MACE SECURITY INTERNATIONAL INC
Form 10-Q
November 13, 2008

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

FORM 10-Q

QUARTERLY REPORT UNDER SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2008 COMMISSION FILE NO. 0-22810

MACE SECURITY INTERNATIONAL, INC.
(Exact name of Registrant as specified in its charter)

DELAWARE	**03-0311630**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

240 Gibraltar Road, Suite 220, Horsham, Pennsylvania 19044
(Address of Principal Executive Offices) (Zip code)

Registrant's Telephone Number, including area code: **(267) 317-4009**

Indicate by checkmark 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 the (“ Exchange Act”) 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 is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of “large accelerated filer” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act (Check One):

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

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

As of November 12, 2008, there were 16,465,253 Shares of the registrant’s Common Stock, par value $.01 per share, outstanding.

Mace Security International, Inc.
Form 10-Q
Quarter Ended September 30, 2008

Contents

PART I
FINANCIAL INFORMATION

Item 1. Financial Statements

Mace Security International, Inc.
Consolidated Balance Sheets

(In thousands, except share information)

ASSETS	September 30, 2008 (Unaudited)	December 31, 2007
Current assets:		
Cash and cash equivalents	$ 7,756	$ 8,103
Short-term investments	5,067	4,249
Accounts receivable, less allowance for doubtful accounts of $923 and $791 in 2008 and 2007, respectively	1,800	2,920
Inventories	9,480	9,296
Prepaid expenses and other current assets	2,303	2,241
Assets held for sale	7,565	5,665
Total current assets	33,971	32,474
Property and equipment:		
Land	7,494	12,322
Buildings and leasehold improvements	13,217	17,418
Machinery and equipment	5,253	6,353
Furniture and fixtures	506	558
Total property and equipment	26,470	36,651
Accumulated depreciation and amortization	(7,008)	(8,477)
Total property and equipment, net	19,462	28,174
Goodwill	8,231	8,231
Other intangible assets, net of accumulated amortization of $1,366 and $1,123 in 2008 and 2007, respectively	3,770	5,565
Other assets	927	992
Total assets	$ 66,361	$ 75,436

The accompanying notes are an integral part of these financial statements.

LIABILITIES AND STOCKHOLDERS' EQUITY	September 30, 2008 (Unaudited)	December 31, 2007
Current liabilities:		
Current portion of long-term debt	$ 2,283	$ 2,022
Accounts payable	2,804	4,661
Accrued expenses and other current liabilities	3,422	2,581
Income taxes payable	421	778
Deferred revenue	127	174
Liabilities related to assets held for sale	2,988	4,494
Total current liabilities	12,045	14,710
Long-term debt, net of current portion	2,674	7,160
Commitments	-	-
Stockholders' equity:		
Preferred stock, $.01 par value:		
Authorized shares of 10,000,000		
Issued and outstanding shares - none	-	-
Common stock, $.01 par value:		
Authorized shares - 100,000,000		
Issued and outstanding shares of 16,465,253 at September 30, 2008 and December 31, 2007	165	165
Additional paid-in capital	94,326	93,685
Accumulated other comprehensive (loss) income	(189)	322
Accumulated deficit	(42,511)	(40,495)
	51,791	53,677
Less treasury stock at cost, 81,009 shares at September 30, 2008 and 53,909 shares at December 31, 2007	(149)	(111)
Total stockholders' equity	51,642	53,566
Total liabilities and stockholders' equity	$ 66,361	$ 75,436

The accompanying notes are an integral part of these financial statements.

Mace Security International, Inc.
Consolidated Statements of Operations
(Unaudited)
(In thousands, except share and per share information)

	Three Months Ended September 30, 2008	Three Months Ended September 30, 2007
Revenues:		
Security	$ 5,309	$ 5,697
Digital media marketing	3,355	2,802
Car wash and detailing services	2,121	2,288
Lube and other automotive services	688	727
Fuel and merchandise	568	271
	12,041	11,785
Cost of revenues:		
Security	3,827	3,965
Digital media marketing	1,821	2,599
Car wash and detailing services	1,683	1,754
Lube and other automotive services	520	537
Fuel and merchandise	536	233
	8,387	9,088
Selling, general and administrative expenses	5,117	5,399
Depreciation and amortization	304	361
Operating loss	(1,767)	(3,063)
Interest expense, net	(44)	(42)
Other income	159	86
Loss from continuing operations before income taxes	(1,652)	(3,019)
Income tax expense	25	24
Loss from continuing operations	(1,677)	(3,043)
Loss from discontinued operations, net of tax of $0 in 2008 and 2007	(384)	(186)
Net loss	$ (2,061)	$ (3,229)
Per share of common stock (basic and diluted):		
Loss from continuing operations	$ (0.11)	$ (0.19)
Loss from discontinued operations	(0.02)	(0.01)
Net loss	$ (0.13)	$ (0.20)
Weighted average shares outstanding:		
Basic	16,465,253	16,213,726
Diluted	16,465,253	16,213,726

The accompanying notes are an integral part of these financial statements.

Mace Security International, Inc.
Consolidated Statements of Operations
(Unaudited)
(In thousands, except share and per share information)

	Nine Months Ended September 30, 2008		Nine Months Ended September 30, 2007	
Revenues:				
Security	$	16,151	$	16,756
Digital media marketing		14,272		2,802
Car wash and detailing services		6,445		6,389
Lube and other automotive services		2,021		2,104
Fuel and merchandise		1,642		807
		40,531		28,858
Cost of revenues:				
Security		11,503		12,203
Digital media marketing		8,745		2,599
Car wash and detailing services		5,103		5,059
Lube and other automotive services		1,539		1,609
Fuel and merchandise		1,533		719
		28,423		22,189
Selling, general and administrative expenses		16,270		12,968
Depreciation and amortization		987		913
Asset impairment charges		2,608		-
Operating loss		(7,757)		(7,212)
Interest expense, net		(83)		(287)
Other income		382		513
Loss from continuing operations before income taxes		(7,458)		(6,986)
Income tax expense		75		73
Loss from continuing operations		(7,533)		(7,059)
Income from discontinued operations, net of tax of $0 in 2008 and 2007		5,517		1,908
Net loss	$	(2,016)	$	(5,151)
Per share of common stock (basic and diluted):				
Loss from continuing operations	$	(0.46)	$	(0.45)
Income from discontinued operations		0.34		0.12
Net income Loss	$	(0.12)	$	(0.33)
Weighted average shares outstanding:				
Basic		16,465,253		15,589,313
Diluted		16,465,253		15,589,313

The accompanying notes are an integral part of these financial statements.

