31, 2012	2011
	(Unaudited)	
Revenues	$ 1,039,651	$ 872,938
Costs, expenses and other		
Cost of sales	850,871	653,684
Depreciation, depletion and amortization	139,966	83,537
Amortization of acquired sales contracts, net	(14,017)	5,944
Selling, general and administrative expenses	30,861	30,435
Change in fair value of coal derivatives and coal trading activities, net	(3,613)	(1,784)
Other operating income, net	(18,498)	(1,116)
	985,570	770,700
Income from operations	54,081	102,238
Interest expense, net:		
Interest expense	(74,772)	(34,580)
Interest income	1,021	746
	(73,751)	(33,834)
Income before income taxes	(19,670)	68,404
Provision for (benefit from) income taxes	(21,079)	12,530
Net income	1,409	55,874
Less: Net income attributable to noncontrolling interest	(203)	(273)
Net income attributable to Arch Coal, Inc.	$ 1,206	$ 55,601
Earnings per common share		
Basic earnings per common share	$ 0.01	$ 0.34
Diluted earnings per common share	$ 0.01	$ 0.34
Weighted average shares outstanding		
Basic	211,687	162,576
Diluted	211,908	163,773
Dividends declared per common share	$ 0.11	$ 0.10

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

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

	Three Months Ended March 31 2012	2011
	(Unaudited)	

Net income	$ 1,409	$ 55,874
Other comprehensive income, net of income taxes:		
Pension, postretirement and other post-employment benefits, reclassifications into net income	463	573
Unrealized gains (losses) on available-for-sale securities	252	747
Unrealized gains and losses on derivatives, net of reclassifications into net income:		
Unrealized gains (losses) on derivatives	1,760	9,501
Reclassifications of (gains) losses into net income	4,825	(2,124)
Total other comprehensive income	7,300	8,697
Total comprehensive income	$ 8,709	$ 64,571

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

	March 31, 2012	December 31, 2011
	(Unaudited)	
Assets		
Current assets		
Cash and cash equivalents	$ 117,770	$ 138,149
Restricted cash	8,866	10,322
Trade accounts receivable	295,012	380,595
Other receivables	66,702	88,584
Inventories	488,686	377,490
Prepaid royalties	18,025	21,944
Deferred income taxes	65,531	42,051
Coal derivative assets	22,043	13,335
Other	96,484	110,304
Total current assets	1,179,119	1,182,774
Property, plant and equipment, net	7,892,733	7,949,150
Other assets		
Prepaid royalties	90,221	86,626
Goodwill	596,103	596,103
Equity investments	230,519	225,605
Other	176,423	173,701
Total other assets	1,093,266	1,082,035
Total assets	$ 10,165,118	$ 10,213,959
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	$ 294,341	$ 383,782
Coal derivative liabilities	9,100	7,828
Accrued expenses and other current liabilities	357,386	348,207
Current maturities of debt and short-term borrowings	102,356	280,851
Total current liabilities	763,183	1,020,668
Long-term debt	3,967,796	3,762,297
Asset retirement obligations	432,620	446,784
Accrued pension benefits	49,378	48,244
Accrued postretirement benefits other than pension	42,784	42,309
Accrued workers' compensation	74,012	71,948
Deferred income taxes	982,596	976,753
Other noncurrent liabilities	268,585	255,382
Total liabilities	6,580,954	6,624,385
Redeemable noncontrolling interest	11,739	11,534
Stockholders' Equity		
Common stock	2,141	2,136
Paid-in capital	3,024,553	3,015,349
Treasury stock, at cost	(53,848)	(53,848)
Retained earnings	600,230	622,353
Accumulated other comprehensive loss	(651)	(7,950)
Total stockholders' equity	3,572,425	3,578,040
Total liabilities and stockholders' equity	$ 10,165,118	$ 10,213,959

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

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

	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
	(Unaudited)	
Operating activities		
Net income	$ 1,409	$ 55,874
Adjustments to reconcile to cash provided by operating activities:		
Depreciation, depletion and amortization	139,966	83,537
Amortization of acquired sales contracts, net	(14,017)	5,944
Prepaid royalties expensed	8,586	8,916
Employee stock-based compensation expense	4,079	5,290
Amortization relating to financing activities	4,288	2,442
Changes in:		
Receivables	88,082	(53,586)
Inventories	(111,196)	(12,292)
Coal derivative assets and liabilities	(5,347)	(1,087)
Accounts payable, accrued expenses and other current liabilities	(66,222)	(38,054)
Income taxes, net	23,002	12,558
Deferred income taxes	(21,742)	(1,026)
Other	4,102	17,629
Cash provided by operating activities	54,990	86,145
Investing activities		
Decrease in restricted cash	1,455	—
Capital expenditures	(93,271)	(38,711)
Proceeds from dispositions of property, plant and equipment	22,105	516
Purchases of investments and advances to affiliates	(5,777)	(34,419)
Additions to prepaid royalties	(8,262)	(20,915)
Cash used in investing activities	(83,750)	(93,529)
Financing activities		
Payments to retire debt	(1,330)	—
Net increase in borrowings under lines of credit and commercial paper program	34,000	3,681
Net payments on other debt	(5,993)	(5,161)
Debt financing costs	(100)	(8)
Dividends paid	(23,327)	(16,269)
Issuance of common stock under incentive plans	5,131	768
Cash provided by (used in) financing activities	8,381	(16,989)
Decrease in cash and cash equivalents	(20,379)	(24,373)
Cash and cash equivalents, beginning of period	138,149	93,593
Cash and cash equivalents, end of period	$ 117,770	$ 69,220

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

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

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include the accounts of Arch Coal, Inc. and its subsidiaries and controlled entities (the "Company"). The Company's primary business is the production of steam and metallurgical coal from surface and underground mines located throughout the United States, for sale to utility, industrial and export markets. On June 15, 2011, the Company acquired International Coal Group, Inc. ("ICG"), as described in Note 3, "Business Combinations". The Company operates 23 mining complexes in West Virginia, Kentucky, Maryland, Virginia, Illinois, Wyoming, Colorado and Utah. All subsidiaries (except as noted below) are wholly-owned. Intercompany transactions and accounts have been eliminated in consolidation.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial reporting and U.S. Securities and Exchange Commission regulations. In the opinion of management, all adjustments, consisting of normal, recurring accruals considered necessary for a fair presentation, have been included. Results of operations for the three period ended March 31, 2012 are not necessarily indicative of results to be expected for the year ending December 31, 2012. These financial statements should be read in conjunction with the audited financial statements and related notes as of and for the year ended December 31, 2011 included in the Company's Annual Report on Form 10-K/A filed with the U.S. Securities and Exchange Commission.

The Company owns a 99% membership interest in a joint venture named Arch Western Resources, LLC ("Arch Western") which operates coal mines in Wyoming, Colorado and Utah. The Company also acts as the managing member of Arch Western. On April 9, 2012, Delta Housing, Inc., the other member in Arch Western, exercised their contractual right to require us to purchase their membership interests in Arch Western. The negotiation of this sale and purchase is ongoing and we expect to complete this acquisition by the end of the third quarter.

2. Accounting Policies

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

3. Business Combination

On June 15, 2011, the Company completed its acquisition of ICG, a leading coal producer. During the first quarter of 2012, the Company finalized the determination of the fair values of the assets acquired and liabilities assumed in the acquisition, with no material adjustments to what was recorded as of December 31, 2011.

4. Debt

	March 31, 2012	December 31, 2011
	(In thousands)	
Indebtedness to banks under credit facilities	$ 515,300	$ 481,300
6.75% senior notes ($450.0 million face value) due 2013	450,809	450,971
8.75% senior notes ($600.0 million face value) due 2016	589,463	588,974
7.00% senior notes due in 2019 at par	1,000,000	1,000,000
7.25% senior notes due 2020 at par	500,000	500,000
7.25% senior notes due 2021 at par	1,000,000	1,000,000
Other	14,580	21,903
	4,070,152	4,043,148
Less current maturities of debt and short-term borrowings	102,356	280,851
Long-term debt	$ 3,967,796	$ 3,762,297

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The current maturities of debt include contractual maturities, as well as amounts borrowed that are supported by credit facilities that have a term of less than one year and amounts borrowed under credit facilities with terms longer than one year that the Company does not intend to refinance on a long-term basis, based on cash projections and management's plans.

On April 30, 2012, the Company received commitment letters with lending institutions to refinance certain indebtedness having near-term maturities and to increase the Company's liquidity in order to execute on key long-term growth initiatives, particularly the development of the Company's metallurgical coal properties. As part of the financing package, these lenders have agreed, subject to certain customary conditions, to enter into an amendment to the existing senior secured revolving credit facility which will, among other things, suspend the Company's compliance with the debt-to-EBITDA ratio and other financial covenants in the existing credit agreement over the next 24 months and replace them with minimum performance targets at levels consistent with the current coal market environment. We will also receive a $1 billion, six-year term loan facility, which will contain no financial maintenance covenants, and the maximum borrowing capacity of the revolving credit facility will be reduced from $2 billion to $1 billion. The proceeds of the term loan will be used to retire the outstanding $450.0 million aggregate principal amount of 6 ¾% Senior Notes due 2013 issued by Arch Western Finance, LLC ("Arch Western Finance"), the Company's indirect subsidiary.

On May 1, 2012, Arch Western Finance commenced a cash tender offer for any and all of its outstanding $450.0 million aggregate principal amount of 6 ¾% Senior Notes due 2013. In connection with the tender offer, Arch Western Finance is soliciting consents from the holders of the senior notes for certain proposed amendments to the indenture governing the notes that eliminates most of the covenants and certain default provisions applicable to the senior notes, as well as reduce the minimum notice period in the optional redemption provision of the senior notes from 30 days to three days If Arch Western Finance purchases less than all of the outstanding senior notes in the tender offer, it intends to redeem any senior notes that remain outstanding. The terms and conditions of the tender offer and consent solicitation are described in an Offer to Purchase and Consent Solicitation Statement (the "Statement") and a related Consent and Letter of Transmittal (the "Letter of Transmittal"), which have been sent to holders of the senior notes. The Consent Solicitation expires on May 14, 2012, prior to which the consideration for each $1,000 of principal is $1,002.50. For notes tendered after the expiration of the Consent Solicitation and before May 29, 2012, the end of the tender offer, the consideration for each $1,000 of principal is $972.50.

5. Goodwill

An approximate 20% drop in the Company's stock price during the first quarter of 2012, combined with significant decrease in thermal coal demand during the quarter, indicated that the fair value of the Company's goodwill could be less than its carrying value. Accordingly, we performed the first step of the two-step goodwill impairment test as of March 31, 2012. The fair value of all reporting units that have been assigned goodwill exceeded their respective carrying values, so no further testing was necessary. The value of our Black Thunder reporting unit, where $115.8 million of goodwill has been allocated, would be sensitive to future volume variations should thermal markets weaken further, which could cause us to perform step 2 of the test. The goodwill allocated to certain Appalachia reporting units is particularly sensitive to volatility in the demand for metallurgical coal. Should metallurgical coal markets weaken, it could cause the fair value of the reporting units to be less than their carrying value, requiring us to perform step 2 of the test for impairment. Additionally, further sustained declines in the Company's stock price below levels experienced in the first quarter would also require us to perform step-2 of the test for impairment. Performance of step 2 of the impairment test, which requires a valuation of individual assets and liabilities of the respective reporting units in order to calculate the implied fair value of goodwill could result in an impairment of goodwill.

6. Equity Investments and Membership Interests in Joint Ventures

The Company accounts for its investments and membership interests in joint ventures under the equity method of accounting if the Company has the ability to exercise significant influence, but not control, over the entity. Below are the equity method investments reflected in the condensed consolidated balance sheets:

(In thousands)	Knight Hawk Holdings, LLC ("KH")	DKRW Advanced Fuels, LLC ("DKRW")	Dominion Terminal Associates ("DTA")	Tenaska Trailblazer Partners, LLC ("Tenaska")	Millennium Bulk Terminals, LLC ("MBT")	Tongue River Railroad, LLC ("TRR")	Total
Balance at December 31, 2011	$ 135,225	$ 19,715	$ 16,086	$ 15,266	$ 26,324	$ 12,989	$ 225,605
Investments in affiliates	—	—	—	—	—	—	—
Advances to (distributions from) affiliates, net	(1,801)	—	925	—	2,562	675	2,361
Equity in comprehensive income (loss)	5,243	(879)	(1,254)	—	(557)	—	2,553
Balance at March 31, 2012	$ 138,667	$ 18,836	$ 15,757	$ 15,266	$ 28,329	$ 13,664	$ 230,519
Notes receivable from investees:							
Balance at December 31, 2011	$ —	$ 30,751	$ —	$ 5,059	$ —	$ —	$ 35,810
Balance at March 31, 2012	$ —	$ 33,561	$ —	$ 5,031	$ —	$ —	$ 38,592

Summarized financial information of the Company's equity method investees follows:

(In thousands)	Three Months Ended March 31, 2012	2011
Condensed combined income statement information:		
Revenues	$ 51,743	$ 44,470
Gross profit	2,475	6,084
Income from operations	(376)	3,643
Net income (loss)	(2,437)	2,283

	March 31, 2012	December 31, 2011
Condensed combined balance sheet information:		
Current assets	$ 94,811	$ 94,645
Noncurrent assets	361,918	332,124
Total assets	$ 456,729	$ 426,769
Current liabilities	$ 62,260	$ 51,953
Noncurrent liabilities	125,350	120,494
Equity	268,918	254,161
Noncontrolling interest	201	161
Total liabilities and equity	$ 456,729	$ 426,769

The Company may be required to make future contingent payments of up to $73.0 million related to development financing for certain of its equity investees. The Company's obligation to make these payments, as well as the timing of any payments required, is contingent upon a number of factors, including project development progress, receipt of permits and construction financing.

7. Derivatives

Diesel fuel price risk management

The Company is exposed to price risk with respect to diesel fuel purchased for use in its operations. The Company anticipates purchasing approximately 75 to 80 million gallons of diesel fuel for use in its operations during 2012. To reduce the volatility in the

price of diesel fuel for its operations, the Company uses forward physical diesel purchase contracts, as well as heating oil swaps and purchased call options. At March 31, 2012, the Company had protected the price of approximately 85% of its expected purchases for the remainder of fiscal year 2012 and 50% of its first quarter of 2013 purchases.

