SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14D-9

Solicitation/Recommendation Statement

under Section 14(d)(4) of the Securities Exchange Act of 1934

INTERNATIONAL COAL GROUP, INC.

(Name of Subject Company)

INTERNATIONAL COAL GROUP, INC.

(Names of Persons Filing Statement)

Common Stock, par value $0.01 per share

(Title of Class of Securities)

45928H106

(CUSIP Number of Class of Securities)

Roger L. Nicholson, Esq.

Senior Vice President, Secretary and General Counsel

International Coal Group, Inc.

300 Corporate Centre Drive

Scott Depot, West Virginia 25560

(304) 760-2400

(Name, address, and telephone numbers of person authorized to receive

notices and communications on behalf of the persons filing statement)

With copies to:

Randi L. Strudler, Esq.

Jones Day

222 East 41st Street

New York, New York 10017

(212) 326-3939

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

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Item 1. Subject Company Information.
Name and Address

The name of the subject company is International Coal Group, Inc., a Delaware corporation (ICG or the Company). Unless the context indicates otherwise, we use the terms us, we, and our to refer to the Company. The address of the Company s principal executive office is 300 Corporate Centre Drive, Scott Depot, West Virginia 25560. The telephone number of the Company s principal executive office is (304) 760-2400.

Securities

This Solicitation/Recommendation Statement on Schedule 14D-9 (this Schedule 14D-9) relates to the common stock, par value $0.01 per share, of the Company (the Common Stock). As of May 12, 2011, there were 204,175,202 shares of Common Stock outstanding.

Item 2. Identity and Background of the Filing Person.
Name and Address

The name, business address and business telephone number of the Company, which is both the person filing this Schedule 14D-9 and the subject company, are set forth in Item 1 above under the heading Name and Address. The Company s website is http://www.intlcoal.com. The website and the information on or connected to the website are not a part of this Schedule 14D-9, are not incorporated by reference herein and should not be considered a part of this Schedule 14D-9.

Tender Offer

This Schedule 14D-9 relates to the tender offer by Atlas Acquisition Corp., a Delaware corporation (Purchaser) and a wholly owned subsidiary of Arch Coal, Inc., a Delaware corporation (Parent or Arch), to purchase all of the issued and outstanding shares of Common Stock (Shares), at a price of $14.60 per Share (the Offer Price), payable net to the holder in cash, without interest, subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 16, 2011 (the Offer to Purchase), and in the related Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitute the Offer). The Offer is described in a Tender Offer Statement on Schedule TO (as amended or supplemented from time to time, the Schedule TO), filed by Parent and Purchaser with the Securities and Exchange Commission (the SEC) on May 16, 2011. The Offer to Purchase and Letter of Transmittal are filed as Exhibits (a)(1)(A) and (a)(1)(B), respectively, to this Schedule 14D-9 and are incorporated by reference herein.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of May 2, 2011, by and among Parent, Purchaser and the Company (the Merger Agreement). The Merger Agreement also provides that following the completion of the Offer and satisfaction of certain customary conditions, Purchaser will be merged with and into the Company (the Merger), with the Company surviving as a wholly owned subsidiary of Parent (the Surviving Corporation). Upon completion of the Merger, each Share outstanding immediately prior to the effective time of the Merger (the Effective Time) (excluding those Shares that are held by (i) Parent, Purchaser, the Company and their respective subsidiaries and (ii) stockholders of the Company who properly exercised their appraisal rights under the Delaware General Corporation Law (DGCL)) will be converted into the right to receive the Offer Price.

Completion of the Offer is subject to several conditions, including: (i) that a majority of the Shares outstanding (generally determined on a fully diluted basis) be validly tendered and not validly withdrawn prior to the expiration of the Offer; (ii) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; (iii) the absence of a material adverse effect on

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the Company; (iv) the expiration of a 20 business day marketing period beginning 10 business days after delivery of certain required financial information to be provided to Parent by the Company; and (v) other customary conditions. The Offer is not subject to a financing condition.

The Merger Agreement and the terms of the Offer are summarized in additional detail in Sections 1 Terms of the Offer, 11 Background of the Offer; Contacts with ICG and 13 The Transaction Documents of the Offer to Purchase. A copy of the Merger Agreement is filed as Exhibit (e)(1) to this Schedule 14D-9 and is incorporated by reference herein.

Parent has formed Purchaser in connection with the Merger Agreement, the Offer and the Merger. The Offer to Purchase states that the principal executive offices of Parent and Purchaser are located at One CityPlace Drive, Suite 300, St. Louis, Missouri 63141 and the telephone number at the principal executive offices is (314) 994-2700.

Item 3. Past Contacts, Transactions, Negotiations and Agreements

Except as set forth in this Schedule 14D-9, the Information Statement (Information Statement) attached as Exhibit (a)(1)(C) and Annex I to this Schedule 14D-9 and incorporated by reference herein, or as otherwise incorporated by reference herein, as of the date of this Schedule 14D-9, to the knowledge of the Company, there are no material agreements, arrangements or understandings or any actual or potential conflicts of interest between the Company or its affiliates, on the one hand, and (i) its executive officers, directors or affiliates or (ii) Parent, Purchaser or their respective executive officers, directors or affiliates, on the other hand.

The Information Statement is being furnished to the Company s stockholders pursuant to Section 14(f) of the Exchange Act, and Rule 14f-1 promulgated under the Exchange Act, in connection with Purchaser s right to designate persons to serve on the Company s board of directors (the Company Board, the Board or the Board of Directors) representing at least a majority of the Company Board after the completion of the Offer.

Arrangements between the Company and its Executive Officers, Directors and Affiliates

In considering the recommendation of the Company Board set forth in Item 4 below under the heading Recommendation of the Company Board, the Company s stockholders should be aware that certain executive officers and directors of the Company may be deemed to have certain interests in the Offer and the Merger and related transactions that may be different from or in addition to those of the Company s stockholders generally and that may create potential conflicts of interest. The Company Board was aware of these interests and considered them, among other matters, in reaching its decision to approve the Merger Agreement and related transactions.

For further information with respect to the arrangements between the Company and its executive officers and directors described in this Item 3, please also see the Information Statement, which is incorporated herein in its entirety under the headings Certain Relationships and Related Person Transactions ; Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters ; Director Compensation in Fiscal 2010 ; Compensation Discussion and Analysis ; Summary Compensation Table ; Grants of Plan-Based Awards in Fiscal 2010 ; Outstanding Equity Awards at Fiscal 2010 Year-End ; Option Exercises and Stock Vested in Fiscal 2010 ; Potential Payments and Benefits Upon Termination of Employment and Potential Payments Upon Termination in 2011.

Consideration for Shares Tendered Pursuant to the Offer

If the directors and executive officers of the Company (and their affiliates) who own Shares tender their Shares for purchase pursuant to the Offer, they would receive the same cash consideration on the same terms and conditions as the other stockholders of the Company. As of June 14, 2011, the directors and executive officers of the Company will beneficially own, in the aggregate, 17,735,648 Shares. If the directors and executive officers

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were to tender all of such Shares pursuant to the Offer and those Shares were accepted for purchase and purchased by Purchaser, the directors and executive officers (and their affiliates) would receive an aggregate of $239,133,737.50 in cash, without interest, subject to any applicable withholding taxes. For a description of the treatment of stock options, restricted stock and restricted stock units awards held by the directors and executive officers of the Company, see below under the heading Effect of the Merger on Stock Options, Restricted Shares and Restricted Share Units.

The following table sets forth the cash consideration that each executive officer, non-employee director and their affiliates would be entitled to receive in respect of his or her outstanding Shares if such individual were to tender all of his or her outstanding Shares pursuant to the Offer and those Shares were accepted for purchase and purchased by Purchaser assuming the Offer is completed on June 14, 2011.