6

Mace Security International, Inc.
Consolidated Statement of Stockholders' Equity
(Unaudited)

(In thousands, except share information)

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Other Comprehensive Income (loss)	Accumulated Deficit	Treasury Stock	Total
Balance at December 31, 2007	16,465,253	$ 165	$ 93,685	$ 322	$ (40,495)	$ (111)	$ 53,566
Stock-based compensation expense (see note 6)	-	-	548	-	-	-	548
Adjustment to common stock value issued in purchase acquisition	-	-	93	-	-	-	93
Purchase of treasury stock	-	-	-	-	-	(38)	(38)
Unrealized loss on short-term investments	-	-	-	(511)	-	-	(511)
Net loss	-	-	-	-	(2,016)	-	(2,016)
Total comprehensive loss	-	-	-	-	-	-	(2,527)
Balance at September 30, 2008	16,465,253	$ 165	$ 94,326	$ (189)	$ (42,511)	$ (149)	$ 51,642

The accompanying notes are an integral part of this financial statement.

Mace Security International, Inc.
Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	Nine Months Ended September 30, 2008	2007
Operating activities		
Net loss	$ (2,016)	$ (5,151)
Income from discontinued operations, net of tax	5,517	1,908
Loss from continuing operations	(7,533)	(7,059)
Adjustments to reconcile loss from continuing operations to net cash used in operating activities:		
Depreciation and amortization	987	913
Stock-based compensation (see Note 6)	545	1,079
Provision for losses on receivables	244	271
Loss (gain) on sale of property and equipment	7	(6)
Gain on short-term investments	(259)	(280)
Asset impairment charges	2,608	-
Changes in operating assets and liabilities:		
Accounts receivable	867	(368)
Inventories	(454)	(1,549)
Prepaid expenses and other assets	52	(56)
Accounts payable	(1,647)	725
Deferred revenue	90	46
Accrued expenses	967	1,250
Income taxes payable	(364)	(14)
Net cash used in operating activities-continuing operations	(3,890)	(5,048)
Net cash used in operating activities-discontinued operations	(1,399)	(592)
Net cash used in operating activities	(5,289)	(5,640)
Investing activities		
Acquisition of business, net of cash acquired	-	(7,446)
Purchase of short-term investments	(1,070)	-
Purchase of property and equipment	(451)	(258)
Proceeds from sale of property and equipment	1	297
Payments for intangibles	(15)	(4)
Net cash used in investing activities-continuing operations	(1,535)	(7,411)
Net cash provided by investing activities-discontinued operations	7,926	18,481
Net cash provided by investing activities	6,391	11,070
Financing activities		
Payments on long-term debt	(1,161)	(525)
Payments to repurchase stock	(38)	(36)
Proceeds from issuance of common stock	-	28
Net cash used in financing activities-continuing operations	(1,199)	(533)
Net cash used in financing activities-discontinued operations	(250)	(857)
Net cash used in financing activities	(1,449)	(1,390)
Net (decrease) increase in cash and cash equivalents	(347)	4,040
Cash and cash equivalents at beginning of period	8,103	4,055
Cash and cash equivalents at end of period	$ 7,756	$ 8,095

"bottom"> 26,500 (3) 11.44 07/22/08 20,000 (4)
02/25/09 18,200 (5) 10.98 02/22/11 71,900 (6)
9.08 02/28/12 71,900 (7) 11.30 04/25/12
100,000 (13) 3,003,000 2,918 (8) 87,628
14,638 (9) 439,579 5,466 (10) 164,144
3,800 (11) 114,114 26,900 (12) 807,807
26,900 (12) 807,807

Robert G. Jones
2,400 (2) 13.94 07/23/07 2,400 (3) 11.44 07/22/08
9,500 (14) 4.25 02/24/10 25,800 (5) 10.98 02/22/11
58,400 (6) 9.08 02/28/12

30

Table of Contents

	Option Awards					Stock Awards			
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)(1)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)(1)
Robert G. Jones	58,400(7)			$ 11.30	04/25/12		$		$
						2,116(8)	63,543		
						3,178(9)	95,435		
						3,732(10)	112,072		
						2,600(11)	78,078		
								5,500(12)	165,165
								5,500(12)	165,165

(1) Calculated using the closing price for our common stock as reported on the New York Stock Exchange on December 29, 2006.

(2) Stock options vested at the rate of 331/3% per year, with vesting dates of July 23, 1998, July 23, 1999 and July 23, 2000.

(3) Stock options vested at the rate of 331/3% per year, with vesting dates of July 22, 1999, July 22, 2000 and July 22, 2001.

(4) One-sixth of the stock options vested on each of February 25, 2000 and February 25, 2003, and one-third of the stock options vested on each of February 25, 2001 and February 25, 2002.

(5)

Stock options vested at the rate of 331/3% per year, with vesting dates of February 22, 2002, February 22, 2003 and February 22, 2004.

(6) Stock options vested at the rate of 25% per year, with vesting dates of February 28, 2003, February 28, 2004, February 28, 2005 and February 28, 2006.

(7) Stock options vested at the rate of 25% per year, with vesting dates of April 25, 2003, April 25, 2004, April 25, 2005 and April 25, 2006.

(8) Restricted stock units vested at the rate of 331/3% per year, with vesting dates of January 14, 2005, January 14, 2006 and January 14, 2007.

(9) Restricted stock units vested at the rate of 331/3% per year, with vesting dates of January 30, 2005, January 30, 2006 and January 30, 2007.

(10) Restricted stock units vest at the rate of 331/3% per year, with vesting dates of February 24, 2006, February 24, 2007 and February 24, 2008.