At March 31, 2012, the Company had purchased heating oil call options for approximately 59 million gallons for the purpose of managing the price risk associated with future diesel purchases. During the first quarter of 2012 the Company determined, the effectiveness of the heating oil options could not be established as of December 31, 2011 on an ongoing basis. As a result, the amount remaining in accumulated other comprehensive income of $8.2 million, or $5.2 million net of income taxes, was recorded in earnings, in the "other income, net" line on the condensed consolidated statement of income. The out of period adjustment is not deemed material to prior period results, the expected results of the full 2012 fiscal year or for the trend of earnings of the Company.

The Company also purchased heating oil call options to hedge the fuel surcharges on its barge and rail shipments that cover increases in diesel fuel prices. These positions reduce the Company's risk of cash flow fluctuations related to these surcharges but the positions are not accounted for as hedges. At March 31, 2012, Company held purchased call options for approximately 15.5 million gallons for the purpose of managing the fluctuations in cash flows associated with fuel surcharges on future shipments.

Coal risk management positions

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

At March 31, 2012, the Company held derivatives for risk management purposes that are expected to settle in the following years :

(Tons in thousands)	2012	2013	2014	2015
Coal sales	(3,025)	(1,117)	(1,440)	(720)
Coal purchases	417	—	—	—

Coal trading positions

The Company may sell or purchase forward contracts, swaps and options in the over-the-counter coal market for trading purposes. The Company is exposed to the risk of changes in coal prices on the value of its coal trading portfolio. The estimated future realization of the value of the trading portfolio is $4.3 million of losses in 2012 and $2.2 million of losses in 2013.

Tabular derivatives disclosures

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

Fair Value of Derivatives (In thousands)	March 31, 2012 Asset Derivative	March 31, 2012 Liability Derivative		December 31, 2011 Asset Derivative	December 31, 2011 Liability Derivative	
Derivatives Designated as Hedging Instruments						
Heating oil — diesel purchases	$ —	$ —		$ 8,997	$ —	
Coal	3,256	(218)		1,109	—	
Total	3,256	(218)		10,106	—	
Derivatives Not Designated as Hedging Instruments						
Heating oil — diesel purchases	12,869	—		—	—	
Heating oil — fuel surcharges	2,837	—		1,797	—	
Coal — held for trading purposes	26,945	(33,411)		15,505	(19,927)	
Coal	22,491	(6,119)		14,855	(6,035)	
Total	65,142	(39,530)		32,157	(25,962)	
Total derivatives	68,398	(39,748)		42,263	(25,962)	
Effect of counterparty netting	(30,648)	30,648		(18,134)	18,134	
Net derivatives as classified in the balance sheets	$ 37,750	$ (9,100)	$ 28,650	$ 24,129	$ (7,828)	$ 16,301

		March 31, 2012	December 31, 2011
Net derivatives as reflected on the balance sheets			
Heating oil	Other current assets	$ 15,707	$ 10,794
Coal	Coal derivative assets	22,043	13,335
	Coal derivative liabilities	(9,100)	(7,828)
		$ 28,650	$ 16,301

The Company had a current asset for the right to reclaim cash collateral of $15.0 million and $12.4 million at March 31, 2012 and December 31, 2011, respectively. These amounts are not included with the derivatives presented in the table above and are included in "other current assets" in the accompanying consolidated balance sheets.

The effects of derivatives on measures of financial performance are as follows for the three month periods ended March 31:

Three Months Ended March 31 Derivatives used in Fair Value Hedging Relationships (in thousands)	Hedged Items in Fair Value Hedge Relationships	Loss on Hedged Items In Fair Value Hedge Relationships

	2012	2011		2012	2011
Coal	$ —	$ —	Firm commitments	$ —	$ —

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Derivatives used in Cash Flow Hedging Relationships (in thousands)	Gain (Loss) Recognized in OCI (Effective Portion) 2012	2011	Gains (Losses) Reclassified from OCI into Income (Effective Portion) 2012	2011
Heating oil — diesel purchases	$ —	$ 14,258	$ —	$ 3,170(2)
Coal sales	2,493	1,406	201	87(1)
Coal purchases	(202)	(876)	—	—(2)
Totals	$ 2,291	$ 14,788	$ 201	$ 3,257

	Gain (Loss) Recognized in Income (Ineffective Portion and Amount Excluded from Effectiveness Testing) 2012	2011
Heating oil — diesel purchases	$ —	$ —
Coal sales	—	—
Coal purchases	—	—
Totals	$ —	$ —

	Derivatives Not Designated as Hedging Instruments 2012	2011
Coal — unrealized	$ 7,552	$ (1,045)(3)
Coal — realized	3,158	—(4)
Heating oil — diesel purchases	423	—(4)
Heating oil — fuel surcharges — unrealized	$ 367	$ —(4)

Location in Statement of Income:

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(1) — Revenues

(2) — Cost of sales

(3) — Change in fair value of coal derivatives and coal trading activities, net

(4) — Other operating income, net

The Company recognized net unrealized and realized losses of $3.9 million and net unrealized and realized gains of $2.8 million during the three months ended March 31, 2012 and 2011, respectively, related to its trading portfolio (including derivative and non-derivative contracts). These balances are included in the caption “Change in fair value of coal derivatives and coal trading activities, net” in the accompanying consolidated statements of income and are not included in the previous table.

During the next twelve months, based on fair values at March 31, 2012, gains on derivative contracts designated as hedge instruments in cash flow hedges of approximately $3.2 million are expected to be reclassified from other comprehensive income into earnings.

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8. Inventories

Inventories consist of the following:

	March 31 2012	December 31 2011
	(In thousands)	
Coal	$ 298,744	$ 206,517
Repair parts and supplies	174,747	163,527
Work-in-process	15,195	7,446
	$ 488,686	$ 377,490

The repair parts and supplies are stated net of an allowance for slow-moving and obsolete inventories of $13.4 million at March 31, 2012, and $13.1 million at December 31, 2011.

9. Fair Value Measurements

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

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

- Level 2 is defined as observable inputs other than Level 1 prices. These include quoted prices for similar assets or liabilities in an active market, quoted prices for identical assets and liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. The Company's level 2 assets and liabilities include commodity contracts (coal and heating oil) with fair values derived from quoted prices in over-the-counter markets or from prices received from direct broker quotes.

- Level 3 is defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. These include the Company's commodity option contracts (primarily coal and heating oil) valued using modeling techniques, such as Black-Scholes, that require the use of inputs, particularly volatility, that are rarely observable. Changes in the unobservable inputs would not have a significant impact on the reported Level 3 fair values at March 31, 2012.

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

	Fair Value at March 31, 2012			
	Total	Level 1	Level 2	Level 3
	(In thousands)			
Assets:				
Investments in equity securities	$ 7,936	$ 7,936	$ —	$ —
Derivatives	37,750	20,177	2,068	15,505
Total assets	$ 45,686	$ 28,113	$ 2,068	$ 15,505
Liabilities:				
Derivatives	$ 9,100	$ —	$ 6,836	$ 2,264

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

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

	Three Months Ended March 31, 2012 (In thousands)
Balance, beginning of period	$ 6,211
Realized and unrealized losses recognized in earnings, net	2,496
Realized and unrealized losses recognized in other comprehensive income, net	—
Purchases	5,261
Issuances	—
Settlements	(727)
Ending balance	$ 13,241

Net unrealized gains during the three month period ended March 31, 2012 related to level 3 financial instruments held on March 31, 2012 were $2.8 million.

Fair Value of Long-Term Debt

At March 31, 2012 and December 31, 2011, the fair value of the Company's senior notes and other long-term debt, including amounts classified as current, was $3.9 billion and $4.2 billion, respectively. The fair values are based upon observed prices in an active market, and as such are classified as Level 1 in the fair value hierarchy.

10. Stock-Based Compensation and Other Incentive Plans

During the three months ended March 31, 2012, the Company granted options to purchase approximately 1.1 million shares of common stock with a weighted average exercise price of $13.93 per share and a weighted average grant-date fair value of $5.42 per share. The options' fair value was determined using the Black-Scholes option pricing model, using a weighted average risk-free rate of .767%, a weighted average dividend yield of 3.16% and a weighted average volatility of 60.18%. The options' expected life is 4.5 years and the options vest ratably over three years, and provide for the continuation of vesting after retirement for recipients that meet certain criteria. The expense for these options will be recognized through the date that the employee first becomes eligible to retire and is no longer required to provide service to earn all or part of the award.

The Company has a long-term incentive program that allows for the award of performance units. The total number of units earned by a participant is based on financial and operational performance measures, and may be paid out in cash or in shares of the Company's common stock. The Company recognizes compensation expense over the three-year term of the grant. Amounts unpaid for all grants under the plan totaled $7.5 million and $9.6 million as of March 31, 2012 and December 31, 2011, respectively.

11. Workers' Compensation Expense

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

	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
	(In thousands)	
Service cost	$ 968	$ 193
Interest cost	680	254
Net amortization	277	(101)
Total occupational disease	1,925	346
Traumatic injury claims and assessments	5,176	2,325
Total workers' compensation expense	$ 7,101	$ 2,671

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12. Employee Benefit Plans

The following table details the components of pension benefit costs:

	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
	(In thousands)	
Service cost	$ 7,596	$ 4,319
Interest cost	3,980	4,131
Expected return on plan assets	(5,538)	(5,468)
Amortization of prior service cost (credit)	(36)	47
Amortization of other actuarial losses	3,571	2,140
Net benefit cost	$ 9,573	$ 5,169

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

	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
	(In thousands)	
Service cost	$ 549	$ 405
Interest cost	491	498
Amortization of prior service credits	(2,995)	(591)
Amortization of other actuarial gains	(90)	(598)
Net benefit cost (credit)	$ (2,045)	$ (287)

13. Earnings per Common Share

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

	Three Months Ended March 31 2012	Three Months Ended March 31 2011
	(In thousands)	
Weighted average shares outstanding:		
Basic weighted average shares outstanding	211,687	162,576
Effect of common stock equivalents under incentive plans	221	1,197
Diluted weighted average shares outstanding	211,908	163,773

The effect of options to purchase 3.0 million and 1.1 million shares of common stock were excluded from the calculation of diluted weighted average shares outstanding for the three month periods ended March 31, 2012 and 2011, respectively, because the exercise price of these options exceeded the average market price of the Company's common stock for these periods.

14. Guarantees

The Company has agreed to continue to provide surety bonds and letters of credit for the reclamation and retiree healthcare obligations of Magnum Coal Company ("Magnum") related to the properties the Company sold to Magnum on December 31, 2005. Patriot Coal Corporation ("Patriot") acquired Magnum in July 2008. The purchase agreement requires Magnum to reimburse the Company for costs related to the surety bonds and letters of credit and to use commercially reasonable efforts to replace the obligations. If the surety bonds and letters of credit related to the reclamation obligations are not replaced by Magnum within a specified period of time, Magnum must post a letter of credit in favor of the Company in the amounts of the reclamation obligations. As of March 31, 2012, Patriot has replaced $48.9 million of the surety bonds and has posted letters of credit of $16.7 million in the Company's favor. At March 31, 2012, the Company had $38.5 million of surety bonds remaining related to properties sold to Magnum. The surety bonding amounts are mandated by the state and are not directly related to the estimated cost to reclaim the properties.

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Magnum also acquired certain coal supply contracts with customers who have not consented to the contracts' assignment from the Company to Magnum. The Company has committed to purchase coal from Magnum to sell to those customers at the same price it is charging the customers for the sale. Under the amended coal supply contracts, as amended, Magnum has the ability to buy out of its obligations under the contract at prices that are predetermined for the remainder of the agreement. Certain other contracts were assigned to Magnum. If Magnum is unable to supply the coal for these coal sales contracts or pay the buy out amount if elected, then the Company would be required to fulfill Magnum's delivery or payment obligations. The longest of the coal supply contracts extends to the year 2017. At market prices effective at March 31, 2012, the maximum amount to fulfill Magnum's obligations under the contracts that have not been assigned over their duration would be approximately $64.1 million, and the cost of purchasing 573 thousand tons of coal to supply the assigned and guaranteed contracts over their duration would exceed the sales price under the contracts by approximately $12.2 million. As the Company does not believe that it is probable that it would have to purchase replacement coal, no losses have been recorded in the consolidated financial statements as of March 31, 2012. However, if the Company would have to perform under these guarantees, it could potentially have a material adverse effect on the business, results of operations and financial condition of the Company.

In connection with the Company's acquisition of the coal operations of Atlantic Richfield Company (ARCO) and the simultaneous combination of the acquired ARCO operations and the Company's Wyoming operations into the Arch Western joint venture, the Company agreed to indemnify the other member of Arch Western against certain tax liabilities in the event that such liabilities arise prior to June 1, 2013 as a result of certain actions taken, including the sale or other disposition of certain properties of Arch Western, the repurchase of certain equity interests in Arch Western by Arch Western or the reduction under certain circumstances of indebtedness incurred by Arch Western in connection with the acquisition. If the Company were to become liable, the maximum amount of potential future tax payments is $16.3 million at March 31, 2012, which is not recorded as a liability in the Company's condensed consolidated financial statements. Since the indemnification is dependent upon the initiation of activities within the Company's control and the Company does not intend to initiate such activities, it is remote that the Company will become liable for any obligation related to this indemnification. However, if such indemnification obligation were to arise, it could potentially have a material adverse effect on the business, results of operations and financial condition of the Company.

15. Contingencies

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

On November 3, 2008, ICG, Wolf Run and Hunter Ridge filed an amended answer and counterclaim against the plaintiffs seeking to void the coal supply agreement due to, among other things, fraudulent inducement and conspiracy. On September 23, 2009, Allegheny filed a second amended complaint alleging several alternative theories of liability in its effort to extend contractual liability to ICG, which was not a party to the original contract and did not exist at the time Wolf Run and Allegheny entered into the contract. No new substantive claims were asserted. ICG answered the second amended complaint on October 13, 2009, denying all of the new claims ICG's counterclaim was dismissed on motion for summary judgment entered on May 11, 2010. Allegheny's claims against ICG were also dismissed by summary judgment, but the claims against Wolf Run and Hunter Ridge were not. The court conducted a non-jury trial of this matter beginning on January 10, 2011 and concluding on February 1, 2011. At the trial, Allegheny presented its evidence for breach of contract and claimed that it is entitled to past and future damages in the aggregate of between $228.0 million and $377.0 million. Wolf Run and Hunter Ridge presented their defense of the claims, including evidence with respect to the existence of force majeure conditions and excuse under the contract and applicable law. Wolf Run and Hunter Ridge presented evidence that Allegheny's damages calculations were significantly inflated because it did not seek to determine damages as of the time of the breach and in some instances artificially assumed future non-delivery or did not take into account the apparent requirement to supply coal in the future. On May 2, 2011, the trial court entered a Memorandum and Verdict determining that Wolf Run had breached the coal supply contract and that the performance shortfall was not excused by force majeure. ICG and Allegheny filed post-verdict motions in the trial court and on August 23, 2011, the court denied the parties' motions. The court entered a final judgment on August 25, 2011, in the amount of $104.1 million, which included pre-judgment interest. The parties appealed the lower court's decision to the

Superior Court of Pennsylvania. Wolf Run and Hunter Ridge have filed an appeal bond in the amount of $124.9 million. Briefing is complete and oral argument is scheduled for May 16, 2012.