Name	**Shares**		**Consideration Payable in Respect of Shares ($)**
V. Prem Watsa[(1)]	22,577,788	$	329,635,705
WL Ross Group, L.P.[(2)]	12,268,723	$	179,123,356
Joseph R. Beckerle	89,403	$	988,228
Bennett K. Hatfield	1,906,942	$	19,794,154
Phillip Michael Hardesty	401,164	$	4,301,805
Bradley W. Harris	370,346	$	4,243,582
Oren Eugene Kitts	423,851	$	4,523,035
Samuel R. Kitts	423,851	$	4,523,035
Roger L. Nicholson	421,399	$	4,487,236
Gary A. Patterson	141,794	$	1,562,332
William Scott Perkins	424,346	$	4,530,262
Charles G. Snavely	401,894	$	4,312,463
Cynthia B. Bezik	99,469	$	1,452,247
Maurice E. Carino, Jr.	54,561	$	796,591
William J. Catacosinos	50,561	$	738,191
Stanley N. Gaines	70,561	$	1,030,191
Samuel A. Mitchell	85,561	$	1,249,191
Wilbur L. Ross, Jr.[(2)]	12,268,823	$	179,124,756
Wendy L. Teramoto	50,561	$	738,191

(1) Based on information contained in a report on Schedule 13D filed with the SEC on May 3, 2011. Mr. V. Prem Watsa, 1109519 Ontario Limited (1109519), The Sixty Two Investment Company Limited (Sixty Two), 810679 Ontario Limited (810679) and Fairfax Financial Holdings Limited (Fairfax) beneficially share voting and dispositive powers. Odyssey Reinsurance Company formerly named Odyssey America Reinsurance Corporation (Odyssey America), Clearwater Insurance Company (Clearwater), TIG Insurance Company (TIG), Wentworth Insurance Company Ltd. (Wentworth) and nSpire Re Limited (nSpire) beneficially own 10,483,840, 1,405,125, 5,930,229, 1,185,600 and 3,572,994 shares, respectively, with shared voting and dispositive powers. V. Prem Watsa, 1109519, Sixty Two, 810679, Fairfax, Odyssey America, Clearwater, TIG, Wentworth and nSpire disclaim beneficial ownership of the shares of common stock. The address for V. Prem Watsa, 1109519, 810679 and Fairfax is 95 Wellington Street West, Suite 800, Toronto, Ontario, Canada, M5J 2N7; the address of Sixty Two is 1600 Cathedral Place, 925 West Georgia St., Vancouver, British Columbia, Canada, V6C 3L3; the address of Odyssey America and Clearwater is 300 First Stamford Place, Stamford, Connecticut 06902; the address of TIG is 250 Commercial Street, Suite 500, Manchester, NH 03101; the address of Wentworth is Building #2 Suite 1A, Manor Lodge Complex, Lodge Hill, St. Michael, Barbados; the address of nSpire is First Floor, 25-28 Adelaide Road, Dublin 2, Republic of Ireland.

(2) Based on information contained in a report on Schedule 13D filed with the SEC on May 3, 2011. Represents 2,859,927 shares held directly by WLR Recovery Fund L.P. (Fund I), 7,634,294 shares held directly by

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WLR Recovery Fund II, L.P. (Fund II), 1,774,502 shares held directly by WLR Recovery Fund III, L.P. (Fund III) and 100 shares held directly by Wilbur L. Ross, Jr. WLR Recovery Associates LLC is the general partner of Fund I. WLR Recovery Associates II LLC is the general partner of Fund II. WLR Recovery Associates III LLC is the general partner of Fund III. WL Ross Group, L.P. is the managing member of WLR Recovery Associates LLC, WLR Recovery Associates II LLC and WLR Recovery Associates II LLC. Wilbur L. Ross, Jr., one of our directors, is the managing member of El Vedado, LLC, which is the general partner of WL Ross Group, L.P. Accordingly, Mr. Ross, El Vedado, LLC, WL Ross Group, L.P., Fund I, Fund II, Fund III, WLR Recovery Associates LLC, WLR Recovery Associates II LLC, and WLR Recovery Associates III LLC can be deemed to share voting and dispositive power over the shares held directly by Fund I, Fund II and Fund III. Mr. Ross disclaims beneficial ownership over these shares. The address for WL Ross Group, L.P. is 1166 Avenue of the Americas, New York, New York 10036, Attn: Wendy L. Teramoto and the address for Mr. Ross is 319 Clematis Street, Room 1000 (10th Floor), West Palm Beach, Florida 33401.

Merger Agreement

Effect of the Merger on Stock Options, Restricted Shares and Restricted Share Units

All stock options of the Company that vest in connection with the consummation of the tender offer, along with all unexercised stock options of the Company that were already vested, will be cashed-out. In exchange for each stock option, the holder will receive an amount equal to the excess, if any, of the amount paid for each share of the Company s common stock over the exercise price of the stock option. Holders of outstanding stock options will receive this cash payment, without interest, within 15 business days following the consummation of the tender offer. With respect to any stock option of the Company that has an exercise price equal to or greater than the offer price of $14.60 per share, the Company will cancel such stock option without payment of any consideration or payment in respect thereof. All restricted shares of the Company whose restrictions lapse in connection with the consummation of the tender offer, along with all outstanding restricted shares of the Company whose restrictions had previously lapsed, will be converted into a right to receive $14.60 per share, which is the same amount payable in exchange for each Share. Holders of restricted shares of the Company will receive this cash payment, without interest, within 15 business days following the consummation of the tender offer. All restricted share units of the Company that vest in connection with the consummation of the tender offer, along with all outstanding restricted share units of the Company that were already vested, will be converted into the right to receive $14.60 per share, which is the same amount payable in exchange for each Share. Holders of restricted share units of the Company will receive this cash payment in accordance with the terms of the applicable restricted share unit of the Company.

Potential Payments Upon Change in Control

Employment Agreement and Amended and Restated Executive Severance Plan

See Item 8. Additional Information Information Regarding Golden Parachute Compensation below.

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Non-Management Director Compensation

The following table sets forth the compensation paid to each of the Company s non-management directors during the fiscal year ended December 31, 2010:

DIRECTOR COMPENSATION FOR FISCAL YEAR ENDED DECEMBER 31, 2010

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)(8)	Option Awards ($)	Non-Equity Incentive Plan Compensation ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Wilbur L. Ross, Jr.	61,200(1)	50,000					111,200
Cynthia B. Bezik	53,400(2)	100,000					153,400
Maurice E. Carino, Jr.	75,600(3)	50,000					125,600
William J. Catacosinos	91,800(4)	50,000					141,800
Stanley N. Gaines	93,400(5)	50,000					143,400
Samuel A. Mitchell	85,200(6)	50,000					135,200
Wendy L. Teramoto	67,600(7)	50,000					117,600

(1) Represents annual director fee of $50,000 and attendance fees of $11,200.
(2) Ms. Bezik elected to receive her 2010 annual retainer in Company stock. The quarterly director fee of $12,500 was divided by the closing stock price on the last day of the quarter, or if such day was not a trading day, the next following trading day. The shares issued were: 2,735 shares on April 1, 2010, 3,247 shares on July 1, 2010, 2,350 shares on October 1, 2010 and 1,615 shares on January 3, 2011. She also received attendance fees of $38,400 and an annual committee chair retainer of $15,000.
(3) Represents annual director fee of $50,000 and attendance fees of $25,600.
(4) Represents annual director fee of $50,000, attendance fees of $36,800 and an annual committee chair retainer of $5,000.
(5) Represents annual director fee of $50,000, attendance fees of $38,400, and an annual committee chair retainer of $5,000.
(6) Represents annual director fee of $50,000 and attendance fees of $35,200.
(7) Represents annual director fee of $50,000 and attendance fees of $17,600.
(8) Each non-employee director was issued 12,165 restricted share units on February 23, 2010. This amount reflects the grant date fair value of the restricted share units which must be settled in shares of common stock. The dollar amount associated with all outstanding restricted share unit awards recognized for financial statement reporting purposes for the fiscal year ended December 31, 2010 in accordance with ASC 718 was $350,000. For further details on the assumptions used in the valuation of these awards, see Note 11 to our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2010.

Director and Officer Indemnification and Insurance

The Company has included in its Second Amended and Restated Certificate of Incorporation (the Charter) a provision to limit or eliminate the personal liability of its directors to the fullest extent permitted under Delaware law, as it now exists or may in the future be amended. The Company s Third Amended and Restated Bylaws (the Bylaws) also provide for indemnification of present and former directors and officers. Copies of the Charter and Bylaws are filed as Exhibits (e)(16) and (e)(17), respectively, to this Schedule 14D-9 and are incorporated by reference herein.

Section 102(b)(7) of the DGCL allows a corporation to include in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except that such provision shall not eliminate or limit the

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liability of a director (i) for any breach in the director s duty of loyalty to the corporation or its stockholders, (ii) for any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for the unlawful payment of a dividend or approval of a stock repurchase in violation of Delaware law, or (iv) for any transaction from which the director derived an improper personal benefit.
Section 145 of the DGCL provides that a corporation has the power to indemnify current and former directors, officers, employees or agents of the corporation and certain other persons serving at the request of the corporation in related capacities against expenses incurred and amounts paid in connection with an action or proceeding to which the person is or is threatened to be made a party by reason of such position, if such person shall have acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal proceeding, if such person had no reasonable cause to believe his conduct was unlawful. The Company has included in its Charter and its Bylaws provisions that require the Company to provide the foregoing indemnification to the fullest extent permitted under Delaware law. In addition, the Company may advance expenses incurred in connection with any such proceeding upon an undertaking to repay if indemnification is ultimately not permitted.