(11) Restricted stock units vest at the rate of 331/3% per year, with vesting dates of February 23, 2007, February 23, 2008 and February 23, 2009.

(12) Performance-contingent phantom stock units vest upon the attainment of a sustained average closing price of our common stock and the achievement of a minimum EBITDA over the trailing 12-month period. You should see the information under the heading Elements of Our Compensation Program in the section entitled Compensation Discussion and Analysis beginning on page 19 of this proxy statement for more information about our performance-contingent phantom stock awards.

(13) Restricted stock units vest on January 31, 2008.

(14) Stock options vested at the rate of 331/3% per year, with vesting dates of February 24, 2001, February 24, 2002 and February 24, 2003.

31

Table of Contents

Option Exercises and Stock Vested for the Year Ended December 31, 2006

The following table shows information relating to the exercise or vesting of certain equity awards previously made to the executive officers named in this proxy statement during 2006. We have adjusted the information in the following table for the two-for-one stock split on May 15, 2006.

	Option Awards		Stock Awards	
Name	Number of Shares Acquired on Exercise(#)	Value Realized on Exercise($)(1)	Number of Shares Acquired on Vesting (#)(2)	Value Realized on Vesting ($)(3)
Steven F. Leer	90,000	$ 2,414,610	33,134	$ 1,400,733
Robert J. Messey			15,356	649,943
C. Henry Besten, Jr.			6,164	256,619
John W. Eaves			20,294	858,317
Robert G. Jones	21,800	597,220	7,162	298,126

(1) Amounts represent the value realized upon exercise of outstanding stock options calculated by multiplying the number of shares acquired upon exercise by the difference between the option exercise price and the fair market value of our common stock on the date of exercise.

(2) Amounts represent the portion of outstanding restricted stock units that vested during 2006, including shares that the executive officer elected to defer, on a discretionary basis, under our deferred compensation plan as follows: 33,134 shares for Mr. Leer, 15,356 shares for Mr. Messey, 12,974 shares for Mr. Eaves and 4,176 shares for Mr. Jones. You should see the section entitled Non-Qualified Deferred Compensation beginning on page 34 of this proxy statement for more information about our deferred compensation plan.

(3) Amounts represent the value realized upon vesting of restricted stock units calculated by multiplying the number of shares that vested during 2006 by the fair market value of our common stock on the date of vesting.

Table of Contents

Pension Benefits

The following table shows information relating to the accumulated benefits to which the executive officers named in this proxy statement are entitled under our defined benefit pension plans at December 31, 2006:

Name	Plan Name	Number of Years Credited Service (#)(1)	Present Value of Accumulated Benefit ($)(2)	Payments During Last Fiscal Year ($)
Steven F. Leer	Arch Coal, Inc. Retirement Account Plan	26	$ 402,686	$
	Arch Coal, Inc. Supplemental Retirement Plan	26	1,146,447	
Robert J. Messey	Arch Coal, Inc. Retirement Account Plan	6	125,740	
	Arch Coal, Inc. Supplemental Retirement Plan	6	125,579	
C. Henry Besten, Jr.	Arch Coal, Inc. Retirement Account Plan	26	575,980	
	Arch Coal, Inc. Supplemental Retirement Plan	26	250,499	
John W. Eaves	Arch Coal, Inc. Retirement Account Plan	25	266,924	
	Arch Coal, Inc. Supplemental Retirement Plan	25	278,991	
Robert G. Jones	Arch Coal, Inc. Retirement Account Plan	16	215,321	
	Arch Coal, Inc. Supplemental Retirement Plan	16	112,570	

(1) Under our defined benefit pension plans, certain executive officers named in this proxy statement have been credited with additional years of service attributable to employment with one or more predecessor entities as follows: Mr. Leer 16 years, Mr. Besten 16 years, Mr. Eaves 15 years and Mr. Jones 6 years. In addition to an annual credit to our defined benefit pension plans, each of the executive officers receives a transition credit ranging from 1% to 4% of his compensation as a result of the additional years of service.

(2) Amounts shown for each named executive officer represent the actuarial present value of the named executive officer s accumulated benefit under our defined benefit pension plans as of December 31, 2006, computed in accordance with Statement of Financial Accounting Standards No. 87, *Employer s Accounting for Pensions.* The present value of accumulated benefits is subject to certain actuarial assumptions described in Note 14 to our consolidated financial statements and under the heading Employee Benefit Plans in the section entitled Critical Accounting Policies included in our Annual Report on Form 10-K for the year ended December 31, 2006.

Defined Benefit Pension Plan. We sponsor a defined benefit pension plan covering all of our eligible employees, including our executive officers. Employees become eligible to participate in the plan after working 1,000 hours. We credit each participant in the plan with a cash balance account. Participants become vested in their cash balance accounts after serving three years with us. Upon retirement or upon termination of employment following three years of service with us, participants or their beneficiaries may elect to receive benefits in a lump sum, in installments over a period of time or at a later date. Under the terms of the plan, normal retirement occurs on the first day of the month following the date a participant turns 65.

We credit each participant s cash balance account with a monthly interest amount based on the U.S. Treasury rate, subject to a minimum rate of 4.25% and a maximum rate of 10%. In addition, we may provide transition credits to employees who participated in certain predecessor plans for a period up to the number of years of credited service with the predecessor plan, subject to certain maximum amounts depending upon the particular plan. The transition contribution rates range from 1% to 4% of compensation, depending upon the participant s age at the end of the year. Annually, we also credit each participant s cash balance account with an amount, reflected as a percentage of compensation, based on the participant s age at the end of the year. For purposes of determining the contribution amount, compensation includes salary, regular wages, overtime pay, earned vacation pay, short-term incentive compensation payments and amounts contributed by the participant to a qualified profit-sharing or cafeteria plan maintained by us, subject to certain limits imposed under the Internal Revenue Code. The following table shows the percentages of compensation we contribute to each participant s account, based on the participant s age at the end of the year:

Age at End of Year	Contribution Rate (% of Compensation)
Less than 30	3%
30-39	4%
40-44	5%
45-49	6%
50-54	7%
55 and over	8%

Supplemental Retirement Plan. We sponsor a supplemental retirement plan covering all of our eligible employees, including our executive officers, whose retirement benefits under our defined benefit pension plan are limited by the Internal Revenue Code. Under our supplemental retirement plan, each eligible employee is entitled to receive a lump sum amount equal to the difference between the amount that would have been paid under our defined benefit pension plan but for the limitations contained in the Internal Revenue Code and the actual amount that the employee is entitled to receive under our defined benefit pension plan after taking into account the limitations imposed by the Internal Revenue Code. Subject to the limitations contained in the Internal Revenue Code, benefits under the supplemental retirement plan commence on the same date an eligible employee is entitled to begin receiving benefits under the defined benefit pension plan.