As of March 31, 2012 and December 31, 2011, the Company had accrued $109.8 million and $108.3 million, respectively, for this lawsuit, including interest. The ultimate resolution of this matter could result in an outcome which may be materially different than what the Company has accrued.

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

16. Segment Information

The Company has three reportable business segments, which are based on the major coal producing basins in which the Company operates. Each of these reportable business segments includes a number of mine complexes. The Company manages its coal sales by coal basin, not by individual mine complex. Geology, coal transportation routes to customers, regulatory environments and coal quality are characteristic to a basin. Accordingly, market and contract pricing have developed by coal basin. Mine operations are evaluated based on their per-ton operating costs (defined as including all mining costs but excluding pass-through transportation expenses), as well as on other non-financial measures, such as safety and environmental performance. The Company's reportable segments are the Powder River Basin (PRB) segment, with operations in Wyoming; the Western Bituminous (WBIT) segment, with operations in

Utah, Colorado and southern Wyoming; the Appalachia (APP) segment, with operations in West Virginia, Kentucky, Maryland and Virginia. The Appalachia segment includes the acquired ICG operations in Appalachia, as well as the Company's previous Central Appalachia segment. The "Other" operating segment represents primarily the Company's Illinois operations and ADDCAR subsidiary, which manufactures and sells its patented highwall mining system.

Operating segment results for the three months ended March 31, 2012 and 2011 are presented below. Results for the reportable segments include all direct costs of mining, including all depreciation, depletion and amortization related to the mining operations, even if the assets are not recorded at the operating segment level. See discussion of segment assets below. Corporate, Other and Eliminations includes the change in fair value of coal derivatives and coal trading activities, net; corporate overhead; land management; other support functions; and the elimination of intercompany transactions.

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

(in thousands)	PRB	APP	WBIT	Other Operating Segments	Corporate, Other and Eliminations	Consolidated
Three months ended March 31, 2012						
Revenues	$ 401,177	$ 469,058	$ 144,559	$ 24,857	$ —	$ 1,039,651
Income (loss) from operations	32,543	15,835	31,241	(3,750)	(21,788)	54,081
Total assets	2,263,517	4,640,344	752,197	940,245	1,568,815	10,165,118
Depreciation, depletion and amortization	41,223	76,017	18,600	3,687	439	139,966
Amortization of acquired sales contracts, net	(816)	(13,088)	—	(113)	—	(14,017)
Capital expenditures	3,986	66,303	15,137	5,644	2,201	93,271
Three months ended March 31, 2011						
Revenues	$ 393,113	$ 155,439	$ 324,386	$ —	$ —	$ 872,938
Income from operations	46,874	26,892	54,394	—	(25,922)	102,238
Total assets	2,244,173	683,949	710,324	—	1,261,532	4,899,978
Depreciation, depletion and amortization	41,691	20,529	21,016	—	301	83,537
Amortization of acquired sales contracts, net	5,944	—	—	—	—	5,944
Capital expenditures	2,838	11,777	17,302	—	6,794	38,711

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

	Three Months Ended March 31 2012	2011
	(In thousands)	
Income from operations	$ 54,081	$ 102,238
Interest expense	(74,772)	(34,580)
Interest income	1,021	746
Income before income taxes	$ (19,670)	$ 68,404

17. Supplemental Condensed Consolidating Financial Information

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

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Condensed Consolidating Statements of Income
Three Months Ended March 31, 2012

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
			(In thousands)		
Revenues	$ —	$ 498,728	$ 540,923	$ —	$ 1,039,651
Costs, expenses and other					
Cost of sales	2,964	425,009	448,054	(25,156)	850,871
Depreciation, depletion and amortization	1,217	100,006	38,744	(1)	139,966
Amortization of acquired sales contracts, net	—	(13,201)	(816)	—	(14,017)
Selling, general and administrative expenses	18,642	1,987	12,046	(1,814)	30,861
Change in fair value of coal derivatives and coal trading activities, net	—	(3,613)	—	—	(3,613)
Other operating (income) expense, net	(3,110)	(37,700)	(4,659)	26,971	(18,498)

	19,713	472,488	493,369	—	985,570
Income from investment in subsidiaries	77,312	—	—	(77,312)	—
Income from operations	57,599	26,240	47,554	(77,312)	54,081
Interest expense, net:					
Interest expense	(82,096)	(1,179)	(11,344)	19,847	(74,772)
Interest income	4,827	248	15,793	(19,847)	1,021
	(77,269)	(931)	4,449	—	(73,751)
Income (loss) before income taxes	(19,670)	25,309	52,003	(77,312)	(19,670)
Benefit from income taxes	(22,660)	—	1,581	—	(21,079)
Net income	2,990	25,309	50,422	(77,312)	1,409
Less: Net income attributable to noncontrolling interest	(203)	—	—	—	(203)
Net income attributable to Arch Coal	$ 2,787	$ 25,309	$ 50,422	$ (77,312)	$ 1,206
Total comprehensive income	$ 3,948	$ 27,242	$ 54,831	$ (77,312)	$ 8,709

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Condensed Consolidating Statements of Income
Three Months Ended March 31, 2011

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries (In thousands)	Eliminations	Consolidated
Revenues	$ —	$ 338,533	$ 534,405	$ —	$ 872,938
Costs, expenses and other					
Cost of sales	3,279	251,884	423,323	(24,802)	653,684
Depreciation, depletion and amortization	672	43,277	39,588	—	83,537
Amortization of acquired sales contracts, net	—	—	5,944	—	5,944
Selling, general and administrative expenses	20,336	1,883	9,913	(1,697)	30,435
Change in fair value of coal derivatives and coal trading activities, net	—	(1,784)	—	—	(1,784)
Other operating (income) expense, net	(4,567)	(27,456)	4,408	26,499	(1,116)
	19,720	267,804	483,176	—	770,700
Income from investment in subsidiaries	125,003	—	—	(125,003)	—
Income from operations	105,283	70,729	51,229	(125,003)	102,238
Interest expense, net:					
Interest expense	(40,621)	(714)	(10,982)	17,737	(34,580)
Interest income	3,742	296	14,445	(17,737)	746
	(36,879)	(418)	3,463	—	(33,834)
Income (loss) before income taxes	68,404	70,311	54,692	(125,003)	68,404
Benefit from income taxes	12,530	—	—	—	12,530
Net income	55,874	70,311	54,692	(125,003)	55,874
Less: Net income attributable to noncontrolling interest	(273)	—	—	—	(273)
Net income attributable to Arch Coal	$ 55,601	$ 70,311	$ 54,692	$ (125,003)	$ 55,601
Total comprehensive income	$ 66,372	$ 70,253	$ 52,949	$ (125,003)	$ 64,571

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Condensed Consolidating Balance Sheets
March 31, 2012

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated

			(In thousands)		
Assets					
Cash and cash equivalents	$ 35,196	$ 308	$ 82,266	$ —	$ 117,770
Restricted cash-retirement of ICG obligations	8,866	—	—	—	8,866
Receivables	46,832	20,771	295,844	(1,733)	361,714
Inventories	—	256,896	231,790	—	488,686
Other	108,080	79,817	14,186	—	202,083
Total current assets	198,974	357,792	624,086	(1,733)	1,179,119
Property, plant and equipment, net	29,966	6,367,590	1,495,177	—	7,892,733
Investment in subsidiaries	8,886,286	—	—	(8,886,286)	—
Intercompany receivables	(1,443,557)	(41,436)	1,484,993	—	—
Note receivable from Arch Western	225,000	—	—	(225,000)	—
Other	450,008	626,788	16,470	—	1,093,266
Total other assets	8,117,737	585,352	1,501,463	(9,111,286)	1,093,266
Total assets	$ 8,346,677	$ 7,310,734	$ 3,620,726	$ (9,113,019)	$ 10,165,118
Liabilities and Stockholders' Equity					
Accounts payable	$ 26,036	$ 134,697	$ 133,608	$ —	$ 294,341
Accrued expenses and other current liabilities	98,109	110,821	159,289	(1,733)	366,486
Current maturities of debt and short-term borrowings	10,876	1,180	90,300	—	102,356
Total current liabilities	135,021	246,698	383,197	(1,733)	763,183
Long-term debt	3,514,463	2,524	450,809		3,967,796
Note payable to Arch Coal	—	—	225,000	(225,000)	—
Asset retirement obligations	891	142,014	289,715	—	432,620
Accrued pension benefits	21,409	4,001	23,968	—	49,378
Accrued postretirement benefits other than pension	13,731	6,272	22,781	—	42,784
Accrued workers' compensation	21,350	45,823	6,839	—	74,012
Deferred income taxes	905,635	76,961	—	—	982,596
Other noncurrent liabilities	150,013	64,098	54,474	—	268,585
Total liabilities	4,762,513	588,391	1,456,783	(226,733)	6,580,954
Redeemable noncontrolling interest	11,739	—	—	—	11,739
Stockholders' equity	3,572,425	6,722,343	2,163,943	(8,886,286)	3,572,425
Total liabilities and stockholders' equity	$ 8,346,677	$ 7,310,734	$ 3,620,726	$ (9,113,019)	$ 10,165,118

Condensed Consolidating Balance Sheets
December 31, 2011
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
			(In thousands)		
Assets					
Cash and cash equivalents	$ 61,375	$ 332	$ 76,442	$ —	$ 138,149
Restricted cash-retirement of ICG obligations	10,322	—	—	—	10,322
Receivables	65,187	22,037	383,572	(1,617)	469,179
Inventories	—	207,050	170,440	—	377,490
Other	81,732	83,122	22,780	—	187,634
Total current assets	218,616	312,541	653,234	(1,617)	1,182,774
Property, plant and equipment, net	21,241	6,187,658	1,524,251	—	7,733,150
Investment in subsidiaries	8,805,731	—	—	(8,805,731)	—
Intercompany receivables	(1,457,864)	7,010	1,450,854	—	—
Note receivable from Arch Western	225,000	—	—	(225,000)	—
Other	184,266	1,019,948	13,156	—	1,217,370
Total other assets	7,757,133	1,026,958	1,464,010	(9,030,731)	1,217,370
Total assets	$ 7,996,990	$ 7,527,157	$ 3,641,495	$ (9,032,348)	$ 10,133,294
Liabilities and Stockholders' Equity					
Accounts payable	$ 25,409	$ 175,196	$ 183,177	$ —	$ 383,782
Accrued expenses and other current liabilities	75,133	115,685	166,834	(1,617)	356,035
Current maturities of debt and short-term borrowings	172,564	1,987	106,300	—	280,851
Total current liabilities	273,106	292,868	456,311	(1,617)	1,020,668
Long-term debt	3,308,674	2,652	450,971		3,762,297
Note payable to Arch Coal	—	—	225,000	(225,000)	—
Asset retirement obligations	877	140,861	305,046	—	446,784
Accrued pension benefits	19,198	4,203	24,843	—	48,244
Accrued postretirement benefits other than pension	13,843	6,271	22,195	—	42,309
Accrued workers' compensation	17,272	48,111	6,565	—	71,948
Deferred income taxes	621,483	274,605	—	—	896,088
Other noncurrent liabilities	152,963	64,795	37,624	—	255,382
Total liabilities	4,407,416	834,366	1,528,555	(226,617)	6,543,720

Redeemable noncontrolling interest	11,534	—	—	—	11,534
Stockholders' equity	3,578,040	6,692,791	2,112,940	(8,805,731)	3,578,040
Total liabilities and stockholders' equity	$ 7,996,990	$ 7,527,157	$ 3,641,495	$ (9,032,348)	$ 10,133,294

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Condensed Consolidating Statements of Cash Flows
Three Months Ended March 31, 2012
(unaudited)

	Parent/Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries (In thousands)	Eliminations	Consolidated
Cash provided by (used in) operating activities	$ (18,534)	$ 34,078	$ 39,446	$ —	$ 54,990
Investing Activities					
Change in restricted cash	1,455	—	—	—	1,455
Capital expenditures	(1,177)	(73,657)	(18,437)	—	(93,271)
Proceeds from dispositions of property, plant and equipment	—	546	21,559	—	22,105
Purchases of investments and advances to affiliates	(3,619)	(3,488)	—	1,330	(5,777)
Additions to prepaid royalties	—	(4,818)	(3,444)		(8,262)
Cash used in investing activities	(3,341)	(81,417)	(322)	1,330	(83,750)
Financing Activities					
Payments to retire ICG debt	—	(1,330)	—	—	(1,330)
Net decrease in borrowings under lines of credit and commercial paper program	34,000	—	—	—	34,000
Net proceeds from other debt	(5,993)	—	—	—	(5,993)
Debt financing costs	(54)	—	(46)	—	(100)
Dividends paid	(23,327)	—	—	—	(23,327)
Issuance of common stock under incentive plans	5,131	—	—	—	5,131
Transactions with affiliates, net	(14,060)	47,315	(33,255)	—	—
Cash provided by (used in) financing activities	(4,303)	47,315	(33,301)	(1,330)	8,381
Increase (decrease) in cash and cash equivalents	(26,178)	(24)	5,823	—	(20,379)
Cash and cash equivalents, beginning of period	61,374	332	76,443	—	138,149
Cash and cash equivalents, end of period	$ 35,196	$ 308	$ 82,266	$ —	$ 117,770

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Condensed Consolidating Statements of Cash Flows
Three Months Ended March 31, 2011

	Parent/Issuer	Guarantor Subsidiaries (In thousands)	Non-Guarantor Subsidiaries	Consolidated
Cash provided by (used in) operating activities	$ (75,477)	$ 144,796	$ 16,826	$ 86,145
Investing Activities				
Capital expenditures	(900)	(23,615)	(14,196)	(38,711)
Proceeds from dispositions of property, plant and equipment	—	502	14	516
Purchases of investments and advances to affiliates	(9,529)	(24,890)	—	(34,419)
Additions to prepaid royalties	—	(20,915)	—	(20,915)
Cash used in investing activities	(10,429)	(68,918)	(14,182)	(93,529)
Financing Activities				
Net decrease in borrowings under lines of credit and commercial paper program	—	—	3,681	3,681
Net proceeds from other debt	(5,161)	—	—	(5,161)
Debt financing costs	—	—	(8)	(8)
Dividends paid	(16,269)	—	—	(16,269)
Issuance of common stock under incentive plans	768	—	—	768
Transactions with affiliates, net	95,911	(75,893)	(20,018)	—
Cash provided by (used in) financing activities	75,249	(75,893)	(16,345)	(16,989)
Increase (decrease) in cash and cash equivalents	(10,657)	(15)	(13,701)	(24,373)
Cash and cash equivalents, beginning of period	13,713	64	79,816	93,593
Cash and cash equivalents, end of period	$ 3,056	$ 49	$ 66,115	$ 69,220

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Overview

Weakness in the U.S. thermal coal markets impacted our first quarter results resulting from an unprecedented build in power generator coal stockpiles year to date, the continued erosion in natural gas prices and relatively soft global metallurgical demand. We expect U.S. coal consumption for power generation to decline by at least 75 million tons in 2012, as compared to 2011, due to unfavorable weather trends that have reduced power demand and contributed to a natural gas surplus. These factors have led to an increase in U.S. coal generator stockpiles to date in 2012. The industry has responded with supply reductions. Mine Safety and Health Administration data suggests that total domestic production decreased 14 million tons during the first quarter of 2012, and we expect further reductions as 2012 progresses.