In addition, the Company also maintains insurance on behalf of its directors and officers insuring them against liability asserted against them in their capacities as directors or officers or arising out of such status.

The Company has entered into indemnification agreements (the Indemnification Agreements) with each of its directors, which generally provide for the indemnification of the indemnitee and for advancement and reimbursement of reasonable expenses (subject to limited exceptions) incurred in various legal proceedings in which the indemnitee may be involved by reason of his or her service as an officer or director. This description of the Indemnification Agreements is qualified in its entirety by reference to the forms of the Indemnification Agreements filed as Exhibit (e)(12) to this Schedule 14D-9 and incorporated by reference herein.

Pursuant to the Merger Agreement, each of Parent and the Surviving Corporation agreed that all rights to indemnification including, advancement and reimbursement of expenses and exculpation from liability relating to, resulting from or arising out of (i) acts or omissions occurring at or prior to the time promptly after Purchaser accepts for payment and pays for any Shares tendered and not withdrawn pursuant to the Offer (the Appointment Time) and (ii) Claims (as defined below) existing as of the date of the Merger Agreement in favor of the current or former directors, officers, employees, agents or fiduciaries with respect to any employee benefit plan of the Company and the Company subsidiaries (together with any affiliates named in certain existing litigation, the Indemnified Parties) as provided in (i) their respective certificates of incorporation, bylaws (or comparable organizational documents), and (ii) indemnification or other agreements that contain indemnification agreements, as in effect on the date of the Merger Agreement and that have been made available to Parent prior to the date of the Merger Agreement (collectively, the Other Legal Contract Indemnity Rights) will be assumed by the Surviving Corporation without further action, as of the Effective Time, and will survive the Merger and will continue in full force and effect in accordance with their terms and such rights may not be amended, or otherwise modified in any manner that would adversely affect any right thereunder of any such Indemnified Party.

Without limiting the generality or effect of the foregoing or any Other Legal Contract Indemnity Rights, in the event of any threatened or actual claim, action, suit, proceeding, investigation, judgment or settlement (a Claim), whether civil, criminal or administrative in which any Indemnified Party has been, or is threatened to be, made a party, relating to, resulting from, or arising out of any act or failure to act by any Indemnified Party in respect of any event or circumstance involving the Company, any Company subsidiary or their respective business, from and after the Appointment Time, each of Parent and the Surviving Corporation, on behalf of themselves and their respective subsidiaries, will indemnify to the fullest extent permitted by law and also hold harmless, any Indemnified Party against any losses, claims, damages, liabilities, judgments, amounts paid in settlements, penalties and any amount owing or paid in connection with any claim already asserted or threatened and thereafter asserted, in each case, whether joint or several, including costs, expenses attorney s fees, disbursements, supersedes bonds expert and all other necessary fees and expenses, in advance of the final

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disposition of any Claim to each Indemnified Party, and, arising out of, or pertaining to (A) the fact that such an Indemnified Party was a director (including in a capacity as a member of any committee of the Board of Directors of the Company), officer, employee or agent of the Company, any Company subsidiaries or any of their respective predecessors, a fiduciary with respect to any employee benefit plan maintained by any of the foregoing, prior to the Effective Time, or (B) the Merger Agreement or any of the transactions contemplated hereby, whether in any case asserted or arising before or after the Effective Time. Each Indemnified Party will be entitled to be represented by counsel of his, her or its choosing at the expense of the Surviving Corporation in any Claim, and the fees, disbursements and other charges of whom (or of any other expert retained in respect of any Claim) will be paid in advance or reimbursed (at the sole election of the Indemnified Party) by Parent and the Surviving Corporation. As between the Indemnified Parties, on the one hand, and Parent and the Surviving Corporation, on the other hand, Parent and the Surviving Corporation will have the sole liability for any losses, claims, damages, liabilities, in each case, whether joint or several, or expenses of any nature under any theory from any Indemnified Party in connection with any Claim relating to the existing litigation or any cost or expenses paid, reimbursed or incurred hereunder and by the Merger Agreement and will discharge any and all obligations that any Indemnified Party may have in any existing litigation. Neither Parent nor the Surviving Corporation will settle, compromise or consent to the entry of any judgment in any threatened or actual Claim for which indemnification has been or could be sought by an Indemnified Party hereunder or under any Other Legal Contract Indemnity Rights, unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liability related to, resulting from or arising out of any Claim, including any existing litigation, or the events giving rise thereto, unless such Indemnified Party otherwise consents, in its sole discretion, in writing to such settlement, compromise, or consent. Parent, the Surviving Corporation and the applicable Indemnified Parties will cooperate with each other in the defense of any matter for which such Indemnified Party could seek indemnification hereunder. Parent s and the Surviving Corporation s indemnification obligations related to claims already asserted and/or threatened and asserted hereafter shall continue until the final disposition of any such Claim.

The Merger Agreement further provides that, for six years after the Effective Time, the Surviving Corporation will maintain in effect directors and officers liability insurance covering acts or omissions occurring prior to the Effective Time with respect to Indemnified Parties providing such coverage to the Indemnified Parties as insureds on terms with respect to such coverage and amount no less favorable than those of such current insurance coverage; *provided*, *however*, that (i) in no event will Parent or the Surviving Corporation be required to expend in any one year an amount in excess of 350% of the annual premiums currently paid by the Company for such insurance, (ii) if the annual premiums of such insurance coverage exceed such amount, Parent will be obligated to obtain a policy with the greatest coverage available for a cost not exceeding such amount, and (iii) at Parent s option in lieu of the foregoing insurance coverage, the Surviving Corporation may purchase tail insurance coverage that provides similar coverage in all material respects to the coverage described above. The Surviving Corporation will cooperate with the Indemnified Parties, at the sole expense of Parent and the Surviving Corporation, in pursuing recoveries under any such insurance for the benefit of the Indemnified Parties, including if determined to be appropriate by an Indemnified Party, commencing litigation to recover under any such policy of insurance.

Tender and Voting Agreements

In connection with the parties entry into the Merger Agreement, (i) certain affiliates of WL Ross & Co. LLC who collectively own approximately 6% of the outstanding stock of the Company have entered into a tender and voting agreement with Parent and Purchaser and (ii) certain affiliates of Fairfax Financial Holdings Limited who collectively own approximately 11% of the outstanding stock of the Company have entered into a tender and voting agreement with Parent and Purchaser (each, a Tender and Voting Agreement and collectively, the Tender and Voting Agreements) pursuant to which they have agreed to, among other things, tender their Shares of the Company s common stock into the Offer and vote their Shares of the Company s common stock in favor of adopting the Merger Agreement, if applicable. The stockholder parties to the Tender and Voting Agreements have agreed to comply with certain restrictions on the disposition of such shares, subject to the terms

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and conditions contained therein. Pursuant to their terms, the Tender and Voting Agreements will terminate upon the earlier of (i) notice of the termination of the Merger Agreement, (ii) a change in recommendation by the Board of Directors, (iii) the termination or expiration of the Offer, without any shares being accepted for payment, and (iv) the consummation of the Merger.

This summary does not purport to be complete and is qualified in its entirety by reference to the Tender and Voting Agreements, which are filed as Exhibits (a)(1)(I) and (a)(1)(J) hereto and are incorporated herein by reference.

Arrangements between the Company and Parent

Merger Agreement

The summary of the Merger Agreement contained in Sections 1 Terms of the Offer and 13 The Transaction Documents of the Offer to Purchase and the description of the conditions of the Offer contained in Section 15 Conditions to the Offer of the Offer to Purchase are incorporated by reference herein. Such summary and description are qualified in their entirety by reference to the Merger Agreement, which is filed as Exhibit (e)(1) to this Schedule 14D-9 and is incorporated by reference herein to provide information regarding its terms. The summary of the principal terms of the Merger Agreement in this Schedule 14D-9 and the copy of the Merger Agreement filed as an exhibit to this Schedule 14D-9 are intended to provide holders of Shares with information regarding the terms of the Merger Agreement and are not intended to modify or supplement any factual disclosures about the Company in its public reports filed with the SEC. In particular, the Merger Agreement and the related summary are not intended to be, and should not be relied upon as, disclosures regarding any facts and circumstances relating to the Company.

