REDACTED
SCANNED

WATERBORNE TRANSPORTATION
DOCKET #031057
RESPONSES TO OPC'S 1ST SET OF REQUESTS OF PODS

DOCUMENT NUMBER-DATE
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Elec Dtr

Quaker Coal Sales Company

• *Pioneering the Age of Energy* •

Dan Hendrickson

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (540) 676-3565
FAX (540) 676-0767

Pod #1
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Confidential

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February 1, 2001

Mr. Dennis Edwards
Vice President – Coal Procurement
Electric Fuels Corporation
One Progress Plaza
P.O. Box 15208
St. Petersburg, FL 33733

Dear Dennis:

I am pleased to return a signed copy of the November 3, 2000 "window" coal agreement for your records.

I realize it wasn't easy, but thank you for working with us on this business.

Best regards,

Dan

Dan Hendrickson

GDH:bs
Enclosure

cc: Ethan Fogel
Jeffrey Daman
Greg Schaaf

AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

BETWEEN

ELECTRIC FUELS CORPORATION

AND

QUAKER COAL COMPANY, INC.

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AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 3rd day of November, 2000, between ELECTRIC FUELS CORPORATION, a Florida corporation, 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida, 33701 (hereinafter "PURCHASER") and QUAKER COAL COMPANY, INC., a KENTUCKY corporation (hereinafter "SELLER"),

WHEREAS, PURCHASER does supply coal to Florida Power Corporation, a Florida corporation (hereinafter "FPC"), under a long-term purchase and sale agreement for use as fuel at FPC's Crystal River Units No. 1 and No. 2 near Red Level, Citrus County, Florida (hereinafter "FPC's generating units"); and

WHEREAS, PURCHASER desires to purchase and SELLER desires to mine and sell coal for use as fuel in FPC's generating units;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as herein stated and intending to be legally bound, PURCHASER and SELLER agree as follows:

1.01 Mutual Obligations. SELLER agrees to mine, sell and deliver to PURCHASER, and PURCHASER agrees to buy from SELLER, coal of the quality and in the quantities and on the terms and conditions set forth below.

1.02 Warranty and Dedication of SELLER'S Reserves. SELLER represents and warrants that SELLER owns, leases or controls mineral interests containing reserves in seams sufficient in quality and quantity to supply the coal covered by this Agreement (hereinafter the "Coal Property"). SELLER hereby expressly dedicates to PURCHASER sufficient reserves of coal meeting the quality specifications hereof and lying on or in the Coal Property so as to fulfill the quantity specifications hereof.

1.03 Quantity. During the initial term hereof, the quantity of coal to be delivered hereunder shall be 240,000 tons. The quantity under any renewal period shall be mutually agreed to by PURCHASER and SELLER by November 1, 2001.

1.04 Term. The initial term of this Agreement will commence on January 1, 2001, and will continue in effect for a period of twelve (12) months. PURCHASER shall have an option, exercisable by notice in writing prior to November 15, 2001, to renew this Agreement for an additional term of twelve (12) months.

1.05 Base Price. The base price per ton of coal, f.o.b. SELLER'S mine loading site, (hereinafter "base price") shall be ~~$25.00~~ [redacted] per ton, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto, during the initial term of this Agreement. Base Price during the optional additional term shall be negotiated by November 1, 2001.

1.06 Billing and Payment. SELLER shall invoice PURCHASER on the first and sixteenth day of each month for the coal delivered to PURCHASER during the preceding two weeks at the

base price as adjusted under Section 1.05 hereof. Each invoice shall be paid by PURCHASER within ten (10) days from receipt of the invoice. Adjustments under Appendix A shall be separately stated, and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

2.01 Weighing. The net weight of coal sold and delivered hereunder shall be determined by SELLER'S certified scales (if available) at origin for unit train shipments or by railroads which haul the coal at the usual railroad company weighing point for non-unit train shipments or by certified belt scales at the barge loading point or by barge survey if rail weights or certified scales are not available. However, for unit train shipments, if the origin scales are inoperable or are not certified, PURCHASER may order weighing by the carrying railroad over certified scales or may use the average of the net weights of the five (5) prior unit trains. Notwithstanding the above, at PURCHASER'S option, weight may be determined by certified scale or draft survey at loading or discharge point.

2.02 Delivery and Title. All coal to be supplied under this Agreement shall be from SELLER'S mines located in Pike County, Kentucky. Delivery shall commence on or about January 1, 2001, and shall be in approximately equal monthly installments. Delivery will be at PURCHASER'S option as provided in Section 2.03, in railcars f.o.b. and will be so scheduled as to permit loading in unit train lots in accordance with the terms of the applicable tariff or contract (as defined hereinafter). Title to the coal and risk of loss thereof shall transfer to PURCHASER at the time the trains are completely loaded and have been released by SELLER.