In response to these market conditions, we further curtailed our production expectations for 2012 and we have taken steps to increase operational efficiency and productivity. In total, we expect to reduce annual volumes by 25 million tons in 2012 compared to originally planned levels. In the Powder River Basin, we idled one dragline, and placed another into reclamation efforts, and limited railcar loadings from the West loadout at the Black Thunder mine. In Appalachia, we delayed the startup of the longwall at the Mountain Laurel mine following the successful transition to the Cedar Grove seam, and closed five thermal operations and further curtailed production at other thermal mines. We are also taking steps to control costs by eliminating discretionary spending, reducing headcount and consolidating operations. We are controlling capital spending at thermal coal mines and controlling maintenance capital, but we are proceeding with metallurgical coal development projects, namely the Leer mine (previously known as the Tygart mine) in Appalachia, and supporting efforts to expand our coal exporting network.

We expect that coal exports will somewhat offset the weakness in domestic markets. The global cross-border hard coal trade through March is on pace to exceed the 1.2 billion-ton record set in 2011. More than 185 new coal-fueled plants are expected to come online in 2012, resulting in approximately 400 million tons of incremental annual coal demand. Momentum in global steel markets is also increasing, as steel output grew 6% during the first quarter of 2012 from the fourth quarter of 2011. We expect to export 12 million tons in 2012.

Items Affecting Comparability of Reported Results

The comparability of our operating results between the three months ended March 31, 2012 and 2011 is affected by the acquisition of ICG on June 15, 2011. To finance the acquisition, we received net proceeds of $1.3 billion from the sale of our common stock and issued $2.0 billion in aggregate principal amount of senior unsecured notes.

Results of Operations

Three Months Ended March 31, 2012 Compared to Three Months Ended March 31, 2011

Summary. Our results during the first quarter of 2012 when compared to the first quarter of 2011 were impacted substantially by our production cutbacks in response to weak market conditions, which offset the impact of higher sales pricing in all regions.

Revenues. Our revenues consist of coal sales and revenues from our ADDCAR subsidiary acquired with ICG. The following table summarizes information about coal sales during the three months ended March 31, 2012 and compares it with the information for the three months ended March 31, 2011:

	Three Months Ended March 31		Increase (Decrease)	
	2012	2011	Amount	%
	(Amounts in thousands, except per ton data and percentages)			
Coal sales	$ 1,039,651	$ 872,938	$ 166,713	19.10%
Tons sold	35,660	36,608	(948)	(2.6)%
Coal sales realization per ton sold	$ 29.15	$ 23.85	$ 5.30	22.2%

Coal sales increased in the first quarter of 2012 from the first quarter of 2011, due to an increase in the overall average price per ton sold, the result of improved pricing on metallurgical-quality coal sold and the contribution from the ICG operations, including higher-priced metallurgical coal sales volumes, as well as the impact of changes in regional mix on our average coal sales realization. Coal sales revenues attributed to acquired ICG operations were $237.2 million in the first quarter of 2012. These factors were offset by lower demand in all operating segments. We have provided more information about the tons sold and the coal sales realizations per ton by operating segment under the heading "Operating segment results".

Costs, expenses and other. The following table summarizes costs, expenses and other components of operating income for the three months ended March 31, 2012 and compares it with the information for the three months ended March 31, 2011:

	Three Months Ended March 31		Increase (Decrease) in Net Income	
	2012	2011	Amount	%
	(in thousands, except percentages)			
Cost of sales	$ 850,871	$ 653,684	$ (197,187)	(30.2)%
Depreciation, depletion and amortization	139,966	83,537	(56,429)	(67.5)
Amortization of acquired sales contracts, net	(14,017)	5,944	19,961	335.8
Selling, general and administrative expenses	30,861	30,435	(426)	(1.4)
Change in fair value of coal derivatives and coal trading activities, net	(3,613)	(1,784)	1,829	102.5
Other operating income, net	(18,498)	(1,116)	17,382	1,557.5

	$ 985,570	$ 770,700	$ (214,870)	(27.9)%

Cost of coal sales. Our cost of sales increased in the first quarter of 2012 from the first quarter of 2011 primarily from the impact of the acquisition of the ICG operations, an increase in transportation costs as a result of the increase in export shipments, and an increase in sales-sensitive costs. We have provided more information about the performance and profitability of our operating segments under the heading “Operating segment results”.

Depreciation, depletion and amortization. When compared with the first quarter of 2011, higher depreciation, depletion and amortization costs in 2012 resulted primarily from the acquired ICG operations, partially offset by the impact of lower depreciation and amortization on assets amortized or depleted on the basis of tons produced, processed, or sold.

Amortization of acquired sales contracts, net. The fair values of acquired sales contracts are amortized over the tons of coal shipped during the term of the contracts. In the first quarter of 2012, amortization expense related to contracts we acquired in 2009 with the Jacobs Ranch operations in the PRB was offset by amortization income related to the contracts we acquired with the ICG operations. We expect net amortization income of acquired sales contracts, based upon expected shipments, to be approximately $18.0 million in 2012.

Selling, general and administrative expenses. Selling, general and administrative expenses were essentially flat when compared with the first quarter of 2011. Our growth in 2012 has resulted in an increase in salary and benefit costs, travel costs, and other professional service fees. These were offset by a decrease in incentive compensation costs of $2.7 million and the net obligation under the deferred compensation plan of $1.7 million.

Other operating income, net. When compared with 2011, other operating income, net increased in 2012 primarily from a gain of $12.5 million on the sale of non-core business assets, as well contributions from the acquired ICG operations.

Operating segment results. The following table shows results by operating segment for three months ended March 31, 2012 and compares it with the information for the three months ended March 31, 2011:

	Three Months Ended March 31		Increase (Decrease)	
	2012	2011	$	%
	(in thousands, except per-ton and percentages)			
Powder River Basin				
Tons sold (in thousands)	27,215	28,830	(1,615)	(5.6)%
Coal sales realization per ton sold(1)	$ 13.87	$ 13.51	$ 0.36	2.7%
Operating margin per ton sold(2)	$ 1.15	$ 1.60	$ (0.45)	(28.1)%
Adjusted EBITDA(3) (in thousands)	$ 74,183	$ 93,716	$ (19,533)	(20.8)%
Appalachia				
Tons sold (in thousands)	4,666	3,592	1,074	29.9%
Coal sales realization per ton sold(1)	$ 88.23	$ 80.92	$ 7.31	9.0%
Operating margin per ton sold(2)	$ 1.97	$ 16.00	$ (14.03)	(87.7)%
Adjusted EBITDA(3) (in thousands)	$ 80,165	$ 77,986	$ 3,158	4.1%
Western Bituminous				
Tons sold (in thousands)	3,261	4,186	(925)	(22.1)%
Coal sales realization per ton sold(1)	$ 36.77	$ 34.87	$ 1.90	5.4%
Operating margin per ton sold(2)	$ 9.79	$ 6.36	$ 3.43	53.9%
Adjusted EBITDA(3) (in thousands)	$ 50,820	$ 47,420	$ 2,422	5.1%

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(1) Coal sales prices per ton exclude certain transportation costs that we pass through to our customers. We use these financial measures because we believe the amounts as adjusted better represent the coal sales prices we achieved within our operating segments. Since other companies may calculate coal sales prices per ton differently, our calculation may not be comparable to similarly titled measures used by those companies. For 2012, transportation costs per ton were $0.87 for the Powder River Basin, $12.30 for Appalachia and $7.01 for the Western Bituminous region. For 2011, transportation costs per ton were $0.13 for the Powder River Basin, $9.39 for Appalachia and $0.25 for the Western Bituminous region.

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

(3) Adjusted EBITDA is defined as net income attributable to the Company before the effect of net interest expense, income taxes, depreciation, depletion and amortization and the amortization of acquired sales contracts. Adjusted EBITDA may also be adjusted for items that may not reflect the trend of future results. Segment Adjusted EBITDA is reconciled to net income at the end of this “Results of Operations” section.

Powder River Basin — Segment Adjusted EBITDA decreased in the first quarter of 2012 when compared to the first quarter of 2011, due to the lower sales volumes in the Powder River Basin from the production cutbacks in response to market conditions. Per-ton costs were also higher due to the lower production levels, which offset the impact of slightly higher per-ton selling prices.

Appalachia — Segment Adjusted EBITDA increased slightly from the first quarter of 2011 primarily as a result of an increase in the volumes and pricing of metallurgical-quality coal sold. We sold 1.6 million tons of metallurgical-quality coal in the first quarter of 2012 compared to 1.4 million tons in the first quarter of 2011. The volume contributions from the acquired ICG operations were offset by the impact of unfavorable market conditions. The benefit from higher per-ton realizations, net of sales sensitive costs, in the first quarter of 2012 was offset by the impacts of lower production levels and the Mountain Laurel idling, which resulted in an increase on our average per-ton production costs, as well as approximately $7 million in severance and closure related costs.

Western Bituminous — Improved Segment Adjusted EBITDA, despite appreciably lower sales volumes, was due to improved pricing resulting from increased export shipments. Operating margins also improved as a result, but export sales also resulted in higher per-ton costs from the cost of moving coal to the point of sale.

Net interest expense. The following table summarizes our net interest expense for three months ended March 31, 2012 and compares it with the information for the three months ended March 31, 2011:

	Three Months Ended March 31		Increase (Decrease) in Net Income	
	2012	2011	Amount	%
	(Amounts in thousands, except percentages)			
Interest expense, net:				
Interest expense	(74,772)	(34,580)	(40,192)	116.2%
Interest income	1,021	746	275	36.9
	$ (73,751)	$ (33,834)	$ (39,917)	118.0%

The increase in interest expense during the first quarter of 2012 when compared with the first quarter of 2011 is the result of the ICG acquisition financing.

Income taxes. Our effective income tax rate is sensitive to changes in and the relationship between annual profitability and the deduction for percentage depletion. The following table summarizes our income taxes for the three months ended March 31, 2012 and compares it with the information for the three months ended March 31, 2011:

	Three Months Ended March 31		Increase (Decrease) in Net Income	
	2012	2011	Amount	%
	(Amounts in thousands, except percentages)			
Provision for (benefit from) income taxes	$ (21,079)	$ 12,530	$ 33,609	268.2%

The income tax provision in the first quarter of 2012 reflects our pretax loss combined with percentage depletion adjustments, including a tax benefit of $5.4 million related to the recognition of tax benefits based on an approved change in accounting method relating to partnership deductions.

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Reconciliation of Segment Adjusted EBITDA to Net Income

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

	Three Months Ended March 31,	
	2012	2011
Reported Segment Adjusted EBITDA	$ 205,172	$ 219,122
Corporate and other(1)	(25,345)	(27,676)
Adjusted EBITDA	179,827	191,446
Depreciation, depletion and amortization	(139,966)	(83,537)
Amortization of acquired sales contracts, net	14,017	(5,944)
Interest expense	(74,772)	(34,580)
Interest income	1,021	746
(Provision for) benefit from income taxes	21,079	(12,530)
Net income attributable to Arch Coal	$ 1,206	$ 55,601

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

Liquidity and Capital Resources

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

On April 30, 2012, we received commitment letters with lending institutions to refinance certain of our indebtedness having near-term maturities and to increase our liquidity in order to execute on key long-term growth initiatives, particularly the development of our metallurgical coal properties. As part of the financing package, these lenders have agreed, subject to certain customary conditions, to enter into an amendment to our existing senior secured revolving credit facility which will, among other things, suspend our compliance with the debt-to-EBITDA ratio and other financial covenants in the existing credit agreement over the next 24 months and replace them with minimum performance targets at levels consistent with the current coal market environment. We will also receive a $1 billion, six-year term loan facility, which will contain no financial maintenance covenants, and the maximum borrowing capacity of the revolving credit facility will be reduced from $2 billion to $1 billion. We will use the proceeds of the term loan to retire the outstanding $450.0 million aggregate principal amount of 6 ¾% Senior Notes due 2013 issued by Arch Western Finance, LLC ("Arch Western Finance"), our indirect subsidiary.

On May 1, 2012, Arch Western Finance commenced a cash tender offer for any and all of its outstanding senior notes. In connection with the tender offer, Arch Western Finance is soliciting consents from the holders of the senior notes for certain proposed amendments to the indenture governing the notes that would eliminate most of the covenants and certain default provisions applicable to the senior notes, as well as reduce the minimum notice period in the optional redemption provision of the senior notes from 30 days to three days. If Arch Western Finance purchases less than all of the outstanding senior notes in the tender offer, it intends to redeem any senior notes that remain outstanding. The terms and conditions of the tender offer and consent solicitation are described in an Offer to Purchase and Consent Solicitation Statement (the "Statement") and a related Consent and Letter of Transmittal (the "Letter of Transmittal"), which have been sent to holders of the senior notes. Arch Western Finance's obligations to accept any senior notes tendered and to pay the applicable consideration for them are set forth solely in the Statement and the Consent and Letter of Transmittal. This Quarterly Report on Form 10-Q is not an offer to purchase, a solicitation of an offer to sell, or a solicitation of consents with respect to any securities. Neither we nor Arch Western Finance is making any recommendation in connection with the tender offer and the consent solicitation. The Consent Solicitation expires on May 14, 2012, prior to which the consideration for each $1,000 of principal is $1,002.50. For notes tendered after the expiration of the Consent Solicitation and before May 29, 2012, the end of the tender offer, the consideration for each $1,000 of principal is $972.50.