Non-Qualified Deferred Compensation

The following table shows information relating to the activity in the deferred compensation plan accounts for the executive officers named in this proxy statement during 2006:

Name	Executive Contributions in Last Fiscal Year ($)	Registrant Contributions in Last Fiscal Year ($)(1)	Aggregate Earnings in Last Fiscal Year ($)	Aggregate Withdrawals/ Distributions ($)	Aggregate Balance at Last Fiscal Year End ($)
Steven F. Leer	$ 1,541,859	$ 31,895	$ (1,811,553)	$	$ 8,368,209
Robert J. Messey	656,794	6,294	(299,771)		1,034,959
C. Henry Besten, Jr.	80,294	4,494	(12,406)		1,013,167
John W. Eaves	615,281	13,520	(337,861)		2,280,438
Robert G. Jones	222,401	8,633	(148,963)		941,292

(1) Amounts shown represent credits we made under our deferred compensation plan to the named executive officer s account that are intended to provide the named executive officer with the full company matching contributions to which they would otherwise be entitled under our defined contribution plan but for certain

limitations contained in the Internal Revenue Code. We have included these amounts in the column entitled All Other Compensation contained in the Summary Compensation Table on page 27.

We maintain a deferred compensation plan that allows an eligible employee to defer receipt of his or her base salary and/or annual incentive payment until the date or dates elected by the participant. The amounts deferred are invested in cash accounts that mirror the gains and/or losses of a number of different investment funds, including a hypothetical investment in shares of our common stock. The deferred compensation plan offers participants a wide-range of publicly-available investment funds, including international, U.S. equity, bond and money market funds. These investment funds are substantively similar to the investment alternatives offered to participants of our defined contribution plan. The plan does not offer any above-market rates of return to our executive officers.

Participants in the plan may defer up to 85% of their base salaries and up to 100% of their annual incentive awards. The plan also allows participants to defer receipt of up to 100% of the shares issuable under any restricted stock units or performance-contingent phantom stock awards granted to executive officers under our long-term incentive program. Participants are always vested in their deferrals to the plan and any related earnings. We have established a grantor trust to fund our obligations under the deferred compensation plan. The trust has purchased corporate-owned life insurance to offset these obligations. Participants have an unsecured contractual commitment by us to pay the amounts due under the deferred compensation plan.

Under the plan, we credit each participant s account with the number of units equal to the number of shares or units that the participant could purchase or receive with the amount of compensation deferred under the plan on the date we credit the participant s account, based upon the fair market value of the underlying investment on that date. We will pay the amount of compensation deferred under the plan to the participant (or to his or her designated beneficiary in the event of death) in annual installments or in a lump sum, at the participant s election, following the participant s termination of employment or on the date or dates specified by the participant in his or her payment election. The amount we pay will be based on the number of units credited to each participant s account, valued on the basis of the fair market value of an equivalent number of shares or units of the underlying investment on the date payment occurs. We may also pay a participant the amount of compensation deferred under the plan prior to the date the participant initially elected to receive payment if we determine that the employee has a demonstrated financial hardship.

Potential Payments Upon Termination of Employment or Change-in-Control

We maintain certain agreements or arrangements with each of the executive officers named in this proxy statement that provide for the payment or acceleration of certain benefits in the event that such executive s employment is terminated without cause or following a change-in-control. In addition to the benefits described below, the executive officers named in this proxy statement would also be entitled to receive certain benefits under our defined benefit pension plan, supplemental retirement plan and deferred compensation plan. You should see the section entitled Pension Benefits beginning on page 33 of this proxy statement for more information on the benefits accumulated under our defined benefit pension plan and our supplemental retirement plan that are attributable to each of the executive officers named in this proxy statement and the section entitled Non-Qualified Deferred Compensation beginning on page 34

35

of this proxy statement for more information on the aggregate balance maintained under our deferred compensation plan by each of the executive officers named in this proxy statement.

Potential Payments Upon Termination of Employment

We maintain employment agreements with each of our executive officers, including the executive officers named in this proxy statement, and certain other key employees. Each of the employment agreements has a term of one year that is automatically extended for successive one-year periods unless either party terminates the agreement upon at least one year notice prior to the end of any one-year term. Under the employment agreements and certain other arrangements we have with the executive officers named in this proxy statement, we may be required to provide compensation in the event of a termination of employment or a change in control of the company. As a condition to each executive s entitlement to receive payments under the employment agreements, the executive is required to execute a waiver of claims against us and to abide by certain non-disclosure, non-competition and non-solicitation requirements. These restrictions prohibit executives from engaging in any business that competes with any of our business operations for a period of six months following the date of termination and from soliciting for employment, hiring or retaining any of our employees for a period of one year following the date of termination.

Voluntary termination and termination for cause Each of the executive officers named in this proxy statement may terminate his or her employment at any time. In addition, we may terminate the employment of the executive officers named in this proxy statement for cause at any time. Under the terms of the employment agreements with the executive officers named in this proxy statement, a termination is for cause if it is for any of the following reasons:

- a willful and continual failure to perform his or her duties;
- gross misconduct that is materially and demonstrably detrimental to us; or
- the commission of a felony.

If we terminate an executive s employment for cause or if an executive terminates his or her employment for any reason prior to a change of control or for other than good reason following a change of control, then we will pay the executive an amount equal to the executive s accrued and unpaid base salary and unused vacation time. If we terminate an executive s employment for cause or if the executive terminates his or her employment for any reason without our consent, then all of the unexpired, unvested restricted stock, restricted stock units, performance units, stock options, performance-contingent phantom stock or other awards granted to the executive under our stock incentive plan that remain outstanding on the date of termination shall automatically be forfeited. If we terminated each of the executive officers named in this proxy statement for cause or if each of the executive officers named in this proxy statement terminated his employment on December 31, 2006, then the executive officers would not have been entitled to receive any amounts from us.