Non-Disclosure Agreement

The Company and Parent entered into a non-disclosure agreement (the Non-Disclosure Agreement) dated as of February 25, 2011 in connection with the consideration of a possible negotiated transaction involving the Company. Under the Non-Disclosure Agreement, the parties agreed, subject to certain exceptions, to keep confidential and not disclose any non-public information concerning the Company. On March 15, 2011, the Company and Parent entered into a standstill agreement that, among other things, prohibited either party from initiating an unsolicited offer to acquire the other party s stock or solicit proxies with respect to the other party s voting securities. This summary of the Non-Disclosure Agreement and the standstill agreement is qualified in its entirety by reference to the full text of the Non-Disclosure Agreement and the standstill agreement, a copy of which is filed as Exhibit (e)(2) and Exhibit (e)(3), respectively, to this Schedule 14D-9 and are incorporated by reference herein.

Item 4. The Solicitation or Recommendation.
Recommendation of the Company Board

After careful consideration by the Company Board, including a thorough review of the terms and conditions of the Offer in consultation with the ICG s financial and legal advisors, at a meeting of the Company Board held on May 1, 2011, the Board unanimously: (i) determined that the Offer and the Merger are fair to and in the best interests of the Company and its stockholders; and (ii) approved the Merger Agreement, the Offer, the Merger and the other transactions contemplated by the Merger Agreement.

The Company Board hereby unanimously recommends that the Company s stockholders accept the Offer, tender their Shares in the Offer and, to the extent necessary, adopt the Merger Agreement.

A copy of a joint press release, dated May 2, 2011, issued by the Company and Parent, announcing the Offer and the Merger, is filed as Exhibit (a)(1)(D) to this Schedule 14D-9 and incorporated by reference herein.

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Background of the Offer; Reasons for the Company Board s Recommendation

Background of the Offer

As part of the ongoing oversight and management of ICG and their strategy for enhancing shareholder value, the Board and management have regularly discussed and evaluated various strategic alternatives involving possible business combinations, joint ventures and other possible strategic transactions and in 2010 had preliminary discussions with a number of parties relating to these matters. Those discussions did not proceed past preliminary stages.

On February 4, 2011, Bennett K. Hatfield, ICG s President and Chief Executive Officer called John W. Eaves, Arch s President and Chief Operating Officer, to discuss a possible asset swap transaction between Arch and ICG. During that conversation, they discussed the possibility of a strategic transaction between ICG and Arch. Mr. Hatfield told Mr. Eaves that he would discuss this possibility with the ICG Board at its regular meeting on February 23.

Mr. Hatfield and Mr. Eaves subsequently arranged for a call on February 21, 2011 to discuss potential synergies in a possible strategic transaction. Later in February, a representative of UBS spoke to Steven Leer, Arch s Chairman and Chief Executive Officer, to explore possibilities for a strategic transaction between Arch and ICG.

In light of this development and an upcoming Board meeting, Mr. Hatfield contacted the Chief Executive Officer of Company A to discuss a possible strategic transaction, but was unable to reach him. In addition, following up on a Company B approach to Mr. Hatfield in early February, Mr. Hatfield and the Chief Executive Officer of Company B spoke on February 18, 2011, and scheduled a teleconference for February 21, at which representatives of Company B and ICG exchanged information and discussed a possible strategic transaction on a preliminary basis.

At a Board meeting on February 23, 2011, Mr. Hatfield reviewed with the Board conditions in the coal industry generally, various recent business combination transactions in the coal industry and ICG s prospects as an independent company. Mr. Hatfield discussed with the Board during an executive session the status of discussions with Arch, Company A and Company B and indicated that he believed that Company C (based upon prior unsolicited contacts in March 2010 and early February 2011) might have an interest in a business combination transaction with ICG. The Board instructed management to continue exploratory discussions with the parties with which ICG had confidential preliminary discussions and other parties who might be reasonably expected to have an interest in pursuing such discussions, including Company C. The Board also formally authorized ICG to engage UBS as ICG s financial advisor to assist in this process.

On February 25, 2011, Mr. Hatfield spoke with the Chief Executive Officer of Company C and made plans for further discussions in early March. Arch and ICG then entered into a confidentiality agreement dated February 25 (which was subsequently supplemented on March 15 to include customary standstill provisions) and on February 28, arrangements were made for providing Arch confidential information relating to ICG s business and prospects.

On March 1, 2011, Mr. Hatfield met with representatives of Arch to discuss the business and prospects of ICG. At the meeting, the Arch representatives indicated that Arch continued to be interested in pursuing a possible strategic transaction with ICG. At an industry conference on March 3, Mr. Hatfield met with the Chief Executive Officer of Company C to further explore a possible strategic transaction between ICG and Company C. On March 7, the Chief Executive Officer of Company C informed Mr. Hatfield that Company C continued to be interested in pursuing such a possible strategic transaction.

On March 3, 2011, representatives of UBS arranged to meet with representatives of Company B on March 8. At that meeting, a representative of Company B indicated that Company B was interested in a possible transaction involving a stock-for-stock merger with one of Company B s businesses whereby Company B would have a substantial majority interest in the combined company.

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From March 8 through March 11, 2011, ICG provided additional information to Arch that had been requested by Arch in connection with its due diligence review of ICG.

On March 11, 2011, Mr. Eaves called Mr. Hatfield to communicate a preliminary expression of interest in a business transaction with ICG. Mr. Eaves indicated that Arch s model supported a 20% premium to recent Company trading prices, which implied a price of approximately $12 per Share. He indicated that he expected that Arch would propose a transaction involving Arch stock and cash, with the cash component representing between 25% and 35% of the total and that this indication was preliminary and subject to final approval by the Arch board of directors. The Company and Arch continued to exchange information, including at an all-day due diligence session on March 15, as well as in subsequent discussions over the following ten days.

On March 15, 2011, Mr. Hatfield received a follow-up call from the Chief Executive Officer of Company A, who expressed an interest in discussing a possible transaction with ICG and requested a meeting to discuss it. Mr. Hatfield indicated, as he had or would convey to other participants, that ICG expected to conclude the process relatively quickly. Company A and ICG then signed a confidentiality agreement and Mr. Hatfield and other representatives of ICG met with representatives of Company A on March 22 to discuss ICG s business and prospects.

On March 17, 2011, representatives of UBS discussed possible next steps with a representative of Company B.

On March 23, 2011, Mr. Hatfield and another executive of ICG met with the Chief Executive Officer of Company C and another executive of Company C to hear Company C s view of the synergies that might be available in a business combination of Company C and ICG, based on a review of publicly available information. Company C s representatives indicated that they were interested in a stock-for-stock transaction with an appropriate premium and a cash component.

On March 25, 2011, Mr. Eaves called Mr. Hatfield to give an update of the status of Arch s review. Mr. Eaves indicated to Mr. Hatfield that Arch expected to submit a proposal to ICG by March 28, indicating that Arch s valuation at that time was $12.25 per Share, but that the cash portion of the consideration would be increased from 25%-35% to 50%. The proposal would be conditioned on further due diligence and final approval by the Arch board of directors. Mr. Eaves also said that Arch hoped to sign and announce a transaction by the end of April. Mr. Hatfield advised Mr. Eaves that an electronic data room with additional information would be available in the near future.

On March 28, 2011, Arch submitted a written proposal for a business combination in which Company shareholders would receive $12.25 per Share in a 50/50 combination of cash and stock, subject to the conditions outlined by Mr. Eaves in his March 25th call with Mr. Hatfield. On that same day, Company C submitted a proposal for a merger in which Company shareholders would receive $4.36 in cash and the balance in Company C stock, which had an aggregate implied value of $13.50 per Share based on the then-current Company C stock price. The proposal was contingent on due diligence, Company C board approval, negotiation of definitive agreements and financing.

Also on March 28, 2011 and in a follow-up call on March 29, a representative of Company D spoke with a representative of UBS to convey Company D s interest in considering a possible business combination transaction with ICG. The representative of UBS asked Company D to submit a written proposal so that the ICG Board could evaluate their proposal.

Early on March 31, 2011, an executive of Company A informed Mr. Hatfield that, for reasons unrelated to its valuation or interest in ICG, Company A was not in a position to pursue a transaction with ICG at this time.

On March 30, 2011, Mr. Leer contacted Wilbur L. Ross, Jr., Chairman of the Board, to discuss the Arch proposal sent to ICG on March 28. Mr. Ross informed Mr. Leer that ICG s management would be reviewing the proposal with ICG s Board.