Our strategy to maintaining our liquidity in the near term includes a reduction of our dividend from $0.11 to $0.03 per share.

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

	March 31, 2012	December 31, 2011
	(In thousands)	
Indebtedness to banks under credit facilities	$ 515,300	$ 481,300
6.75% senior notes ($450.0 million face value) due July 1, 2013	450,809	450,971
8.75% senior notes ($600.0 million face value) due August 1, 2016	589,463	588,974
7.00% senior notes due June 15, 2019 at par	1,000,000	1,000,000
7.25% senior notes due October 1, 2020 at par	500,000	500,000
7.25% senior notes due June 15, 2021 at par	1,000,000	1,000,000
Other	14,580	21,903
	4,070,152	4,043,148
Less current maturities of debt and short-term borrowings	102,356	280,851
Long-term debt	$ 3,967,796	$ 3,762,297

The Company's average borrowing level under lines of credit and short term borrowings was approximately $489 million and $60 million for the three months ended March 31, 2012 and 2011, respectively.

The following is a summary of cash provided by or used in each of the indicated types of activities during the three months ended March 31, 2012 and March 31, 2011.

	Three Months Ended March 31	
	2011	2011
	(in thousands)	
Cash provided by (used in):		
Operating activities	$ 54,990	$ 86,145
Investing activities	(83,750)	(93,529)
Financing activities	8,381	(16,989)

Cash provided by operating activities decreased in the first quarter of 2012 compared to 2011, driven by lower operating income.

We used less cash in investing activities in the first quarter of 2012 compared to the amount used in 2011, primarily due to the disposition of non-core assets and a decrease in investments and prepaid royalties in 2012. These factors were offset by an increase in capital expenditures, we spent approximately $37 million during the first quarter of 2012 on the development of the Leer mine, previously the Tygart Valley mine.

Cash provided by financing activities was $8.4 million in the first quarter of 2012, compared to the cash used in financing activities during 2011 of $17.0 million due to an increase in borrowings under lines of credit of $29.3 million, partially offset by an increase in dividends paid of $7.1 million, due to an increase in shares outstanding as a result of the shares issued in 2011 to finance the ICG acquisition and an increase of $0.01 in the dividend rate.

Ratio of Earnings to Fixed Charges

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

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	Three Months Ended March 31	
	2012	2011
Ratio of earnings to combined fixed charges and preference dividends(1)	0.74x	2.84x

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

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We manage our commodity price risk for our non-trading, long-term coal contract portfolio through the use of long-term coal supply agreements, and to a limited extent, through the use of derivative instruments. At March 31, 2012, our commitments for 2012 and 2013 are as follows:

	2012		2013	
	Tons	**$ per ton**	**Tons**	**$ per ton**
Sales Volume *(in millions tons)*				
Thermal	128 - 134			
Met	8 - 8.5			
Total	136 - 142.5			
Powder River Basin				
Committed, Priced	98.5	$14.10	52.8	$ 14.98
Committed, Unpriced	3.4		11.5	
Average Cash Cost		$11.50 - $12.50		
Western Bituminous				
Committed, Priced	13.9	$36.32	10.3	$ 39.63
Committed, Unpriced	0.1		—	
Average Cash Cost		$24.00 - $27.00		
Appalachia				
Committed, Priced Thermal	9.7	$68.02	4.2	$ 64.01
Committed, Unpriced Thermal	0.3		—	
Committed, Priced Metallurgical	6.0	$126.64	0.2	$ 111.13
Committed, Unpriced Metallurgical	0.3		0.1	
Average Cash Cost		$68.00 - $73.00		
Illinois Basin				
Committed, Priced	2.2	$41.28	1.5	$ 43.36
Average Cash Cost		$ 32.00 - $35.00		
Corporate *(in $ millions)*				
D,D&A		$520 - $550		
S,G&A		$125 - $135		
Interest Expense		$290 - $300		
Capital Expenditures		$410 - $440		

We are exposed to commodity price risk in our coal trading activities, which represents the potential future loss that could be caused by an adverse change in the market value of coal. Our coal trading portfolio included forward, swap and put and call option contracts at March 31, 2012. With respect to our coal trading portfolio at March 31, 2012 the potential for loss of future earnings resulting from changing coal prices was insignificant. The estimated future realization of the value of the trading portfolio is $4.3 million of losses in the remainder of 2012 and $2.2 million of losses in 2013.

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

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

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

During the year ended March 31, 2012, VaR for our coal trading and risk management positions that are recorded at fair value through earnings ranged from under $1.8 million to $4.1 million. The linear mean of each daily VaR was $3.0 million. The final VaR at March 31, 2012 was $2.5 million. We have also entered into positions for risk management purposes for which we could not elect hedge accounting.

We are also exposed to the risk of fluctuations in cash flows related to our purchase of diesel fuel. We expect to use approximately 75 million to 80 million gallons of diesel fuel annually in our operations. We enter into forward physical purchase contracts, as well as purchased heating oil options, to reduce volatility in the price of diesel fuel for our operations. At March 31, 2012 the Company had protected the price of approximately 85% of its expected purchases for remainder of fiscal year 2012 and approximately 55% of our purchases for the first quarter of 2013, mostly through the use of the derivative instruments noted above. The heating oil options do not qualify for hedge accounting. A $0.25 per gallon decrease in the price of heating oil would not result in an increase in our expense related to the heating oil derivatives.

We are exposed to market risk associated with interest rates due to our existing level of indebtedness. At March 31, 2012, of our $4.1 billion principal amount of debt outstanding, approximately $515 million of outstanding borrowings have interest rates that fluctuate based on changes in the market rates. An increase in the interest rates related to these borrowings of 25 basis points would result in an annualized increase in interest expense of $1.3 million, based on borrowing levels at March31, 2012.

Item 4. Controls and Procedures.

We performed an evaluation under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of March 31, 2012. Based on that evaluation, our management, including our chief executive officer and chief financial officer, concluded that the disclosure controls and procedures were effective as of such date.

On June 15, 2011, we completed our acquisition of ICG. While management does not expect significant changes to our financial reporting processes and related internal controls as a result of the ICG acquisition, it will take time for us to fully complete the integration of ICG's information systems and personnel with ours. Integration efforts are continuing as of March 31, 2012.

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

PART II
OTHER INFORMATION

Item 1. Legal Proceedings

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

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Permit Litigation Matters

Surface mines at our Mingo Logan and Coal-Mac mining operations were identified in an existing lawsuit brought by the Ohio Valley Environmental Coalition (OVEC) in the U.S. District Court for the Southern District of West Virginia as having been granted Clean Water Act § 404 permits by the Army Corps of Engineers ("Corps"), allegedly in violation of the Clean Water Act and the National Environmental Policy Act. The lawsuit, brought by OVEC in September 2005, originally was filed against the Corps for permits it had issued to four subsidiaries of a company unrelated to us or our operating subsidiaries. The suit claimed that the Corps had issued permits to the subsidiaries of the unrelated company that did not comply with the National Environmental Policy Act and violated the Clean Water Act.

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

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

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

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

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

On October 15, 2010, the United States moved to extend the existing stay for an additional 120 days (until February 22, 2011) while the EPA Administrator reviewed the "Recommended Determination" issued by the EPA Region 3. By Memorandum Opinion and Order dated November 2, 2010, the court granted the United States' motion. On January 13, 2011, the EPA issued its "Final Determination" to withdraw the specification of two of the three watersheds as a disposal site for dredged or fill material approved under the current Section 404 permit. The court has been notified of the Final Determination and by order dated March 21, 2011 stayed further proceedings in the case until further order of the court, in light of the challenge to the EPA's "Final Determination" currently pending in federal court in Washington, DC. As described more fully below, the federal court in Washington DC, by Memorandum and Opinion and separate Order, each dated March 23, 2012, granted Mingo Logan's motion for summary judgment, vacated EPA's Final Determination and found valid and in full force Mingo Logan's Section 404 permit. On April 5, 2012, Mingo Logan moved to lift the stay referenced above. The motion is pending before the court.

EPA Actions Related to Water Discharges from the Spruce Permit

By letter of September 3, 2009, the EPA asked the Corps of Engineers to suspend, revoke or modify the existing permit it issued in January 2007 to Mingo Logan under Section 404 of the Clean Water Act, claiming that "new information and circumstances have arisen which justify reconsideration of the permit." By letter of September 30, 2009, the Corps of Engineers advised the EPA that it would not reconsider its decision to issue the permit. By letter of October 16, 2009, the EPA advised the Corps that it has "reason to

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

Pursuant to a scheduling order for summary disposition of the case, motions and cross-motions for summary judgment by both parties were filed. On November 30, 2011, the court heard arguments from the parties limited only to the threshold issue of whether the EPA had the authority under Section 404(c) of the Clean Water Act to withdraw the specification of the disposal site after the Corps had already issued a permit under Section 404(a). The court deferred consideration of the remaining issue (i.e. whether the EPA's "Final Determination" is otherwise lawful) until after consideration of the threshold issue. On March 23, 2012, the court entered an Order and a Memorandum Opinion granting Mingo Logan's motion for summary judgment, denying EPA's cross-motion for summary judgment, vacating the Final Determination and ordering that Mingo Logan's Section 404 permit remains valid and in full force. The order entering judgment for Mingo Logan and against EPA is final and appealable.

Allegheny Energy Contract Matter

Allegheny Energy Supply ("Allegheny"), the sole customer of coal produced at our subsidiary Wolf Run Mining Company's ("Wolf Run") Sycamore No. 2 mine, filed a lawsuit against Wolf Run, Hunter Ridge Holdings, Inc. ("Hunter Ridge"), and ICG in state court in Allegheny County, Pennsylvania on December 28, 2006, and amended its complaint on April 23, 2007. Allegheny claimed that Wolf Run breached a coal supply contract when it declared force majeure under the contract upon idling the Sycamore No. 2 mine in the third quarter of 2006, and that Wolf Run continued to breach the contract by failing to ship in volumes referenced in the contract. The Sycamore No. 2 mine was idled after encountering adverse geologic conditions and abandoned gas wells that were previously unidentified and unmapped.

After extensive searching for gas wells and rehabilitation of the mine, it was re-opened in 2007, but with notice to Allegheny that it would necessarily operate at reduced volumes in order to safely and effectively avoid the many gas wells within the reserve. The amended complaint also alleged that the production stoppages constitute a breach of the guarantee agreement by Hunter Ridge and breach of certain representations made upon entering into the contract in early 2005. Allegheny voluntarily dropped the breach of representation claims later. Allegheny claimed that it would incur costs in excess of $100 million to purchase replacement coal over the life of the contract. ICG, Wolf Run and Hunter Ridge answered the amended complaint on August 13, 2007, disputing all of the remaining claims.

On November 3, 2008, ICG, Wolf Run and Hunter Ridge filed an amended answer and counterclaim against the plaintiffs seeking to void the coal supply agreement due to, among other things, fraudulent inducement and conspiracy. On September 23, 2009, Allegheny filed a second amended complaint alleging several alternative theories of liability in its effort to extend contractual liability to ICG, which was not a party to the original contract and did not exist at the time Wolf Run and Allegheny entered into the contract. No new substantive claims were asserted. ICG answered the second amended complaint on October 13, 2009, denying all of the new claims. The Company's counterclaim was dismissed on motion for summary judgment entered on May 11, 2010. Allegheny's claims against ICG were also dismissed by summary judgment, but the claims against Wolf Run and Hunter Ridge were not. The court conducted a non-jury trial of this matter beginning on January 10, 2011 and concluding on February 1, 2011.

At the trial, Allegheny presented its evidence for breach of contract and claimed that it is entitled to past and future damages in the aggregate of between $228 million and $377 million. Wolf Run and Hunter Ridge presented their defense of the claims, including evidence with respect to the existence of force majeure conditions and excuse under the contract and applicable law. Wolf Run and Hunter Ridge presented evidence that Allegheny's damages calculations were significantly inflated because it did not seek to determine damages as of the time of the breach and in some instances artificially assumed future nondelivery or did not take into account the apparent requirement to supply coal in the future. On May 2, 2011, the trial court entered a Memorandum and Verdict determining that Wolf Run had breached the coal supply contract and that the performance shortfall was not excused by force majeure. The trial court awarded total damages and interest in the amount of $104.1 million. ICG and Allegheny filed post-verdict

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motions in the trial court and on August 23, 2011, the court denied the parties' motions. The court entered a final judgment on August 25, 2011, in the amount of $104.1 million, which included pre-judgment interest. The parties appealed the lower court's decision to the Superior Court of Pennsylvania. Wolf Run and Hunter Ridge have filed an appeal bond in the amount of $124.9 million. Briefing is complete and oral argument is scheduled for May 16, 2012.

Saratoga Class Action Matter

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

ICG Eastern

On June 11, 2010, the West Virginia Department of Environmental Protection ("WVDEP") filed suit against ICG Eastern, LLC ("ICG Eastern") alleging violations of the West Virginia Water Pollution Control/National Pollutant Discharge Elimination System ("WVNPDES") and Surface Mine Permits for ICG Eastern's Birch River surface mine. The WVDEP alleges that ICG Eastern has failed to fully comply with the effluent limits for aluminum, manganese, pH, iron and selenium contained in its WVNPDES permit. The complaint further alleges that violations of the WVNPDES permit effluent limits have caused violations of water quality standards for the same parameters in the streams receiving the discharges from this mine. The WVDEP also alleges that violations of the effluent limits in the WVNPDES permits are also violations of the regulations governing surface mining in West Virginia. ICG Eastern and the WVDEP executed a settlement agreement that will require ICG Eastern to pay a monetary penalty of $0.2 million and accept the imposition of a compliance schedule related to selenium and other water quality parameters. The settlement agreement was submitted to the Webster County Circuit Court on December 30, 2010, was made available for public comment by the WVDEP and was thereafter entered by the court on April 18, 2011. The settlement agreement resolves all of the WVDEP's claims in the suit. In a supplemental consent decree, WVDEP and ICG negotiated and agreed to a resolution related to certain alleged selenium effluent limit violations beginning after April 5, 2010 which were reserved from the original consent decree due to both administrative appeal board and state circuit court stays. The court approved and entered the supplemental consent decree by order dated November 4, 2011 and filed November 7, 2011.