Termination without cause prior to a change of control Each of the executive officers named in this proxy statement may be entitled to certain benefits if we terminate the executive s employment for reasons other than cause. If we terminate an executive officer without cause prior to a change of control, then under the terms of the employment agreement we will pay the executive officer a lump sum cash amount equal to the following:

one times (two times for Mr. Leer) the executive officer s annual base salary;

12 times (18 times for Mr. Leer) the effective monthly COBRA rate;

12 times (24 times for Mr. Leer) the applicable monthly life insurance premium rate;

a pro-rata portion of any amounts to which the executive officer would be entitled under our annual cash incentive awards or our long-term cash and equity-based incentive awards;

one times the higher of the executive officer s annual cash incentive award for the most recent year or the average annual cash incentive award for the three preceding years;

the matching contribution under our defined contribution plan and executive deferred compensation plan and the annual cash balance credit amounts under our defined benefit plans as if the executive officer continued to participate in those plans for a period of 12 months (24 months for Mr. Leer) and the amount of any related income taxes; and

the value of any unused vacation time.

In addition, if we terminate an executive officer for reasons other than for cause prior to a change of control, all unexpired stock options held by the executive officer on the date of termination will immediately vest and become exercisable by the executive officer in accordance with the terms of our stock incentive plan and related stock option award agreements. Also, we have agreed to reimburse the executive officers named in this proxy statement for the cost of financial counseling services (up to a maximum of $5,000) for a period of 12 months (24 months for Mr. Leer), the cost of reasonable outplacement services for a period of 12 months (24 months for Mr. Leer) and the amount of any excise taxes imposed on the executive under the Internal Revenue Code.

Table of Contents

The following table shows the amounts each of the executive officers named in this proxy statement would receive if we terminated his employment for reasons other than for cause prior to a change of control on December 31, 2006:

	Steven F. Leer	**Robert J. Messey**	**C. Henry Besten, Jr.**	**John W. Eaves**	**Robert G. Jones**
Cash payments:					
Cash severance	$ 2,062,500	$ 502,500	$ 403,933	$ 720,000	$ 456,733
Healthcare coverage	21,623	9,327	9,327	14,415	14,415
Life insurance premiums	7,380	1,648	1,304	2,214	1,476
Incentive awards(1)	1,939,167	787,500	805,665	1,103,333	927,703
Retirement benefits	1,063,779	152,838	216,701	268,233	142,424
Financial counseling and outplacement services	30,000	20,000	20,000	20,000	20,000
Accrued salary and accrued vacation					
Excise tax and gross up(2)					
Acceleration of equity awards:					
Restricted stock units					
Performance-contingent phantom stock					
Total	$ 5,124,449	$ 1,473,813	$ 1,456,930	$ 2,128,195	$ 1,562,751

(1) For purposes of estimating the amounts payable by us under our annual cash incentive awards or our long-term cash and equity-based incentive awards, we have assumed that we achieved target levels of performance under those awards.

(2) We have assumed that the effective federal income tax rate is 35% and that the effective state income tax rate is 6%.

Termination in connection with a change of control Each of the executive officers named in this proxy statement may be entitled to certain benefits if we terminate the executive s employment for reasons other than cause following a change of control or if the executive terminates his or her employment for good reason during the two years following a change of control. Under the terms of the employment agreements with the executive officers named in this proxy statement, a termination is for good reason if it is for any of the following reasons:

a material diminution in position, title, duties, responsibilities or authority;

a reduction in base salary or a failure to increase base salary by a percentage that is similar to the average percentage increase in base salary for other officers;

(i) the discontinuation of an incentive, retirement, stock ownership or health and welfare plan, (ii) the adoption of changes to those plans that would adversely affect participation or materially reduce benefits or (iii) the reduction of incentive compensation levels;

the relocation of our executive offices outside the St. Louis metropolitan area or the failure to pay relocation expenses, including the amount of any loss on the sale of a personal residence;

a material breach of the employment agreement; or

a failure to require a successor to assume the employment agreement.

Under the terms of the employment agreements with the executive officers named in this proxy statement, a change of control means any of the following:

a consolidation, merger or similar transaction in which we do not survive or in which shares of our common stock are converted into cash, securities or other property, other than a merger in which the holders of our common stock immediately prior to the merger maintain substantially the same proportionate ownership of the common stock of the surviving entity immediately after the merger;

the sale, lease, exchange or other transfer of all or substantially all of our assets;

the approval by our stockholders of a plan of liquidation or dissolution; or

the failure of our directors to constitute a majority of our board of directors at any time during any two consecutive years.

If we terminate an executive officer for reasons other than for cause following a change of control or if the executive terminates his or her employment for good reason during the two years following a change of control, then under the terms of the employment agreement we will pay the executive officer a lump sum cash amount equal to the following:

two times (three times for Mr. Leer) the executive officer s highest annual base salary during the preceding three years;

18 times the effective monthly COBRA rate;

24 times (36 times for Mr. Leer) the applicable monthly life insurance premium rate;

the full amount of any long-term cash awards and a pro-rata portion of any amounts to which the executive officer would be entitled under our annual cash incentive awards;

two times (three times for Mr. Leer) the higher of the executive officer s annual cash incentive award for the most recent year or the average annual cash incentive award for the three years preceding the date of termination;

the matching contribution under our defined contribution plan and nonqualified executive deferred compensation plan and the annual credit amounts under our defined benefit plans as if the executive officer continued to participate in those plans for a period of 24 months (36 months for Mr. Leer) and the amount of any related income taxes; and

the value of any unused vacation time.