The Board met on March 31, 2011. At the meeting, Mr. Hatfield updated the Board on the status of discussions with Arch, Company A, Company B and Company C and reviewed the opportunities, potential benefits and risks of each possible transaction. A representative of UBS reviewed background information and analyses related to the companies that were involved in ongoing discussions and the proposals received to date and a representative of Jones Day reviewed the Board s fiduciary duties in this context. The Board then discussed the proposals and other opportunities that might be available and the risks of losing current opportunities while trying to pursue other opportunities, including the risks involved with pursuing its strategic plan without a business combination transaction. It was the consensus of the Board that, were it to decide to pursue a business combination transaction involving ICG, the price per Share should be higher than the prices currently proposed by potential acquirors recognizing that it was early in the process. Although no decision was made to pursue any particular transaction, the Board instructed management and UBS to initiate contact with other parties that UBS and management believed could be reasonably expected to be interested in pursuing a business combination transaction with ICG and to continue discussions with Arch, Company B and Company C. In order to facilitate this process, the Board created a committee to assist and advise management with respect to the process. The committee was not empowered to authorize ICG to enter into any binding agreement; any such agreement was subject to full Board approval. Cynthia B. Bezik, Samuel A. Mitchell and Wilbur L. Ross, Jr. were appointed as the members of the committee.

Following that meeting, UBS contacted four additional parties identified as possibly having an interest in pursuing a business combination transaction with ICG, including Company E and Company F. The other two additional parties other than Company E and Company F indicated that they were not interested in pursuing a business combination transaction and another party which had contacted Mr. Ross expressing a possible interest, did not sign a confidentiality agreement or submit any concrete proposal.

On April 1, 2011, Mr. Hatfield called Mr. Eaves to inform him that the Board viewed the $12.25 per Share price in Arch s March 28 proposal as inadequate and urged him to revisit Arch s assumptions and consider a possible price increase. The same message was conveyed to Company C.

On April 3, 2011, Company C signed a confidentiality agreement with ICG. On April 7, the electronic data room was opened to all parties who had signed confidentiality agreements. On April 8, ICG entered into a confidentiality agreement with Company E. Company E then began its due diligence. During the balance of April, the parties continued to conduct due diligence, both by reviewing documents in the electronic data room and in meetings with Company management, including management presentations to Arch, Company C and Company E. On April 11, ICG sent a draft confidentiality agreement to Company F, which had expressed to UBS an interest in considering a possible transaction with the Company.

On April 18, 2011, Mr. Hatfield updated the Board committee on the process. He informed the committee that four parties (Arch, Company B, Company C and Company E) were conducting due diligence and one party (Company F) was considering whether to participate in the process. A representative of UBS noted that Company E and Company B had been relatively inactive despite attempts to re-engage them. Mr. Hatfield also indicated that Arch was re-evaluating its analysis and planned to submit a revised expression of interest. Later that day, Arch submitted a revised proposal increasing its valuation range to $13.25 to $14.00 per Share in cash. This proposal remained subject to the same conditions as Arch s March 28 letter. Arch indicated in the letter that it was prepared to move quickly to complete due diligence and negotiate a definitive agreement.

On April 20, 2011, a form of transaction agreement was posted in the electronic data room and interested parties were encouraged to provide a markup as soon as possible.

Also on April 20, 2011, Company C submitted an enhanced expression of interest, increasing its valuation to the equivalent of $13.75 per Share in total (based on trading prices for Company C shares at that time), with $5.23 per share (or 38%) to be paid in cash and the rest to be paid in Company C shares. Company C also requested that ICG enter into exclusive negotiations with it.

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The Board committee met on April 21, 2011, with representatives of UBS and Jones Day. Mr. Hatfield updated the committee on the process. The committee discussed Company C s request for exclusivity in negotiations with ICG and concluded that it would not be in ICG s best interest to agree to any exclusivity arrangement at that time.

On April 21, 2011, Company F signed a confidentiality agreement and was given access to the electronic data room for its due diligence review. In discussions coordinated by UBS, a telephonic meeting between the Chief Executive Officer of Company F and Mr. Hatfield was scheduled for April 28. At that meeting, Company F s Chief Executive Officer informed Mr. Hatfield that it had determined that it was not in a position to pursue a possible business combination transaction with ICG at that time for reasons unrelated to ICG.

On April 26, 2011, ICG received a letter from Company D, which indicated interest in acquiring between 51% and 100% of the Shares at a premium over the current stock price. The letter did not specify a price or other valuation. A representative of UBS then asked a representative of Company D for an indicative price and reviewed with Company D s representative the process for any possible business combination transaction. The representative of Company D indicated that Company D would expect its proposed price to be consistent with market premiums. The representative of Company D stated that Company D believed that such premiums would be in the range of a 20% to 30% premium to market prices. A 20% to 30% premium to market would have implied a price of $13.24 to $14.34 per Share as of April 29, 2011. The non-binding expression of interest was conditioned on due diligence, financing, internal approvals of both companies and regulatory approvals of their respective jurisdictions.

Representatives of ICG and Company C met on April 27, 2011 to discuss a possible business combination transaction. The focus of the discussions was Company C s rationale for pursuing a transaction, including its views as to the combined company s prospects.

On April 27 and 28, 2011, the Board committee received updates regarding the status of negotiations. Mr. Hatfield reported to the committee that Mr. Eaves had told him that Arch s board of directors had authorized an offer of $13.90 per Share in cash, with no financing contingency or expected regulatory issues. Mr. Hatfield also informed the committee of Company F s decision not to submit a proposal at this time and that Company E s review team had recommended to its leadership team that Company E submit a proposal. Despite a number of follow up inquiries, Company E did not submit a proposal.

Later in the day on April 28, 2011, Arch submitted a letter with an enhanced proposal. The expression of interest reflected an all-cash price of $13.90 per Share by means of a tender offer transaction structure and was expressly not subject to a financing condition. Arch also submitted a draft merger agreement and later a draft of a tender and voting agreement that Arch was requesting be signed by the two ICG stockholders with representatives on the Board. The letter stated that Arch had completed its due diligence review and was prepared to sign and announce a transaction immediately. The draft merger agreement contemplated a Company termination fee equal to approximately 3.75% of the equity value of ICG in the transaction. In the letter, Arch requested an exclusive negotiations agreement, which request was not granted.

During the period from April 26, 2011 to May 1, 2011, representatives of Jones Day discussed the merger agreement and exchanged drafts with representatives of counsel to each of Company C and Arch. The representatives of Jones Day and Simpson Thacher, Arch s counsel, also negotiated the Voting Agreement and a financing commitment was furnished to Jones Day by Simpson Thacher for review.

The Board met to discuss the status of the process on April 30, 2011. Representatives of management, UBS and Jones Day participated in the meeting. In advance of the meeting, the directors were provided with a comparison of the merger agreements proposed by Arch and Company C, as well as UBS financial analyses of the proposals. UBS noted that, based on Company C s stock price on April 29, Company C s cash and stock offer now implied an offer price of $14.13 per Share (compared to the implied price of $13.75 per Share based on Company C s stock prices when the proposal was submitted). Mr. Hatfield and a representative of UBS updated

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the Board on the status of the discussions. A representative of Jones Day summarized the key terms and open issues for the Arch and Company C proposals and discussed the Board s fiduciary duties with respect to its consideration of all of the proposals. It was the consensus of the Board that a number of the open issues must be resolved in ICG s favor in order to proceed further. The representative of UBS provided the directors with its financial analyses of the Arch and Company C proposals and discussed the Company D letter, a copy of which had been provided to the Board. Representatives of UBS noted that Company D had not signed a confidentiality agreement or started any detailed due diligence review. It was the consensus of the Board that pursuing the Company B and Company D proposals was not in ICG s best interests, because of, among other things, lack of specificity as to price and uncertainty of execution and that Company C s proposal was substantially less certain than the Arch proposal, principally because it required financing and approval by shareholders of Company C. While no decision was made at the April 30 meeting, the Board instructed management and ICG s advisors to continue to pursue a possible transaction and to ask Arch and Company C to increase their indicated prices and to negotiate the termination fee and other terms to resolve them in a manner satisfactory to ICG. The Board agreed to reconvene the next day. After the meeting, Mr. Hatfield called Mr. Eaves and the representative of UBS called a representative of Morgan Stanley & Co. Incorporated, Arch s financial advisor, to inform them that Arch s proposed price was insufficient. The representative of UBS called Company C s financial advisor to ask Company C to reconsider its positions on the key open items, including the circumstances under which a termination fee would be payable by Company and remedy for failure of financing, and to request an increase in its indicated price.