ICG Hazard

The Sierra Club, on December 3, 2010, filed a Notice of Intent ("NOI") to sue ICG Hazard, LLC ("Hazard") alleging violations of the Clean Water Act and the Surface Mining Control and Reclamation Act of 1977 at Hazard's Thunder Ridge surface mine. The NOI, which was supplemented by a revised filing on February 24, 2011, claims that Hazard is discharging selenium and contributing to conductivity levels in the receiving streams in violation of state and federal regulations. On May 24, 2011, the Sierra Club sued Hazard in U.S. District Court for the Eastern District of Kentucky under the Citizens Suit provisions of the Clean Water Act and the Surface Mining Control and Reclamation Act seeking civil penalties, injunctive relief and attorneys' fees. On February 17, 2012, ICG Hazard filed a motion for summary judgment. Also on February 17, 2012, the Sierra Club filed a competing motion for summary judgment.

Kentucky Energy and Environment Cabinet

On December 3, 2010, the Kentucky Energy and Environment Cabinet ("Cabinet") filed suit against Hazard, ICG Knott County, LLC, ICG East Kentucky, LLC and Powell Mountain Energy, LLC (collectively, "KY Operations") alleging that the KY Operations failed to comply with the terms and conditions of the Kentucky Pollutant Discharge Elimination System ("KPDES") permits issued by the Cabinet's Division of Water to the KY Operations. Among the claims lodged by the Cabinet were allegations that contract water monitoring laboratories retained by the KY Operations did not adhere to the practices and procedures required for conducting KPDES monitoring, the contract laboratories failed to properly document and maintain records of the monitoring and the KY Operations submitted quarterly Discharge Monitoring Reports that sometimes contained inaccurate, incomplete and erroneous information. The KY Operations and the Cabinet entered a proposed Consent Judgment contemporaneously with the filing of the complaint that, if approved by the Franklin County (KY) Circuit Court, will require the KY Operations to pay a monetary penalty of $0.4 million, to prepare and implement a Corrective Action Plan that corrects the deficiencies in the respective KPDES monitoring programs, to identify the responsible corporate officers for each KPDES permit and to provide specific detailed information in support

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of the Discharge Monitoring Reports to be filed for the fourth quarter 2010 and first quarter 2011. Final resolution of this matter is pending approval by the court. On February 11, 2011, the court entered an order allowing certain anti-mining groups to intervene in the action to contest the validity of the Consent Judgment. The hearing on the entry of the Consent Judgment was held beginning August 30, 2011 and the matter is pending a decision from the court.

By letter dated June 28, 2011, Appalachian Voices, Inc., Waterkeeper Alliance, Inc., Kentuckians for the Commonwealth, Inc., Kentucky Riverkeeper, Inc., Ms. Pat Banks, Ms. Lanny Evans, Mr. Thomas H. Bonny, and Mr. Winston Merrill Combs (collectively, "Appalachian Voices") filed a NOI to sue the KY Operations for alleged violations of the Clean Water Act. The NOI claims that ICG has violated and continues to violate effluent standards or limitations under the Clean Water Act in reference to KPDES Coal General Permit. The NOI also alleges a lack of diligent prosecution related to the lawsuit filed by the Kentucky Energy and Environment Cabinet (as referenced and described above). On October 25, 2011, Appalachian Voices sued the KY Operations in U.S. District Court for the Eastern District of Kentucky under the Citizens Suit provisions of the Clean Water Act seeking civil penalties, injunctive relief and attorneys' fees.

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

In September 2006, our board of directors authorized a share repurchase program for the purchase of up to 14,000,000 shares of our common stock. There is no expiration date on the current authorization, and we have not made any decisions to suspend or cancel purchases under the program. As of March 31, 2012, there were [ ] shares of our common stock available for purchase under this program. We did not purchase any shares of our common stock under this program during the quarter ended March 31, 2012. Based on the closing price of our common stock as reported on the New York Stock Exchange on April [ ], 2012, the approximate dollar value of our common stock that may yet be purchased under this program was $XX million.

Item 4. Mine Safety Disclosures

The statement concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95 to this Quarterly Report on Form 10-Q for the period ended March 31, 2012.

Item 6. Exhibits.

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

10.1	Form of Non-Qualified Stock Option Agreement
10.2	Form of Restricted Stock Unit Contract
10.3	Form of Restricted Stock Unit Contract for Non-Employee Directors
10.4	Form of Performance Unit Contract
12.1	Computation of ratio of earnings to combined fixed charges and preference dividends.
31.1	Rule 13a-14(a)/15d-14(a) Certification of John Eaves.
31.2	Rule 13a-14(a)/15d-14(a) Certification of John T. Drexler.
32.1	Section 1350 Certification of John Eaves.
32.2	Section 1350 Certification of John T. Drexler.
95	Mine Safety Disclosure Exhibit
101	Interactive Data File

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Signatures

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

Arch Coal, Inc.

By: /s/ John T. Drexler
John T. Drexler
Senior Vice President and Chief Financial Officer

May 10, 2012

Form of Award Agreement
(Non-Qualified Stock Option)

Name of employee:

Name of plan: 1997 Stock Incentive Plan, as amended

Date of option grant:

Number of option shares:

Option price per share:

Vesting schedule:

Expiration date:

Arch Coal, Inc. (the "Company") hereby confirms this grant of a non-qualified stock option to purchase shares of Arch Coal, Inc. common stock (the "Option") to the above-named employee ("Participant"). The terms of this Award Agreement and the 1997 Stock Incentive Plan, as amended (the "Plan"), shall govern the Option in all respects. Capitalized terms used in this Award Agreement but not otherwise defined herein shall have the meanings assigned to them in the Plan.

Subject to the terms of the Plan, the Option granted hereunder shall vest and become exercisable based on the vesting schedule described above. In addition, the Option can become exercisable upon the occurrence of other events as specified in the Plan. Notwithstanding the foregoing and notwithstanding anything contained in the Plan to the contrary, if the Participant's Date of Termination occurs on or after the date on which the Participant attains age 58, the Participant has five years of continuous service with the Company and/or one or more of the Related Companies immediately prior to the Date of Termination and the Participant has not been terminated for Cause, then the Option shall continue to vest and become exercisable in accordance with the vesting schedule described above, and the Option shall remain exercisable for the lesser of (i) a period of five years from the Participant's Date of Termination or (ii) the remaining term of the Option and thereafter shall be forfeited if not exercised.

[Participant hereby agrees that the Company (and/or Participant's employer, as appropriate) may deduct from any payroll or other amounts payable to Participant, an amount in satisfaction of and/or equal to, any tax, employee's national insurance contributions, and any employer's (secondary Class 1) national insurance contributions (to the extent such amounts may be lawfully reimbursed or recovered, as the case may be, from the relevant Participant), which the Company or Participant's employer may become liable to withhold or pay in respect of any such payment.]

[This grant of an Option and the Stock to be issued upon the exercise or vesting of such Option shall be made available only to an employee of the Company or its Subsidiary in reliance of the prospectus exemption set out in Section 273(1)(f) of the Securities and Futures Act (Chapter 289) of Singapore. Please note that neither this agreement nor any other document or material in connection with this offer of the Option and the Stock thereunder has been or will be lodged, registered or reviewed by any regulatory authority in Singapore.]

Nothing in the Plan or this Award Agreement should confer on any Participant any right to continue in the employment of the Company or interfere in any way with the right of the Company to terminate Participant's employment at any time.

Arch Coal, Inc.

John Ziegler
Vice President — Human Resources

ACKNOWLEDGMENT

Please click the 'accept' button below to confirm your acceptance of the terms and conditions of this Award Agreement and the terms and conditions of the Plan within 60 days of issuance of this Agreement. By confirming acceptance, you (a) acknowledge receipt of a copy of the Plan; (b) represent that you have read and are familiar with the Plan's terms; (c) accept the Option subject to all of the terms and provisions of this Agreement and of the Plan under which it is granted, as the Plan may be amended in accordance with its terms; and (d) agree to accept as binding, conclusive, and final all decisions or interpretations of the Administrator concerning any questions arising under the Plan with respect to the Option.

Exhibit 10.2

Form of Restricted Stock Unit Contract
(Not Transferable)

This Contract, by and between Arch Coal, Inc., a Delaware corporation (the "Company"), and (the "Participant"), is made and entered into as a separate inducement in connection with the Participant's employment and not in lieu of any salary or other compensation for the Participant's services, pursuant to which the company has awarded, restricted stock units ("Units") to the Participant, subject to the provisions of the Arch Coal, Inc. 1997 Stock Incentive Plan, as amended from time to time (the "Plan"), a copy of which has been made available to the Participant, and to the terms and conditions set forth below, which constitute the entire understanding between the Company and the Participant with respect to this Contract.

This Contract is executed as of .

Arch Coal, Inc.

John Ziegler
Vice President - Human Resources

ACKNOWLEDGMENT

Please click the 'accept' button below to confirm your acceptance of the terms and conditions of this Contract and the terms and conditions of the Plan within 60 days of issuance of this Agreement. By confirming acceptance, you (a) acknowledge receipt of a copy of the Plan; (b) represent that you have read and are familiar with the Plan's terms; (c) accept the award subject to all of the terms and provisions of this Contract and of the Plan under which it is granted, as the Plan may be amended in accordance with its terms; and (d) agree to accept as binding, conclusive, and final all decisions or interpretations of the Administrator concerning any questions arising under the Plan with respect to this Contract.

Terms and Conditions of Restricted Stock Unit Contract

1. **Definitions.** Capitalized terms, not otherwise defined herein shall have the same meanings set forth in the Plan.

2. **Vesting Dates.** The Units will vest in full on (the "Vesting Date").

3. **Payout of Award.** Subject to the provisions of this Contract and the Plan, the Participant is awarded the aggregate number of Units set forth in this Contract, evidencing the right to receive an equivalent number of shares of Stock. Payment of vested Units shall be made as soon as practicable following the Vesting Date. Settlement will be made by payment in shares of Stock or cash, as determined by the Committee and in accordance with the Plan. If paid in shares of Stock, such shares of Stock shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 9, or any applicable law, rule or regulation.

4. **Non-transferable.** The Participant agrees that the Units may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

5. **Change of Control.** The Units will vest automatically and without any further action on the part of the Company or the Participant immediately following any Change of Control.

6. **Sale of Subsidiary.** The Units will vest automatically and without any further action on the part of the Company or the Participant if the Participant is employed by a Subsidiary of the Company immediately following the sale or disposition of such Subsidiary by the Company; provided, however, that the Participant was not offered another position with the Company, which includes substantially equivalent salary, benefits, duties and responsibilities as the Participant's last position.

7. **Tax Withholding.** The Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company, if any, which arise in connection with the Units or any payment in settlement thereof. The Company shall have no obligation to deliver shares of Stock or payment in settlement until the tax withholding obligations of the Company have been satisfied by the Participant.

   [Participant hereby agrees that the Company (and/or Participant's employer, as appropriate) may deduct from any payroll or other amounts payable to Participant, an amount in satisfaction of and/or equal to, any tax, employee's national insurance contributions, and any employer's (secondary Class 1) national insurance contributions (to the extent such amounts may be lawfully reimbursed or recovered, as the case may be, from the relevant Participant), which the Company or Participant's employer may become liable to withhold or pay in respect of any such payment.]

8. **Certificate Registration.** If settled in shares of Stock, the certificate issuable upon vesting of the Units shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

9. **Restrictions on Issuance of Shares.** The grant of the Units and any settlement thereof shall be subject to compliance with all applicable requirements of federal, state or foreign law. If settled in shares, the issuance of shares of Stock upon vesting of the Units shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Units shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to issuance of the shares of Stock upon vesting of the Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to

evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

[This grant of Units and the shares of Stock, if any, to be issued upon payout shall be made available only to an employee of the Company or its Subsidiary in reliance of the prospectus exemption set out in Section 273(1)(f) of the Securities and Futures Act (Chapter 289) of Singapore. Please note that neither this agreement nor any other document or material in connection with this offer of Units and the shares of Stock, if any, paid upon settlement of the Units has been or will be lodged, registered or reviewed by any regulatory authority in Singapore.]

10. **Fractional Shares**. If settled in shares of Stock, the Company shall not be required to issue fractional shares upon the vesting of the Units.

11. **Termination of Employment.** The Participant agrees that, except as set forth below, upon his or her termination from the Company or a Related Company for any reason prior to Vesting Date, the Participant shall forfeit any rights he or she may have under this Contract on the effective Date of Termination. In the event that the Participant's employment by the Company or a Related Company is terminated prior to the Vesting Date, but either on or after a Retirement Event or by reason of death or Disability, and the Participant has not been terminated for Cause, the number of Units under this Contract eligible for payout at the Vesting Date shall equal (i) the number of Units granted pursuant to this Contract, multiplied by (ii) a fraction, the numerator of which is the number of days during the period beginning on , 20 and ending on the Participant's Date of Termination, and the denominator of which is the number of days during the period beginning on , 20 and ending on the Vesting Date. In the event the immediately preceding sentence applies, effective as of the Date of Termination, all Units in excess of the amount that are eligible for vesting by operation of the immediately preceding sentence shall be forfeited and cease to be outstanding. For purposes hereof, a "Retirement Event" means the date the Participant reaches age 58 and has five years of continuous service with the Company and/or one or more of the Related Companies immediately prior to the Date of Termination.

12. **Stockholder Rights.** The Participant shall have no rights as a holder of Stock with respect to the Units granted hereunder. Notwithstanding the foregoing, the Participant shall have the right to receive a cash payment (the "Dividend Equivalent Payment") with respect to the Units (if any) that vest pursuant to this Contract, subject to withholding pursuant to the terms of this Contract and the Plan, in an amount equal to the aggregate cash dividends that would have been paid to Participant if Participant had been the record owner, on each record date for a cash dividend during the period from , 20 through the settlement date of the Units, of a number of shares of Stock equal to the number of Units that actually vest on the Vesting Date under this Contract. The Dividend Equivalent Payment shall be made on the settlement date of the Units. Participant shall not be entitled to receive any payments with respect to any non-cash dividends or other distributions that may be made with respect to shares of Stock.

13. **Adjustments.** The Units shall automatically and without any further action on the part of the Company or the Participant be adjusted if and to the extent that the Stock underlying the Units becomes subject to a stock dividend, stock split, recapitalization, merger, consolidation, reorganization or other event.

14. **Personnel & Compensation Committee Actions.** The Committee may, in its discretion, remove, modify or accelerate the vesting schedule with respect to the Units under such circumstances as the Committee, in its discretion, shall determine, subject however to the terms of the Plan.