In addition to the foregoing, if we terminate an executive officer for reasons other than for cause following a change of control, all unexpired stock options held by the executive officer on the date of

39

termination will immediately vest and become exercisable by the executive officer in accordance with the terms of our stock incentive plan and related equity award agreements. Also, we have agreed to reimburse the executive officers named in this proxy statement for the cost of financial counseling services (up to a maximum of $5,000) for a period of 24 months (36 months for Mr. Leer), the cost of reasonable outplacement services for a period of 24 months (36 months for Mr. Leer) and the amount of any excise taxes imposed on the executive under the Internal Revenue Code.

The following table shows the amounts each of the executive officers named in this proxy statement would receive if we terminated their employment on December 31, 2006 for reasons other than for cause following a change of control or if each of the executive officers named in this proxy statement terminated his or her employment on December 31, 2006 for good reason following a change of control:

	Steven F. Leer	Robert J. Messey	C. Henry Besten, Jr.	John W. Eaves	Robert G. Jones
Cash payments:					
Cash severance	$ 3,937,500	$ 1,005,000	$ 807,867	$ 1,440,000	$ 913,467
Healthcare coverage	21,623	13,991	13,991	21,623	21,623
Life insurance premiums	11,070	6,593	5,215	8,856	5,904
Incentive awards(1)	4,792,500	2,057,500	2,171,990	2,820,000	2,496,440
Retirement benefits	1,561,532	280,752	410,234	496,589	265,466
Financial counseling and outplacement services	30,000	20,000	20,000	20,000	20,000
Accrued salary and accrued vacation					
Excise tax and gross up(2)	1,515,469			296,168	548,351
Acceleration of equity awards:					
Restricted stock units					
Performance-contingent phantom stock					
Total	$ 11,869,694	$ 3,383,836	$ 3,429,297	$ 5,103,236	$ 4,271,251

(1) For purposes of estimating the amounts payable by us under our annual cash incentive awards or our long-term cash and equity-based incentive awards (other than performance units), we have assumed that we achieved target levels of performance under those awards. For purposes of estimate the amounts payable by us under the performance units, we have assumed that we achieved maximum levels of performance under those awards. Payouts under the performance units would be triggered upon a change of control and, accordingly, have also been included in the table below under the heading Potential Payments Upon Change-in-Control.

(2) We have assumed that the effective federal income tax rate is 35% and that the effective state income tax rate is 6%.

Retirement, death and disability In the event an executive s employment is terminated as a result of his or her retirement, death or disability, then we will pay the executive an amount equal to the executive s accrued and unpaid base salary, unused vacation time and all other amounts, including payouts under our annual cash incentive awards, that the executive has earned but which have not yet been paid. If an executive s employment is terminated as a result of his or her retirement, death or disability, then all of the

Table of Contents

unexpired, unvested stock options will immediately become exercisable and will remain exercisable for a period of one year from the date of termination and any restricted stock, restricted stock units, performance units, stock options, performance-contingent phantom stock or other awards granted to the executive under our stock incentive plan that remain outstanding on the date of termination, other than the restricted stock units awarded to our executive officers in 2004 and the restricted stock awarded to Mr. Eaves in 2002, will immediately be forfeited.

The following table shows the amounts each of the executive officers named in this proxy statement would receive if the employment of the executive officer terminated on December 31, 2006 as a result of his retirement, death or disability:

	Steven F. Leer	**Robert J. Messey**	**C. Henry Besten, Jr.**	**John W. Eaves**	**Robert G. Jones**
Cash payments:					
Cash severance	$	$	$	$	$
Healthcare coverage					
Life insurance premiums					
Incentive awards(1)	562,500	167,500	132,500	270,000	150,000
Retirement benefits					
Financial counseling and outplacement services					
Accrued salary and accrued vacation					
Excise tax and gross up					
Acceleration of equity awards:					
Restricted stock units(2)	714,354	335,195	82,222	3,442,579	95,435
Performance-contingent phantom stock					
Total	$ 1,276,854	$ 502,695	$ 214,722	$ 3,712,579	$ 245,435

(1) For purposes of estimating the amounts payable by us under our annual cash incentive awards, we have assumed that we achieved target levels of performance under those awards.

(2) For purposes of estimating the amounts payable under our restricted stock unit award agreements, we have calculated the value of accelerated vesting of restricted stock units by multiplying the number of shares underlying unvested restricted stock units outstanding at December 31, 2006 by the closing price of our common stock on December 29, 2006.

Potential Payments Upon Change-in-Control.

Under the terms of our stock incentive plan and the agreements governing the various awards outstanding at December 31, 2006, the executive officers named in this proxy statement would be entitled to certain benefits in the event a change in control occurs. Under the terms of our stock incentive plan, all outstanding stock options will become fully exercisable and will remain exercisable for the original term of the options, all outstanding restricted stock and restricted stock units will become fully vested and be

Table of Contents

distributed to the executive and all of the performance units and performance-contingent phantom stock will be paid out in the event a change of control occurs.

Under the terms of the stock incentive plan, a change in control means any change in control that would be required to be reported as such with the Securities and Exchange Commission, including without limitation any of the following:

a consolidation or merger in which we do not survive or in which shares of our common stock are converted to cash, securities or other property, other than a merger in which the holders of our common stock immediately prior to the merger maintain more than 50% of the ownership of common stock of the surviving corporation immediately after the merger;

the sale, lease, exchange or other transfer of all or substantially all of our assets;

the adoption by our board of directors of a plan of liquidation or dissolution; or

the acquisition by any person of more than 20% of our outstanding common stock.

The following table shows the amounts each of the executive officers named in this proxy statement would receive if we had undergone a change of control on December 31, 2006.

	Steven F. Leer	Robert J. Messey	C. Henry Besten, Jr.	John W. Eaves	Robert G. Jones
Cash payments:					
Cash severance	$	$	$	$	$
Healthcare coverage					
Life insurance premiums					
Incentive awards	4,230,000	1,890,000	2,039,490	2,550,000	2,346,440
Retirement benefits					
Financial counseling and outplacement services					
Accrued salary and accrued vacation					
Excise tax and gross up(1)	1,288,664			842,020	308,494
Acceleration of equity awards:					
Restricted stock units(2)	1,322,221	607,207	302,162	805,465	349,129
Performance-contingent phantom stock(2)	5,387,382	2,300,298	564,564	3,201,198	654,654
Total	$ 12,228,267	$ 4,797,505	$ 2,906,216	$ 7,398,683	$ 3,658,717

(1) For purposes of estimating the amounts of excise tax that would have been imposed under Section 4999 of the Internal Revenue Code, we have calculated the value attributable to the acceleration of unvested restricted stock units held by the executive officers named in this proxy statement on December 31, 2006 in accordance with Section 280G of the Internal Revenue Code using an assumed annual discount rate of 5.9%.