Before a Board meeting was convened on May 1, 2011, Mr. Eaves called Mr. Hatfield to inform him that Arch was prepared to increase its proposed price to $14.60 per Share. Mr. Eaves informed Mr. Hatfield that this proposal was Arch s best and final offer and that it would expire at midnight if not accepted by the Board. A representative of Morgan Stanley also called a representative of UBS at the same time with the same message. Company C s counsel also provided a revised draft merger agreement addressing some but not all of the open issues between ICG and Company C (the remaining key open issue being the ability of Company C to pay a financing fee and terminate the transaction if financing were not available).

A Board meeting was convened during the evening of May 1, 2011. Representatives of management, UBS and Jones Day participated in the meeting. In advance of the meeting, the directors were provided with full copies as well as summaries of the merger agreements proposed by Arch and Company C and UBS financial analyses of the proposals. At the meeting, Mr. Hatfield and a representative of UBS updated the Board on the status of the negotiations. The representative of UBS presented UBS financial analyses of the Arch and Company C proposals. A representative of Jones Day reviewed the key terms of each proposal and discussed the Board s fiduciary duties with respect to its consideration of the proposals. The representative of Jones Day described the tender and voting agreements between Arch and two shareholders that own in the aggregate approximately 17% of the Shares, noting that the shareholders obligations to tender and otherwise support the Offer and the Merger would end if the merger agreement were terminated by the Board. The Board discussed the relative merits of the two transactions, including those described below under Reasons for the Offer and the Merger. The Board and representatives of Jones Day and UBS discussed the primary issues with the Company C proposal, including that ICG had not received a copy of any financing commitment and that, although the proposal did not contain an express financing contingency, ICG s sole remedy for Company C s failure to close if its financing failed was a termination fee equal to approximately $130 million, or approximately 4.2% of ICG s equity value in the transaction. In Company C s proposal, ICG could seek a court order to cause Company C to close when all conditions were satisfied, but only in circumstances where the Company C financing was available to be drawn. In addition, the transaction proposed by Company C required approval by its shareholders. The Board directed UBS to call Arch for its best and final proposal and to negotiate the amount of the termination fee, which UBS did following adjournment of the meeting. The Board directed Jones Day to work to finalize a merger agreement and tender and voting agreement with Arch.

Representatives of Jones Day and Simpson Thacher then discussed and finalized revised drafts of the merger agreement and tender and voting agreement. A representative of UBS discussed Arch s best and final

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offer with a representative of Morgan Stanley. The Morgan Stanley representative confirmed that $14.60 per Share was Arch s best and final offer and that it would expire at midnight if not accepted by the Board. Arch did agree to lower the termination fee amount to $115 million, or approximately 3.4% of the equity value of ICG in the transaction (from 3.75% of that equity value).

The Board reconvened its meeting later that evening. Representatives of management, UBS and Jones Day continued to participate in the meeting. A representative of UBS reported Arch s agreement to the lower termination fee and a representative of Jones Day reviewed the discussions with representatives of Simpson Thacher. A representative of UBS reviewed with the Board UBS financial analysis of the Offer and Merger, and delivered to the Board UBS oral opinion, confirmed by delivery of a written opinion dated May 1, 2011, to the effect that, as of that date and based upon and subject to the assumptions, matters considered and limitations described in its opinion, the consideration of $14.60 per share in cash to be received in the Offer and the Merger by the holders of ICG Common Stock was fair, from a financial point of view, to such holders. See Opinion of UBS Securities, LLC. The directors then unanimously determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are advisable, fair and in the best interests of ICG and its shareholders and approved the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger. The Board resolved to recommend that the shareholders of ICG accept the Offer, tender their shares to Purchaser and, to the extent necessary, adopt the Merger Agreement.

After midnight, on May 2, 2011, the Merger Agreement and Tender and Voting Agreements were executed by Arch, ICG and the other parties thereto. Mr. Hatfield informed the Chief Executive Officer of Company C that the Board had accepted another proposal.

The Merger Agreement and the Tender and Voting Agreements were signed in the early morning of May 2, 2011, and the transaction was publicly announced on the morning of May 2, 2011, prior to the opening of trading on the NYSE.

Reasons for the Recommendation of the Board of Directors

In reaching its unanimous decision to approve the Offer, the Merger and the Merger Agreement and recommend that ICG s stockholders accept the Offer and tender their Shares pursuant to the Offer, the Board consulted with legal counsel regarding the Board s legal duties, the terms of the Merger Agreement and related issues, with its financial advisor regarding the financial aspects and the fairness of the transaction from a financial point of view, to the stockholders of ICG, and with senior management of ICG regarding, among other things, the industry, management s plans, ICG s prospects as an independent company and operational matters. The determination by the Board to approve the Offer, the Merger and the Merger Agreement was the result of careful consideration of numerous factors supporting its decision, including the following:

- the knowledge of the Board and management of ICG s business, financial condition, earnings and prospects, including the Board s consideration and evaluation of the execution risks and uncertainties related to continuing to pursue the Company s business plan as an independent company, compared to the relative certainty of realizing cash or liquid securities in a business combination transaction;

- the knowledge of the Board and management of the current environment in the mining industry, including economic conditions, the possibility for unexpected changes in commodity prices resulting from trading prices, weather, natural disasters, political unrest, terrorist threats and other factors, the potential for continued consolidation, current financial market conditions and the likely effects of these factors on ICG s potential growth, development, productivity and strategic options;

- the historical market prices for Shares, as compared to the Offer Price of $14.60 per Share in cash, which represents a 32.4% premium over the closing market price of the Shares on April 29, 2011, the

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last trading day before the Offer and the Merger were announced, a 43.5% premium over the average closing price of the Shares the three month period prior to such announcement and a 64.7% premium over the average closing price of the Shares for the six month period prior to such announcement;

the fact that numerous third parties were contacted with respect to a possible strategic transaction and that no other party was prepared to move as quickly as Arch on terms, including with respect to price and cash-only consideration, as favorable to ICG s stockholders as those offered by Arch;

the fact that Arch s and Purchaser s obligations under the Offer are not subject to any financing condition;

the competitive landscape in the mining industry, the increased competition from alternative energy sources and the need for scale and global capacity in order to remain competitive;

the likelihood that ICG will continue to face a difficult regulatory environment as an independent company;

the analysis of other strategic alternatives for ICG, including continuing as an independent company, the potential to acquire, be acquired or combine with other third parties and the risk of losing current opportunities while trying to pursue other opportunities;

the provisions of the Merger Agreement which give the Board the ability, should ICG receive an unsolicited superior proposal, to furnish information and conduct negotiations with a third party, and to enter into an agreement for a superior proposal after complying with certain requirements, including payment of a termination fee;

the fact that the Offer and the Merger provide for a prompt cash payment for all Shares to be followed by a merger for the same consideration, thereby enabling ICG s stockholders, at the earliest time possible, to obtain the benefits of the transaction in exchange for their Shares;

the availability of statutory appraisal rights under Delaware law in the cash-out Merger for ICG s stockholders who do not tender their Shares in the Offer and who otherwise comply with all the required procedures under Delaware law; and

the likelihood of the Offer and Merger being approved by applicable regulatory authorities and being consummated.

The Board also considered the opinion of UBS dated May 1, 2011, to the Board as to the fairness, from a financial point of view and as of the date of the opinion, of the $14.60 per Share consideration to be received by holders of Shares in the Offer and Merger, as more fully described below under the caption Opinion of UBS Securities, LLC.

The Board also considered a variety of risks and other potentially negative factors of the Offer, the Merger and the Merger Agreement, including the following:

the fact that ICG s stockholders who tender their Shares (or whose Shares are converted to cash in the Merger, if it occurs) will not participate in any future earnings or growth of ICG and will not benefit from any appreciation in the value of ICG;

the Offer is conditioned upon, among other things, there being validly tendered pursuant to the Offer and not properly withdrawn, more than a majority of the then outstanding Shares (the Minimum Condition);

the risks and costs to ICG if the Offer does not close, including the diversion of management and employee attention, employee attrition and the effect on ICG s customer relationships;

the terms and conditions of the Merger Agreement, including (i) the operational restrictions imposed on ICG between signing and closing (which may delay or prevent ICG from undertaking

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business opportunities that may arise pending the completion of the transaction) and (ii) the termination fee of $115 million that could become payable by ICG under certain circumstances, including if ICG terminates the Merger Agreement to accept a superior proposal;

the risk that Arch may terminate the Merger Agreement and not complete the Offer in circumstances where conditions to the Offer were not satisfied or waived, including circumstances outside of ICG s control;

the necessity of regulatory approvals to consummate the Offer and the Merger; and

the fact that the all-cash consideration in the transaction would be generally taxable to ICG s stockholders.