15. **Effect of Award on Employment.** Nothing in this Contract shall be construed as an agreement for the continued employment of the Participant, and Company shall have the right to terminate the employment of the Participant at any time for any reason, with or without cause.

16. **Further Assurances.** Each of the parties hereto agrees to execute and deliver all consents and other instruments and take all other actions deemed necessary or desirable by counsel for the Company to carry out each provision of this Contract and the Plan.

17. **Governing Law.** The validity, interpretation, performance and enforcement of this Contract shall be

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governed by the laws of the State of Delaware, determined without regard to its conflict of law provisions.

18. **Plan Governs.** This Contract has been executed pursuant to the Plan, and each and every provision of this Contract shall be subject to the provisions of such Plan and, except as otherwise provided herein, the terms therein shall govern this Contract. In the event of any conflict between the terms of this Contract and any other documents or materials provided to the Participant, the terms of this Contract will control.

Form of Restricted Stock Unit Contract for Non-Employee Directors
(Not Transferable)

This Contract, by and between Arch Coal, Inc., a Delaware corporation (the “Company”), and (the “Participant”), is made and entered into to evidence the regular annual award of restricted stock units (“Units”) to the Participant. The award of the Units is subject to the provisions of the Arch Coal, Inc. 1997 Stock Incentive Plan, as amended from time to time (the “Plan”), a copy of which has been made available to the Participant, and to the terms and conditions set forth below, which constitute the entire understanding between the Company and the Participant with respect to this Contract.

This Contract is executed as of .

Arch Coal, Inc.

John Ziegler, Jr.
Vice President - Human Resources

ACKNOWLEDGMENT

The undersigned hereby acknowledges having read the Plan and this Contract, and hereby agrees to be bound by all the provisions set forth in the Plan and this Contract.

[Director Name]

Terms and Conditions of Restricted Stock Unit Contract

1. **Definitions.** Capitalized terms, not otherwise defined herein shall have the same meanings set forth in the Plan.

2. **Vesting Dates.** The Units will vest in full upon your separation from service with the Company as a member of the Company’s Board of Directors (the “Board”), upon your death or upon a Change in Control (the date of such occurrence is defined as the “Vesting Date”); provided, however, that termination of Board membership for cause or for reasons other than retirement, disability or death will result in forfeiture of all Units.

3. **Payout of Award.** Subject to the provisions of this Contract and the Plan, the Participant is awarded the aggregate number of Units set forth in this Contract, evidencing the right to receive an equivalent number of shares of Stock. Payment of vested Units shall be made as soon as practicable following the Vesting Date. Settlement will be made by payment in shares of Stock or cash, as determined by the Committee and in accordance with the Plan. If paid in shares of Stock, such shares of Stock shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 7, or any applicable law, rule or regulation.

4. **Non-transferable.** The Participant agrees that the Units may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

5. **Tax Withholding.** The Participant hereby authorizes withholding from any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company, if any, which arise in connection with the Units or any payment in settlement thereof. The Company shall have no obligation to deliver shares of Stock or payment in settlement until the tax withholding obligations of the Company have been satisfied by the Participant.

6. **Certificate Registration.** If settled in shares of Stock, the certificate issuable upon vesting of the Units shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

7. **Restrictions on Issuance of Shares.** The grant of the Units and any settlement thereof shall be subject to compliance with all applicable requirements of federal, state or foreign law. If settled in shares, the issuance of shares of Stock upon vesting of the Units shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company’s legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Units shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to issuance of the shares of Stock upon vesting of the Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

8. **Fractional Shares**. If settled in shares of Stock, the Company shall not be required to issue fractional shares upon the vesting of the Units.

9. **Stockholder Rights.** The Participant shall have no rights as a holder of Stock with respect to the Units granted hereunder. Notwithstanding the foregoing, the Participant shall have the right to receive a cash payment (the “Dividend Equivalent Payment”) with respect to the Units (if any) that vest pursuant to this Contract, subject to withholding pursuant to the terms of this Contract and the Plan, in an amount equal to the aggregate cash dividends that would have been paid to Participant if Participant had been the record owner, on each record date for a cash dividend during the period from , 20 through the

settlement date of the Units, of a number of shares of Stock equal to the number of Units that actually vest on the Vesting Date under this Contract. The Dividend Equivalent Payment shall be made on the settlement date of the Units. Participant shall not be entitled to receive any payments with respect to any non-cash dividends or other distributions that may be made with respect to shares of Stock.

10. **Adjustments.** The Units shall automatically and without any further action on the part of the Company or the Participant be adjusted if and to the extent that the Stock underlying the Units becomes subject to a stock dividend, stock split, recapitalization, merger, consolidation, reorganization or other event.

11. **Personnel & Compensation Committee Actions.** The Committee may, in its discretion, remove, modify or accelerate the vesting schedule with respect to the Units under such circumstances as the Committee, in its discretion, shall determine, subject however to the terms of the Plan.

12. **Further Assurances.** Each of the parties hereto agrees to execute and deliver all consents and other instruments and take all other actions deemed necessary or desirable by counsel for the Company to carry out each provision of this Contract and the Plan.

13. **Governing Law.** The validity, interpretation, performance and enforcement of this Contract shall be governed by the laws of the State of Delaware, determined without regard to its conflict of law provisions.

14. **Plan Governs.** This Contract has been executed pursuant to the Plan, and each and every provision of this Contract shall be subject to the provisions of such Plan and, except as otherwise provided herein, the terms therein shall govern this Contract. In the event of any conflict between the terms of this Contract and any other documents or materials provided to the Participant, the terms of this Contract will control.

Form of Performance Unit Contract
(Not Transferable)

This Contract, by and between Arch Coal, Inc., a Delaware corporation (the "Company"), and (the "Participant"), is made and entered into as a separate inducement in connection with the Participant's employment and not in lieu of any salary or other compensation for the Participant's services, pursuant to which the company has awarded up to performance units ("Units") to the Participant, subject to the provisions of the Arch Coal, Inc. 1997 Stock Incentive Plan, as amended from time to time (the "Plan"), a copy of which has been provided to the Participant, and to the terms and conditions set forth below, which, together with the Performance Unit Grant Memorandum dated to the Participant, constitute the entire understanding between the Company and the Participant with respect to this Contract.

This Contract is executed as of .

Arch Coal, Inc.

John Ziegler
Vice President - Human Resources

ACKNOWLEDGMENT

Please click the 'accept' button below to confirm your acceptance of the terms and conditions of this Contract and the terms and conditions of the Plan within 60 days of issuance of this Agreement. By confirming acceptance, you (a) acknowledge receipt of a copy of the Plan; (b) represent that you have read and are familiar with the Plan's terms; (c) accept the award subject to all of the terms and provisions of this Contract and of the Plan under which it is granted, as the Plan may be amended in accordance with its terms; and (d) agree to accept as binding, conclusive, and final all decisions or interpretations of the Administrator concerning any questions arising under the Plan with respect to this Contract.

Terms and Conditions of Performance Unit Contract

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan, as may be amended from time to time.

2. **Performance Period.** The Performance Period during which the performance criteria shall be measured will be the 3-year period beginning January 1, 20 and ending December 31, 20 .

3. **Payout of Award.** Except as otherwise set forth herein, each Performance Unit entitles the Participant to receive $1.00 in value for the unit at the end of the Performance Period if the Participant is an employee of the Company or one of its Subsidiaries as of such date and to the extent the performance parameters outlined in the attached memorandum are met. The value of the Performance Units earned may be paid, at the election of the Board of Directors of the Company, in cash, shares of Stock, Restricted Stock, Restricted Stock Units, or a combination thereof.

4. **Non-transferable.** The Participant agrees that the Performance Units awarded under this Contract may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

5. **Change of Control**. The Performance Units will vest automatically and without any further action on the part of the Company or the Participant immediately following any Change of Control.

6. **Tax Withholding**. The Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company, if any, which arise in connection with the Units or any payment in settlement thereof. The Company shall have no obligation to deliver payment in settlement until the tax withholding obligations of the Company have been satisfied by the Participant.

   [Participant hereby agrees that the Company (and/or Participant's employer, as appropriate) may deduct from any payroll or other amounts payable to Participant, an amount in satisfaction of and/or equal to, any tax, employee's national insurance contributions, and any employer's (secondary Class 1) national insurance contributions (to the extent such amounts may be lawfully reimbursed or recovered, as the case may be, from the relevant Participant), which the Company or Participant's employer may become liable to withhold or pay in respect of any such payment.]

7. **Restrictions on Grant of the Award and Payout of Award**. The grant of the Performance Units and any settlement thereof shall be subject to compliance with all applicable requirements of federal, state or foreign law. No shares of Stock, Restricted Stock or Restricted Stock Units may be issued hereunder if the issuance of such shares would constitute a violation of any applicable Federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction or authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Performance Units shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Performance Units, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

   [This grant of a Performance Unit and the Stock, Restricted Stock or Restricted Stock Units, if any, to be issued upon payout shall be made available only to an employee of the Company or its Subsidiary in reliance of the prospectus exemption set out in Section 273(1)(f) of the Securities and Futures Act (Chapter 289) of Singapore. Please note that neither this agreement nor any other document or material in connection with this offer of the Performance Unit and the Stock, Restricted Stock or Restricted Stock Units, if any, thereunder has been or will be lodged, registered or reviewed by any regulatory authority in Singapore.]

8. **Fractional Shares**. The Company shall not be required to issue fractional shares upon the settlement of the Performance Units.

9. **Termination of Employment.** The Participant agrees that, except as set forth below, upon his or her termination from the Company or a Related Company for any reason prior to the end of the Performance Period, the Participant shall forfeit any rights he or she may have under this Contract on the effective Date of Termination. In the event that the Participant's employment by the Company or a Related Company is terminated prior to the end of the Performance Period, but either on or after a Retirement Event or by reason of death or Disability, and the Participant has not been terminated for Cause, the number of Performance Units under this Contract eligible for payout at the end of the Performance Period, to the extent the performance parameters outlined in the attached memorandum are met, shall equal (i) the number of Performance Units granted pursuant to this Contract, multiplied by (ii) a fraction, the numerator of which is the number of days from January 1, 20 through the Participant's Date of Termination, and the denominator of which is the number of days in the Performance Period. In the event the immediately preceding sentence applies, effective as of the Date of Termination, all Performance Units in excess of the amount that are eligible for vesting by operation of the immediately preceding sentence shall be forfeited and cease to be outstanding. For purposes hereof, a "Retirement Event" means the date the Participant reaches age 58 and has five years of continuous service with the Company and/or one or more of the Related Companies immediately prior to the Date of Termination.

10. **Stockholder Rights**. The Participant shall have no rights of a common stockholder of the Company, including the right to vote such stock at any meeting of the common stockholders of the Company, as a result of his or her ownership of the Performance Units.

11. **Personnel & Compensation Committee Actions**. The Personnel & Compensation Committee (the "Committee") of the Company's Board of Directors may, in its discretion, remove, modify or accelerate the performance criteria with respect to the Performance Units under such circumstances as the Committee, in its discretion, shall determine, subject however, to the terms of the Plan.

12. **Effect of Award on Employment.** Nothing in this Contract shall be construed to affect in any way the right of the Company to terminate the employment of the Participant at any time for any reason, with or without cause.

13. **Further Assurances**. Each of the parties hereto agrees to execute and deliver all consents and other instruments and take all other actions deemed necessary or desirable by counsel for the Company to carry out each provision of this Contract and the Plan.

14. **Governing Law**. The validity, interpretation, performance and enforcement of this Contract shall be governed by the laws of the State of Delaware, determined without regard to its conflicts of law provisions.

15. **Plan Governs**. This Contract has been executed pursuant to the Plan, and each and every provision of this Contract shall be subject to the provisions of such Plan and, except as otherwise provided herein, the terms therein shall govern this Contract. In the event of any conflict between the terms of this Contract and any other documents or materials provided to the Participant, the terms of this Contract will control.

Exhibit 12.1

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

	Three Months Ended March 31,	
	2012	2011
	(Dollars in thousands, except ratios)	
Earnings:		
Pretax income, excluding income or loss from equity investments	$ (22,219)	$ 65,624
Adjustments:		
Fixed charges	79,741	37,188
Distributed income from equity investments	1,801	1,814
Capitalized interest, net of amortization	(930)	876
Arch Western Resources, LLC dividends on preferred membership interest	335	(29)
Total earnings	$ 58,728	$ 105,473
Fixed charges:		
Interest expense	$ 74,772	$ 34,580
Capitalized interest	2,430	—
Arch Western Resources, LLC dividends on preferred membership interest	(335)	29
Portions of rent which represent an interest factor	2,874	2,579
Total fixed charges	79,741	37,188
Total fixed charges and preferred stock dividends	$ 79,741	$ 37,188
Ratio of earnings to combined fixed charges and preference dividends	0.74x	2.84x

Exhibit 31.1

Certification

I, John W. Eaves, certify that:

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

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

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

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

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

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

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

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

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

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

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

/s/ John W. Eaves
John W. Eaves
President and Chief Executive Officer

Date: May 10, 2012

Exhibit 31.2

Certification

I, John T. Drexler, certify that:

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

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

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

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

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

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

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

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

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

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

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

/s/ John T. Drexler
John T. Drexler
Senior Vice President and Chief Financial Officer
Date: May 10, 2012

Exhibit 32.1

Certification of Periodic Financial Reports

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

(1) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2012 (the "Periodic Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

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

/s/ John W. Eaves

John W. Eaves
President and Chief Executive Officer

Date: May 10, 2012

Exhibit 32.2

Certification of Periodic Financial Reports

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

(1) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2012 (the "Periodic Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

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

/s/ John T. Drexler

John T. Drexler
Senior Vice President and Chief Financial Officer
Date: May 10, 2012

Mine Safety and Health Administration Safety Data

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

The operation of our mines is subject to regulation by the federal Mine Safety and Health Administration (MSHA) under the Federal Mine Safety and Health Act of 1977 (Mine Act). MSHA inspects our mines on a regular basis and issues various citations, orders and violations when it believes a violation has occurred under the Mine Act. We present information below regarding certain mining safety and health violations, orders and citations, issued by MSHA and related assessments and legal actions and mine-related fatalities with respect to our coal mining operations. In evaluating the above information regarding mine safety and health, investors should take into account factors such as: (i) the number of citations and orders will vary depending on the size of a coal mine, (ii) the number of citations issued will vary from inspector to inspector and mine to mine, and (iii) citations and orders can be contested and appealed, and in that process are often reduced in severity and amount, and are sometimes dismissed.