(2)

For purposes of estimating the amounts payable under the stock incentive plan in the event of a change of control, we have calculated the value of accelerated vesting of (i) restricted stock units by multiplying the number of shares underlying unvested restricted stock units outstanding at December 31, 2006 by the closing price of our common stock on December 29, 2006 and (ii) performance-contingent phantom stock by multiplying the maximum number of shares issuable under the awards outstanding at December 31, 2006 by the closing price of our common stock on December 29, 2006.

ADDITIONAL INFORMATION

Independent Registered Public Accounting Firm

Ernst & Young LLP was our independent registered public accounting firm for 2006. The Audit Committee of the board of directors has engaged Ernst & Young LLP as independent registered public accounting firm for 2007. Representatives of Ernst & Young LLP will attend the annual meeting and will have the opportunity to make a statement if they desire to do so.

During 2006 and 2005, Ernst & Young LLP charged fees for services rendered to us as follows:

	Fee	
Service	**2006**	**2005**
Audit(1)	$ 1,327,535	$ 1,292,500
Audit-related(2)	461,150	711,650
Tax		
All Other		

(1) Audit services performed by Ernst & Young LLP in 2006 and 2005 included the annual financial statement audit (including required quarterly reviews) and other procedures performed by Ernst & Young LLP to form an opinion on our consolidated financial statements.

(2) All other services performed by Ernst & Young include, for 2006, an audit of the properties we sold to Magnum Coal Company in December 2005 and, for 2005, procedures performed in anticipation of the Magnum transaction, including consultation related to FAS 106 and related accounting issues.

The Audit Committee has adopted an audit and non-audit services pre-approval policy that requires the committee, or the chairman of the committee, to pre-approve services to be provided by our independent registered public accounting firm. The Audit Committee will consider whether the services to be provided by the independent registered public accounting firm are prohibited by the Securities and Exchange Commission s rules on auditor independence and whether the independent registered public accounting firm is best positioned to provide the most effective and efficient service. The Audit Committee is mindful of the relationship between fees for audit and non-audit services in deciding whether to pre-approve such services. The Audit Committee has delegated to the chair of the committee pre-approval authority between committee meetings and the chair must report any pre-approval decisions to the committee at the next regularly scheduled committee meeting.

Information About Stockholder Proposals

If you wish to submit proposals for possible inclusion in our 2008 proxy materials, we must receive them at our principal executive offices no later than the close of business on November 20, 2007. Proposals should be addressed to Robert G. Jones, Vice President Law, General Counsel and Secretary, Arch Coal, Inc., One CityPlace Drive, Suite 300, St. Louis, Missouri 63141.

If you wish to nominate directors and/or propose proper business from the floor for consideration at the 2008 annual meeting of stockholders, our bylaws provide that:

You must notify our Secretary in writing;

Your notice must have been received at our headquarters not earlier than January 27, 2008 and not later than February 16, 2008; and

Your notice must contain the specific information required in our bylaws.

We will send copies of these requirements to any stockholder who writes to us requesting this information. Please note that these three requirements apply only to matters that you wish to bring before your fellow stockholders at the 2008 annual meeting of stockholders without submitting them for possible inclusion in our 2008 proxy materials.

Solicitation of Proxies

We are paying the cost of preparing, printing, and mailing these proxy materials, as well as the cost of any required solicitation. Some of our directors, officers and employees may participate in the solicitation on our behalf, without additional compensation, by telephone, e-mail or other electronic means or in person. In addition, we will reimburse banks, brokerage firms, and others for their reasonable expenses in forwarding proxy materials to beneficial owners and obtaining their instructions.

Electronic Access to Proxy Statement and Annual Report

This proxy statement and our 2006 annual report may be viewed online under SEC Filings in the Investors section of our website at archcoal.com. Information on our website does not constitute part of this proxy statement. If you are a stockholder of record and are interested in receiving future proxy statements and annual reports electronically, you should contact our transfer agent, American Stock Transfer & Trust Company, by accessing your account at amstock.com and selecting Shareholder Account Access. If you hold shares of our common stock through a bank, broker or other nominee, please refer to the instructions provided by that entity for instructions on how to elect this option.

Table of Contents

Directions to the Annual Meeting

From Downtown St. Louis: Take Highway 40 West approximately 14 miles to Interstate 270 North (Exit #25). Continue approximately two miles on Interstate 270 North to Olive Boulevard (Exit #14). Take Olive Boulevard East one mile to CityPlace Drive. Turn North on CityPlace Drive and continue to our headquarters at CityPlace One.

From Lambert International Airport: Take Highway 70 West approximately three miles to Interstate 270 South (Exit #232). Continue approximately six miles on Interstate 270 South to Olive Boulevard (Exit #14). Take Olive Boulevard East one mile to CityPlace Drive. Turn North on CityPlace Drive and continue to our headquarters at CityPlace One.

Robert G. Jones
Vice President Law, General Counsel and Secretary

March 19, 2007

45

Table of Contents

ANNUAL MEETING OF STOCKHOLDERS OF
ARCH COAL, INC.
April 26, 2007
Please date, sign and mail
your proxy card in the
envelope provided as soon as possible.

â Please detach along perforated line and mail in the envelope provided. â

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE ELECTION OF DIRECTORS.
PLEASE SIGN, DATE AND RETURN PROMPTLY IN THE
ENCLOSED ENVELOPE. PLEASE MARK YOUR VOTE IN BLUE OR BLACK INK AS SHOWN HERE:
ý

1. Election of directors	NOMINEES:
	¡ Brian J. Jennings
o FOR ALL NOMINEES	¡ Steven F. Leer
	¡ Robert G. Potter
o WITHHOLD AUTHORITY FOR ALL NOMINEES	¡ Theodore D. Sands
o FOR ALL EXCEPT (see instructions below)	

This proxy, when properly executed, will be voted in the manner directed herein. If no direction is made, this proxy will be voted FOR each nominee. The board of directors recommends a vote FOR each nominee.