The Board concluded that the risks and other potentially negative factors associated with the Offer and the Merger were outweighed by the potential benefits of the Offer and the Merger.

The foregoing discussion of information and factors considered and given weight by Board and the reasons for making its recommendation is not intended to be exhaustive, but is believed to include all of the material factors considered by Board and the material reasons for making its recommendation. In view of the variety of factors considered in connection with its evaluation of the Offer and the Merger and the related reasons for making its recommendation, Board did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific factors considered in and the related reasons for reaching determinations and recommendations. In addition, individual members of Board may have given different weights to different factors and reasons.

For the reasons described above, the Board unanimously recommends that ICG s stockholders accept the Offer, tender their Shares pursuant to the Offer and, if required by applicable law, adopt the Merger Agreement and thereby approve the Merger and the other transactions contemplated by the Merger Agreement.

Intent to Tender

To the knowledge of the Company after making reasonable inquiry, all of the Company s executive officers, directors, subsidiaries and affiliates currently intend to tender or cause to be tendered all Shares held of record or beneficially owned by such person or entity pursuant to the Offer and, if necessary, to vote such Shares in favor of adoption of the Merger Agreement. The foregoing does not include any Shares over which, or with respect to which, any such executive officer, director or affiliate acts in a fiduciary or representative capacity or is subject to the instructions of a third party with respect to such tender.

Pursuant to the terms of the Merger Agreement, the Company granted Purchaser an irrevocable option, exercisable only on the terms and conditions set forth in the Merger Agreement, to purchase, at a price per Share equal to the consideration, newly issued Shares. A summary of this irrevocable option is described in Item 8 below under the heading Top-Up Option.

See Item 3. Past Contacts, Transactions, Negotiations and Agreements Tender and Voting Agreements for a description of the Tender and Voting Agreements.

Financial Forecasts

The Company s management prepares forecasts of its prospective financial performance for internal use as part of its ongoing management of the Company. The Company does not as a matter of course make public forecasts as to future performance, earnings or other results beyond the current fiscal year due to the unpredictability of the underlying assumptions and estimates.

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In the fall of 2010, as part of its annual business planning process, management prepared forecasts for 2011 and the following five years that were reviewed by the Board in early December (the December Forecast). The revenue portion of the December Forecast was updated by management in February 2011 to reflect the sudden and significant increase in metallurgical coal prices that occurred after the December Forecast was prepared (the February Forecast). Management further revised this forecast in April 2011 to reflect lower coal prices, due to predictions of moderating met coal demand, and increased production costs, due to lower productivity rates and substantially increased diesel fuel costs that were experienced after the December Forecast was prepared (the April Forecast , and collectively with the December Forecast and the February Forecast, the Forecasts). At the time that each of the Forecasts was updated, which updates the Company has historically done from time to time as part of its ordinary practice, management believed that the Forecasts reflected its best then-currently available estimates and judgments, including estimates of commodity prices, which are subject to unexpected fluctuations due to changes in commodity prices in the trading markets, weather, natural disasters, political unrest, including terrorist threats and other factors and other risks and uncertainties such as shipping delays, changes in power generation technology, wage and benefit costs, interest rate fluctuations, legislation, including related to tax rates, safety problems and construction and equipment costs and delays. The Company made the December Forecast and the February Forecast available to Arch in connection with its due diligence review in February 2011. The April Forecast was not provided to Arch in light of the timing of the process and the fact that management had already issued public guidance for 2011 and 2012 at the end of April that was lower than the February Forecast. In discussions of the December and February Forecasts between representatives of Arch and ICG management, the Company disclosed the average price per ton of coal used in both Forecasts and other key assumptions and urged Arch to apply its own analyses and judgments based on its experience in the industry.

The Forecasts were not prepared with a view toward public disclosure; and, accordingly, do not necessarily comply with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of financial forecasts, or generally accepted accounting principles. Deloitte & Touche, LLP, the Company s independent registered public accounting firm, has not audited, compiled or performed any procedures with respect to the Forecasts and does not express an opinion or any form of assurance related thereto. The summary of the Forecasts is not being included in this Schedule 14D-9 to influence a stockholder s decision whether to tender Shares in the Offer, but is being included because the December and February Forecasts were provided by the Company to Arch and the Purchaser and the April Forecasts were provided by the Company to UBS.

The Forecasts, while presented with numerical specificity, necessarily were based on numerous variables and assumptions that are inherently uncertain and many of which are beyond the control of the Company s management. Because the Forecasts cover multiple years, by their nature, they become subject to greater uncertainty with each successive year. The assumptions upon which the Forecasts were based necessarily involve judgments with respect to, among other things, future economic, competitive and financial market conditions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company s control. The Forecasts also reflect assumptions as to certain business decisions that are subject to change. In addition, the Forecasts may be affected by the Company s ability to achieve strategic goals, objectives and targets over the applicable periods.

Accordingly, there can be no assurance that the Forecasts will be realized, and actual results may vary materially from those shown. The inclusion of the Forecasts in this Schedule 14D-9 should not be regarded as an indication that the Company or any of its officers, directors, advisors or representatives considered or consider the Forecasts to be predictive of actual future events, and the Forecasts should not be relied upon as such. Neither the Company nor any of its officers, directors, advisors or representatives can give any assurance that actual results will not differ from the Forecasts, and none of them undertakes any obligation to update or otherwise revise or reconcile the Forecasts to reflect circumstances existing after the date the Forecasts were generated or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying the Forecasts are shown to be in error. The Company does not intend to make publicly available any update or other revision to the Forecasts, except as otherwise required by law. Neither the Company nor any of its affiliates,

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advisors, officers, directors or representatives has made or makes any representation to any stockholder of the Company or other person regarding the ultimate performance of the Company compared to the information contained in the Forecasts or that the Forecasts will be achieved. The Company has made no representation to Parent, Purchaser or their affiliates, in the Merger Agreement or otherwise, concerning the Forecasts.

In light of the foregoing factors and the uncertainties inherent in the Forecasts, stockholders are cautioned not to place undue, if any, reliance on the Forecasts.

The following tables summarize the Forecasts:

December Forecast

(dollars in millions)

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

February Forecast

(dollars in millions)

	Year Ending December 31,					
	2011	**2012**	**2013**	**2014**	**2015**	**2016**
Total Revenue	$ 1,352	$ 1,573	$ 1,756	$ 2,071	$ 2,287	$ 2,354
Adjusted EBITDA(1)	323	453	513	746	886	912
Capital Expenditures	242	249	206	199	197	118
Operating Statistics						
Total Tons Sold (mm)	16.6	17.3	19.1	21.4	22.5	22.7
Total Average Price per Ton ($)	76.55	86.50	88.10	93.68	98.26	101.35
Total Cost per Ton ($)	$ 55.90	$ 59.13	$ 59.71	$ 57.20	$ 57.18	$ 59.39

April Forecast

(dollars in millions)

	Year Ending December 31,					
	2011	**2012**	**2013**	**2014**	**2015**	**2016**
Total Revenue	$ 1,340	$ 1,504	$ 1,673	$ 1,969	$ 2,152	$ 2,235
Adjusted EBITDA(1)	291	343	386	599	723	742
Capital Expenditures	242	249	206	199	197	118
Operating Statistics						
Total Tons Sold (mm)	16.6	17.3	19.1	21.4	22.5	22.7
Total Average Price per Ton ($)	75.88	82.48	83.79	88.94	93.14	96.10
Total Cost per Ton ($)	$ 56.99	$ 61.76	$ 62.42	$ 59.84	$ 59.85	$ 62.17

(1) *Adjusted EBITDA is a non-GAAP measure and is used by the Company s management to measure the operating performance of the business. The Company defines Adjusted EBITDA as net income or loss attributable to International Coal Group, Inc. before deducting interest, income taxes, depreciation,*

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depletion, amortization, reserve for the Allegheny Energy Supply lawsuit, loss on extinguishment of debt and noncontrolling interest. The Company also uses Adjusted EBITDA (with additional adjustments) to measure compliance with covenants in the Company s credit facility, such as the fixed charge ratio. Management believes Adjusted EBITDA is a useful measure as it is frequently used by securities analysts, investors and other interested parties in the evaluation of companies in the Company s industry, substantially all of which present EBITDA or Adjusted EBITDA when reporting their results. The non-GAAP measures have not been reconciled to the comparable GAAP measures because not all of the information necessary for a quantitative reconciliation of these non-GAAP financial measures to the most directly comparable GAAP financial measures is available without unreasonable effort.

The material assumptions underlying the Forecasts were:

The Total Tons Sold are the amounts shown above in the Forecasts.

Total Tons Sold were assumed to be the same for each year included in the February Forecast and the April Forecast.