The table below sets forth for the three months ended March 31, 2012 for each coal mine of Arch Coal and its subsidiaries, the total number of: (i) violations of mandatory health or safety standards that could significantly and substantially contribute to the cause and effect of a coal or other mine safety or health hazard under section 104 of the Mine Act for which the operator received a citation from MSHA; (ii) orders issued under section 104(b) of the Mine Act; (iii) citations and orders for unwarrantable failure of the mine operator to comply with mandatory health or safety standards under section 104(d) of the Mine Act; (iv) flagrant violations under section 110(b)(2) of the Mine Act; (v) imminent danger orders issued under section 107(a) of the Mine Act; (vi) proposed assessments from MHSA (regardless of whether Arch Coal has challenged or appealed the assessment); (vii) mining-related fatalities; (viii) notices from MSHA of a pattern of violations of mandatory health or safety standards that are of such nature as could have significantly and substantially contributed to the cause and effect of coal or other mine health or safety hazards under section 104(e) of the Mine Act; (ix) notices from MSHA regarding the potential to have a pattern of violations as referenced in (viii) above; and (x) pending legal actions before the Federal Mine Safety and Health Review Commission (as of March 31, 2012) involving such coal or other mine, as well as the aggregate number of legal actions instituted and the aggregate number of legal actions resolved during the reporting period.

Mine or Operating Name / MSHA Identification Number	Section 104 S&S Citations (#)	Section 104(b) Orders (#)	Section 104(d) Citations and Orders (#)	Section 110(b)(2) Violations (#)	Section 107(a) Orders (#)	Total Dollar Value of MSHA Assessments Proposed (in thousands) ($)	Total Number of Mining Related Fatalities (#)	Received Notice of Pattern of Violations Under Section 104(e) (yes/no)	Received Notice of Potential to Have Pattern of Violations Under Section 104(e) (yes/no)	Legal Actions Initiated During Period (#)	Legal Actions Resolved During Period (#)	Legal Actions Pending as of Last Day of Period(1) (#)
Active Operations												
Arch Coal Terminal / 15-10358	—	—	—	—	—	—	—	No	No	—	—	—
ADDCAR 20 HWM / 12-02416	—	—	—	—	—	—	—	No	No	—	1	—
ADDCAR 11 HWM / 46-08799	—	—	—	—	—	—	—	No	No	—	—	1
ADDCAR 18 HWM / 48-01645	—	—	—	—	—	—	—	No	No	—	—	—
Lone Mountain Darby Fork / 15-02263	6	—	—	—	—	5.5	—	No	No	—	—	—
Lone Mountain Clover Fork / 15-18647	6	—	—	—	—	19.3	—	No	No	—	—	5
Lone Mountain Huff Creek / 15-17234	5	—	—	—	—	3.1	—	No	No	—	—	—
Lone Mountain 6C Mine / 44-06782	—	—	—	—	—	0.1	—	No	No	—	—	—
Lone Mountain Processing / 44-05898	—	—	—	—	—	—	—	No	No	—	—	—
Flint Ridge Prep Plant / 15-11991	—	—	—	—	—	—	—	No	No	—	—	—
Flint Ridge Mine #2 / 15-18991	22	—	—	—	—	42.2	—	No	No	2	3	22
Hazard South Fork Mine / 15-19391	—	—	—	—	—	—	—	No	No	—	—	—
Hazard Kentucky River Loading / 15-13495	—	—	—	—	—	0.3	—	No	No	—	—	1
Hazard Rowdy Gap Mine / 15-18048	1	—	—	—	—	1.1	—	No	No	1	—	1
Hazard Tip Top Mine / 15-18613	—	—	—	—	—	—	—	No	No	—	—	—
Hazard East Mac & Nellie / 15-18966	7	—	—	—	—	—	—	No	No	—	—	—
Hazard Bearville / 15-19416	—	—	—	—	—	—	—	No	No	1	—	1

Hazard Thunder Ridge / 15-17746	—	—	—	—	—	—	—	No	No	1	1	1
East Kentucky Sandlick Loadout / 15-16290	—	—	—	—	—	—	—	No	No	—	—	—
East Kentucky Mt. Sterling Branch / 15-19070	6	—	—	—	—	16.6	—	No	No	—	—	—
East Kentucky Blackberry Creek / 15-17960	—	—	—	—	—	—	—	No	No	—	—	—
Powell Mt. Mayflower Plant / 44-05605	—	—	—	—	—	0.1	—	No	No	—	1	1
Powell Mt. Mine #1 / 15-18734	10	—	—	—	—	22.7	—	No	No	1	—	21
Powell Mt. Middle Splint / 44-07207	—	—	—	—	—	—	—	No	No	—	—	—
Knott County Raven #1 / 15-18949	12	—	—	—	—	19.3	—	No	No	3	—	7
Knott County Slone Branch / 15-19323	5	—	—	—	—	6.8	—	No	No	—	—	—
Knott County Raven Prep Plant / 15-17724	—	—	—	—	—	—	—	No	No	—	—	—
Knott County Lige Hollow / 15-19497	4	—	—	—	—	4.0	—	No	No	—	—	1
Knott County Kathleen / 15-19447	3	—	—	—	—	5.3	—	No	No	1	—	5
Knott County Supreme Energy Prep Plant / 15-16567	—	—	—	—	—	—	—	No	No	—	—	—
Knott County Classic Mine / 15-18522	4	—	—	—	—	11.3	—	No	No	3	—	16
Vindex Cabin Run / 18-00133	1	—	—	—	—	—	—	No	No	—	—	—
Vindex Frostburg Blend Yard / 18-00709	—	—	—	—	—	—	—	No	No	—	—	—
Vindex Douglas / 18-00749	2	—	—	—	—	0.8	—	No	No	1	—	1
Vindex Carlos Surface / 18-00769	—	—	—	—	—	—	—	No	No	—	—	1
Vindex Bismarck / 46-09369	9	—	—	—	—	0.2	—	No	No	2	—	5
Vindex Dobbin Ridge Prep Plant / 46-07837	1	—	—	—	—	—	—	No	No	—	—	—
Vindex Energy / 46-02151	—	—	—	—	—	—	—	No	No	—	—	1
Vindex Jackson Mt. / 18-00170	2	—	—	—	—	—	—	No	No	—	—	—
Vindex Wolf Den Run / 18-00790	—	—	—	—	—	—	—	No	No	—	—	—
Skyline Mine #3 / 42-01566	1	—	—	—	—	0.9	—	No	No	—	—	1

Sufco / 42-00089	3	—	—	—	—	7.3	—	No	No	—	—	4
Dugout Canyon Mine / 42-01890	6	—	—	—	—	—	—	No	No	—	2	8
Dugout Castle Valley Prep Plant / 42-02455	—	—	—	—	—	—	—	No	No	—	—	—
Cumberland River Pardee Plant / 44-05014	4	—	—	—	—	0.7	—	No	No	—	—	—
Cumberland River Band Mill Mine / 44-06816	9	—	—	—	—	—	—	No	No	—	—	1
Cumberland River Pine Branch #1 / 44-07224	14	—	1	—	—	2.4	—	No	No	—	—	—

Cumberland River Blue Ridge Surface / 15-18769	3	—	—	—	—	—	—	No	No	—	—	1
Cumberland River Band Mill #2 / 15-18705	3	—	—	—	—	—	—	No	No	1	—	4
Cumberland River Trace Fork #1 / 15-19533	9	1	1	—	—	—	—	No	No	—	—	—
Cumberland River Blue Ridge #1 / 15-19228	—	—	—	—	—	—	—	No	No	—	—	3
Beckley Eccles Refuse Area / 46-09023	—	—	—	—	—	—	—	No	No	—	—	—
Beckley Pocahontas Mine / 46-05252	46	3	—	—	—	93.3	—	No	No	4	3	22
Beckley Pocahontas Plant / 46-09216	—	—	—	—	—	0.1	—	No	No	—	—	1
Wolf Run Sawmill Run Prep Plant / 46-05544	—	—	—	—	—	1.5	—	No	No	—	—	2
Wolf Run Imperial Mine / 46-09115	1	—	—	—	—	—	—	No	No	3	—	13
Upshur Complex / 46-05823	—	—	—	—	—	—	—	No	No	—	—	—
Patriot Mining Company / 46-07654	2	—	—	—	—	0.9	—	No	No	—	—	—
Patriot Rail & River Terminal / 46-07555	—	—	—	—	—	—	—	No	No	—	—	—
Eastern Birch River Mine / 46-07945	—	—	—	—	1	—	—	No	No	—	—	—
Eastern Bearpen Surface Mine / 46-09220	—	—	—	—	—	—	—	No	No	—	—	—
Eastern Left Fork #1 / 46-09373	—	—	—	—	—	3.6	—	No	No	—	—	—
Eastern Birch River Plant / 46-08390	—	—	—	—	—	0.1	—	No	No	—	—	—
Coal Mac Holden #22 Prep Plant / 46-05909	1	—	—	—	—	—	—	No	No	—	—	—
Coal Mac Ragland Loadout / 46-08563	—	—	—	—	—	—	—	No	No	—	—	—

Coal Mac Holden #22 Surface / 46-08984	2	—	—	—	—	8.9	—	No	No	—	—	—
Sentinel Mine / 46-04168	33	—	—	—	—	18.7	—	No	No	4	2	18
Sentinel Prep Plant / 46-08777	1	—	—	—	—	2.2	—	No	No	—	—	2
Mingo Logan Mountaineer II / 46-09029	30	—	1	—	—	23.1	—	No	No	4	—	39
Mingo Logan Cardinal Prep Plant / 46-09046	—	—	—	—	—	—	—	No	No	1	—	1
Tygart #1 Mine / 46-09192	1	—	—	—	—	—	—	No	No	—	—	—
Arch of Wyoming Seminoe II / 48-00828	—	—	—	—	—	0.2	—	No	No	—	—	—
Arch of Wyoming Elk Mountain / 48-01694	—	—	—	—	—	—	—	No	No	—	—	—
Black Thunder / 48-00977	—	—	—	—	—	—	—	No	No	2	—	5
Coal Creek / 48-01215	1	—	—	—	—	—	—	No	No	—	—	—
West Elk Mine / 05-03672	19	—	—	—	—	47.1	—	No	No	1	21	28
Viper Mine / 11-02664	29	—	—	—	—	35.4	—	No	No	—	13	11
Inactive Operations												
ADDCAR 16 HWM / 12-02356	—	—	—	—	—	—	—	No	No	—	2	—
Flint Ridge Mine #1 / 15-18850	—	—	—	—	—	—	—	No	No	—	1	1
Hazard First Creek /	—	—	—	—	—	—	—	No	No	—	1	1

15-19281												
Knott County Calvary / 15-17110	—	—	—	—	—	—	—	No	No	—	—	1
Knott County Clean Energy / 15-18393	—	—	—	—	—	—	—	No	No	—	—	1
Knott County Apollo / 15-19240	—	—	—	—	—	—	—	No	No	—	—	1
Wolf Run Sago / 46-08071	—	—	—	—	—	—	—	No	No	—	—	1

(1) See table below for additional details regarding Legal Actions Pending as of March 31, 2012.

Mine or Operating Name/MSHA Identification Number	**Contests of Citations, Orders (as of December 31, 2011)**	**Contests of Proposed Penalties (as of December 31, 2011)**	**Complaints for Compensation (as of December 31, 2011)**	**Complaints of Discharge, Discrimination or Interference (as of December 31, 2011)**	**Applications for Temporary Relief (as of December 31, 2011)**	**Appeals of Judges' Decisions or Orders (as of December 31, 2011)**
ADDCAR 11 HWM / 46-08799	—	1	—	—	—	—
Lone Mountain Clover Fork / 15-18647	2	3	—	—	—	3
Flint Ridge Mine #2 / 15-18991	—	22	—	—	—	—
Flint Ridge Mine #1 / 15-18850	—	1	—	—	—	—
Knott County Kathleen / 15-19447	—	5	—	—	—	—
Hazard Kentucky River Loading / 15-13495	—	1	—	—	—	—
Hazard Thunder Ridge / 15-17746	—	1	—	—	—	—
Hazard First Creek / 15-19281	—	1	—	—	—	—
Hazard Bearville / 15-19416	—	1	—	—	—	—
Hazard Rowdy Gap Mine / 15-18048	—	1	—	—	—	—
Powell Mt. Mayflower Plant / 44-05605	—	1	—	—	—	—
Powell Mt. Mine #1 / 15-18734	—	21	—	—	—	—
Knott County Raven #1 / 15-18949	—	7	—	—	—	—
Knott County Lige Hollow / 15-19497	—	1	—	—	—	—
Knott County Classic Mine / 15-18522	—	16	—	—	—	—
Knott County Calvary / 15-17110	—	1	—	—	—	—
Knott County Clean Energy / 15-18393	—	1	—	—	—	—
Knott County Apollo / 15-19240	—	1	—	—	—	—
Vindex Bismarck / 46-09369	1	4	—	—	—	—
Vindex Energy / 46-02151	—	1	—	—	—	—
Vindex Douglas / 18-00749	—	1	—	—	—	—
Skyline Mine #3 / 42-01566	—	1	—	—	—	—
Sufco / 42-00089	—	4	—	—	—	—
Dugout Canyon Mine / 42-01890	1	7	—	—	—	—
Cumberland River Band Mill Mine / 44-06816	—	1	—	—	—	—
Cumberland River Blue Ridge Surface / 15-18769	—	1	—	—	—	—
Cumberland River Band Mill #2 / 15-18705	—	—	—	4	—	—
Cumberland River Blue Ridge #1 / 15-19228	—	3	—	—	—	—

Beckley Pocahontas Mine / 46-05252	1	21	—	—	—	—
Beckley Pocahontas Plant / 46-09216	—	1	—	—	—	—
Wolf Run Sawmill Run Prep Plant / 46-05544	—	2	—	—	—	—
Wolf Run Imperial Mine / 46-09115	—	13	—	—	—	—
Sentinel Mine / 46-04168	—	18	—	—	—	1
Sentinel Prep Plant / 46-08777	—	2	—	—	—	—
Wolf Run Sago / 46-08071	—	1	—	—	—	1
Mingo Logan Mountaineer II / 46-09029	1	38	—	—	—	—
Mingo Logan Cardinal Prep Plant / 46-09046	—	1	—	—	—	—
Black Thunder / 48-00977	—	5	—	—	—	—
West Elk Mine / 05-03672	4	24	—	—	—	—
Viper Mine / 11-02664	—	11	—	—	—	—