INSTRUCTION: To withhold authority to vote for any individual nominee(s), mark FOR ALL EXCEPT and fill in the circle next to each nominee you wish to withhold, as shown here: =

YOUR VOTE IS IMPORTANT. PLEASE VOTE IMMEDIATELY.

Please check here if you plan to attend the meeting: o

To change the address on your account, please check the box at right and indicate your new address in the address space above. Please note that changes to the registered name(s) on the account may not be submitted via this method. o

Signature of Stockholder:	Date:	Signature of Stockholder:	Date:

Note: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, each holder should sign. When signing as executor, administrator, attorney, trustee or guardian, please give full title as such. If the signor is a corporation, please sign full corporate name by duly authorized officer, giving full title as such. If signer is a partnership, please sign in partnership name by authorized person.

Table of Contents

Arch Coal, Inc.
One CityPlace Drive
St. Louis, Missouri 63141

March 19, 2007

Dear fellow stockholder:

The annual meeting of stockholders of Arch Coal, Inc. will be held on April 26, 2007, at 10:00 a.m., St. Louis time, in the lower level auditorium located at One CityPlace Drive, St. Louis, Missouri 63141.

It is important that your shares be represented at this meeting. Whether or not you plan to attend the meeting, please review the enclosed proxy materials, complete the attached proxy form below, and return it promptly in the envelope provided or vote electronically or by telephone as instructed on the reverse side hereof.

ARCH COAL, INC.

This proxy is solicited on behalf of the Board of Directors of Arch Coal, Inc.
for the annual meeting of stockholders to be held on April 26, 2007

The undersigned hereby appoints STEVEN F. LEER and ROBERT G. JONES, and each of them, with power of substitution, as the proxy of the undersigned to represent the undersigned and to vote all shares of common stock which the undersigned would be entitled to vote, if personally present at the annual meeting of stockholders of Arch Coal, Inc. to be held at its headquarters at CityPlace One, One CityPlace Drive, St. Louis, Missouri 63141, at 10:00 a.m., St. Louis time, on Thursday, April 26, 2007, in the lower level auditorium, and at any adjournments thereof, with all powers the undersigned would possess if present at such meeting on the matters set forth on the reverse side hereof and all other matters properly coming before the meeting.

If the undersigned is a participant in the Arch Coal, Inc. Employee Thrift Plan (including pursuant to the Mingo Logan Savings Plan), and this proxy card is received on or before April 16, 2007, then this card also provides voting instructions to the trustee of such plan to vote at the annual meeting, and any adjournments thereof, all shares of Arch Coal common stock held in the undersigned s plan account as specified upon the matters set forth on the reverse side hereof and all other matters properly coming before the meeting. If the undersigned is a participant in one of these plans and does not instruct the trustee by April 16, 2007, then the trustee will vote the undersigned s plan account shares in proportion to the votes of the other participants in that plan. In addition, the trustee will vote unallocated shares in the plan in direct proportion to voting by allocating shares for which instructions have been received.

PLEASE SEE REVERSE SIDE FOR INFORMATION ON VOTING YOUR PROXY BY TELEPHONE OR INTERNET.

The Proxies cannot vote your shares unless you vote.

YOUR VOTE IS IMPORTANT. THANK YOU FOR VOTING YOUR SHARES.

Table of Contents

ANNUAL MEETING OF STOCKHOLDERS OF
ARCH COAL, INC.
April 26, 2007

PROXY VOTING INSTRUCTIONS

MAIL Date, sign and mail your proxy card in the envelope provided as soon as possible.

- or -

TELEPHONE Call toll-free **1-800-PROXIES** (1-800-776-9437) from any touch-tone telephone and follow the instructions. Have your proxy card available when you call.

- OR -

INTERNET Access **www.voteproxy.com** and follow the on-screen instructions. Have your proxy card available when you access the web page.

COMPANY NUMBER
ACCOUNT NUMBER

You may enter your voting instructions at 1-800-PROXIES or **www.voteproxy.com** up until 11:59 p.m., Eastern time the day before the meeting date.

â Please detach along perforated line and mail in the envelope provided IF you are not voting via telephone or the internet. â

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE ELECTION OF DIRECTORS. PLEASE SIGN, DATE AND RETURN PROMPTLY IN THE ENCLOSED ENVELOPE. PLEASE MARK YOUR VOTE IN BLUE OR BLACK INK AS SHOWN HERE: ý

1. Election of directors:	NOMINEES:
	¡ Brian J. Jennings
o FOR ALL NOMINEES	¡ Steven F. Leer
o WITHHOLD AUTHORITY FOR ALL NOMINEES	¡ Robert G. Potter
	¡ Theodore D.

Sands

o FOR ALL EXCEPT
(see instructions below)

This proxy, when properly executed, will be voted in the manner directed herein. If no direction is made, this proxy will be voted FOR each nominee. The board of directors recommends a vote FOR each nominee.

INSTRUCTION: To withhold authority to vote for any individual nominee(s), mark FOR ALL EXCEPT and fill in the circle next to each nominee you wish to withhold, as shown here: =

Arch Coal, Inc. encourages you to take advantage of the convenient ways by which you can vote your shares. You can vote your shares electronically through the Internet or by telephone. This eliminates the need to return the proxy card.

YOUR VOTE IS IMPORTANT. PLEASE VOTE IMMEDIATELY.

If you vote over the Internet or by telephone, please do not mail your card.

Please check here if you plan to attend the meeting: o

To change the address on your account, please check the box at right and indicate your new address in the address space above. Please note that changes to the registered name(s) on the account may not be submitted via this method. o

Signature of Stockholder: Date: Signature of Stockholder: Date:

Note: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, each holder should sign. When signing as executor, administrator, attorney, trustee or guardian, please give full title as such. If the signor is a corporation, please sign full corporate name by duly authorized officer, giving full title as such. If signer is a partnership, please sign in partnership name by authorized person.