The Total Tons Sold included in the December Forecast are slightly lower than in the other Forecast.

The Total Average Price per Ton was higher in the February Forecast, after taking into consideration a sudden and significant increase in the price of metallurgical coal after the time that the December Forecast was prepared.

The Total Average Price per Ton was decreased in the April Forecast compared to the February Forecast due to a softening in the price of metallurgical coal.

The Total Cost per Ton was higher in the April Forecast than in the December Forecast and February Forecast, both of which used the cost assumptions established for the December Forecast in late 2010, due to an increase in costs stemming from lower mine productivity and a sharp increase in the price of diesel fuel after the time that the December Forecast was prepared.

The global economic recovery will continue to result in generally increasing Average Price per Ton based on generally good market conditions.

Margins were assumed to increase as a result of increased sales of metallurgical coal.

The Company s new Tygart Valley mine development would have initial production commencing in late 2011 ramping up to 3.0 million tons in 2014 with full output of 3.5 million tons beginning in 2015. Assumed product mix of the output of that development is 40% metallurgical coal and 60% thermal coal.

Production increases each year by reason of organic growth and no significant acquisitions or divestitures.

The possible outcome of pending litigation against the Company.

General commodities inflation at 3% per year.

No significant restructuring or impairment costs.

No non-recurring expenses.

In light of the foregoing factors and the uncertainties inherent in the Forecasts, stockholders are cautioned not to place undue, if any, reliance on the Forecasts.

Opinion of UBS Securities, LLC

On May 1, 2011, at a meeting of the board of directors held to evaluate the proposed Offer and Merger, UBS delivered to the Company Board an oral opinion, which opinion was confirmed by delivery of a written opinion dated May 1, 2011, to the effect that, as of that date and based on and subject to various assumptions, matters considered and limitations described in its opinion, the $14.60 per Share consideration to be received in the Offer and Merger by holders of Shares was fair, from a financial point of view, to such holders.

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The full text of UBS opinion describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken by UBS. This opinion is attached to this Schedule 14D-9 as Annex II and is incorporated into this document by reference. **Holders of Shares are encouraged to read UBS opinion carefully in its entirety. UBS opinion was provided for the benefit of the Company Board (in its capacity as such) in connection with, and for the purpose of, its evaluation of the $14.60 per Share consideration from a financial point of view and does not address any other aspect of the Offer and Merger. The opinion does not address the relative merits of the Offer and Merger as compared to other business strategies or transactions that might be available with respect to the Company or the Company s underlying business decision to effect the Offer and Merger. The opinion does not constitute a recommendation to any stockholder as to whether such stockholder should tender Shares in the Offer or how such stockholder should vote or act with respect to the Offer and Merger. The following summary of UBS opinion is qualified in its entirety by reference to the full text of UBS opinion.**

In arriving at its opinion, UBS, among other things:

- reviewed certain publicly available business and financial information relating to the Company;
- reviewed certain internal financial information and other data relating to the business and financial prospects of the Company that were not publicly available, including financial forecasts and estimates prepared by the management of the Company that the board of directors directed UBS to utilize for purposes of its analysis;
- conducted discussions with members of senior management of the Company concerning the business and financial prospects of the Company;
- reviewed publicly available financial and stock market data with respect to certain other companies UBS believed to be generally relevant;
- compared the financial terms of the offer and merger with the publicly available financial terms of certain other transactions UBS believed to be generally relevant;
- reviewed current and historical market prices of the Shares;
- reviewed a draft dated May 1, 2011, of the merger agreement; and
- conducted such other financial studies, analyses and investigations, and considered such other information, as UBS deemed necessary or appropriate.

In connection with its review, with the consent of the Company Board, UBS assumed and relied upon, without independent verification, the accuracy and completeness in all material respects of the information provided to or reviewed by UBS for the purpose of its opinion. In addition, with the consent of the Company Board, UBS did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent or otherwise) of the Company, and was not furnished with any such evaluation or appraisal. With respect to the financial forecasts and estimates referred to above, UBS assumed, at the direction of the Company Board, that such forecasts and estimates had been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Company s management as to the Company s future financial performance. UBS opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information available to UBS as of, the date of its opinion.

At the request of the Company Board, UBS contacted third parties to solicit indications of interest in a possible transaction with the Company and held discussions with certain of these parties prior to the date of its opinion. At the direction of the Company Board, UBS was not asked to, and it did not, offer any opinion as to the terms, other than the $14.60 per Share consideration to the extent expressly specified in UBS opinion, of the Merger Agreement or the form of the Offer and Merger. In addition, UBS expressed no opinion as to the fairness of the amount or nature of any compensation to be received by any officers, directors or employees of any parties to the Offer and Merger, or any class of such persons, relative to the $14.60 per Share consideration. In rendering its opinion, UBS assumed, with the consent of the Company Board, that (i) the final executed form of the Merger

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Agreement would not differ in any material respect from the draft that UBS reviewed, (ii) the parties to the Merger Agreement would comply with all material terms of the Merger Agreement and (iii) the Offer and Merger would be consummated in accordance with the terms of the Merger Agreement without any adverse waiver or amendment of any material term or condition of the Merger Agreement. UBS also assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Offer and Merger would be obtained without any material adverse effect on the Company or the Offer and Merger. Except as described above, the Company imposed no other instructions or limitations on UBS with respect to the investigations made or the procedures followed by UBS in rendering its opinion. The issuance of UBS opinion was approved by an authorized committee of UBS.

In connection with rendering its opinion to the Company Board, UBS performed a variety of financial and comparative analyses which are summarized below. The following summary is not a complete description of all analyses performed and factors considered by UBS in connection with its opinion. The preparation of a fairness opinion is a complex process involving subjective judgments and is not necessarily susceptible to partial analysis or summary description. With respect to the selected companies analysis and the selected transactions analysis summarized below, no company or transaction used as a comparison was identical to the Company or the Offer and Merger. These analyses necessarily involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the public trading or acquisition values of the companies concerned.

UBS believes that its analyses and the summary below must be considered as a whole and that selecting portions of its analyses and factors or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying UBS analyses and opinion. UBS did not draw, in isolation, conclusions from or with regard to any one factor or method of analysis for purposes of its opinion, but rather arrived at its ultimate opinion based on the results of all analyses undertaken by it and assessed as a whole.

The estimates of the future performance of the Company provided by the Company or derived from public sources in or underlying UBS analyses are not necessarily indicative of future results or values, which may be significantly more or less favorable than those estimates. In performing its analyses, UBS considered industry performance, general business and economic conditions and other matters, many of which were beyond the control of the Company. Estimates of the financial value of companies do not purport to be appraisals or necessarily reflect the prices at which businesses or securities actually may be sold or acquired.

The $14.60 per Share consideration to be received pursuant to the Offer and Merger was determined through negotiation between the Company and Parent and the decision by the Company to enter into the Offer and Merger was solely that of the Company Board. UBS opinion and financial analyses were only one of many factors considered by the Company Board in its evaluation of the Offer and Merger and should not be viewed as determinative of the views of the Company Board or management with respect to the Offer and Merger or the $14.60 per Share consideration.

The following is a brief summary of the material financial analyses performed by UBS and reviewed with the Company Board on May 1, 2011 in connection with its opinion relating to the proposed Offer and Merger. **The financial analyses summarized below include information presented in tabular format. In order for UBS financial analyses to be fully understood, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of UBS financial analyses.**

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Selected Companies Analysis

UBS compared selected financial and stock market data of the Company with corresponding data of the following nine selected publicly traded U.S. coal companies:

- Alpha Natural Resources, Inc.
- Arch Coal, Inc.
- Cloud Peak Energy Inc.
- CONSOL Energy Inc.
- James River Coal Company
- Massey Energy Company
- Patriot Coal Corporation
- Peabody Energy Corporation
- Walter Energy, Inc.

UBS reviewed, among other things, the enterprise values of the selected companies, calculated as diluted equity market value based on closing stock prices on April 29, 2011, plus convertible debt at face value, other remaining debt at book value and minority interests at book value, less cash and cash equivalents, as multiples of calendar years 2010 actual earnings before interest, taxes, depreciation and amortization, referred to as EBITDA, and 2011 and 2012 estimated EBITDA. UBS also reviewed closing stock prices of the selected companies on April 29, 2011 as a multiple of calendar years 2011 and 2012 estimated earnings per share, referred to as EPS. UBS then compared these multiples derived for the selected companies with corresponding multiples implied for the Company based both on the closing price of the Shares on April 29, 2011 and the $14.60 per Share consideration. Financial data for