2.03 Shipment: Tariffs. It is presently contemplated that coal sold hereunder will be shipped by rail from SELLER'S unit train loading facilities at Damron Fork (#084917) to destinations specified by PURCHASER.

SELLER will provide, at its own expense, off-mainline rail trackage sufficient for efficient and dependable loading of unit trains at or near the mine or at another mutually acceptable location. SELLER will be prepared to operate such loading facilities twenty-four (24) hours per day, seven (7) days per week, if and as needed regardless of mine holidays or vacation periods. In the event rail shipment is to be used directly to FPC's plants, SELLER will be prepared to load unit trains comprised of approximately ninety (90) one hundred (100) ton PURCHASER-supplied coal hopper cars within four (4) hours of their arrival (minimum weight 9,600 tons per 90-car unit train) at such loading facilities or in accordance with the applicable tariff or contract for shipments hereunder. Failure to load PURCHASER'S trains to the 9,600 ton minimum level will result in penalties as described in Section 2.05. In the event PURCHASER elects to ship coal hereunder through one of the inland river docks, SELLER will be prepared to load unit trains comprised of no less than seventy-five (75) one hundred (100) ton cars (minimum weight 7,500 tons per unit train) within the time span allowed by the applicable tariff or contract.

Shipment of coal under this Agreement shall be made in accordance with the tariff or contract which PURCHASER shall ultimately negotiate with the railroad or other transportation companies for this origin (herein called the "applicable tariff"). If the applicable tariff or contract is amended, supplemented or replaced, subsequent shipments of coal shall be made by SELLER in accordance with the terms of the applicable tariff or contract as amended, supplemented or replaced.

2.04 Freight Charges. Subject to reimbursement provided by Sections 2.05 and 2.06, PURCHASER shall pay all freight and other charges imposed by the applicable tariff.

2.05 Excess Loading Costs Chargeable to SELLER. If SELLER fails to satisfy the loading requirements of the applicable tariff and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or the applicable tariff, SELLER shall pay PURCHASER or railroad any resulting car detention penalties, demurrage, crew charges or charges for cars not timely loaded to marked capacity which PURCHASER is required to pay under the applicable tariff. In addition, SELLER shall pay PURCHASER reasonable lost railcar utilization charges for failure to timely and fully load and/or time lost to unload overloaded railcars of PURCHASER. Examples of these charges are listed in Appendix B.

2.06 Excess Freight Costs Chargeable to SELLER. If SELLER fails to have available sufficient coal to satisfy the quality requirements of Section 3.01 on the regularly scheduled basis referred to in Section 2.02 and thereby fails to satisfy the tonnage requirements of the applicable tariff and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or the applicable tariff, SELLER shall pay PURCHASER any resulting freight charges which PURCHASER is required by such tariff to pay in excess of the amount of such charges that would have been payable with respect to the coal actually shipped had such tonnage requirements been met.

2.07 Payment of Excess Costs to PURCHASER. Any payments required by Sections 2.05 and 2.06 above shall be promptly paid on receipt by SELLER of a written statement from PURCHASER itemizing such charges and showing facts necessary to permit SELLER to verify such

charges. At either party's election, such charges may be credited against amounts then owed by PURCHASER to SELLER hereunder.

2.08 Freeze Proofing. When required by the river transfer terminal, a PURCHASER-approved freeze proofing material will be applied at the rate of two (2) pints per ton at a cost of fifty cents ($.50) per ton. Freeze proofing will not be required on direct rail shipments.

3.01 Coal Specifications. Coal delivered hereunder shall be crushed to two inches (2") by zero inches (0") in size with no intermediate sizes added or removed. It shall be prepared so as to be free of bone, slate, shale, fire clay, wood, metal, rock, loose clay and other impurities, as determined by PURCHASER, shall have a temperature below 131 degrees Fahrenheit, and shall have the following per shipment specifications analyzed on an "as-received" basis:

SPECIFICATION	REQUIREMENTS
Moisture (Total)	8.0% (maximum)
Ash	12.0% (maximum)
Sulfur (Total)	.9% (minimum) 1.2% (maximum)
Volatile	32.0% (minimum)
Ash Fusion - Softening (H-1/2W), Reducing	2500 (minimum)
Ash Fusion - Initial Deformation	2500 (minimum)
Grindability	43 (minimum)
Calorific Value	12,500 Btu/LB (guaranteed)
Fines (minus 1/4 inch)	35.0% (maximum)

3.02 Sampling and Analysis. For all coal delivered under this Agreement, PURCHASER shall appoint a mutually agreeable third party commercial laboratory to collect and analyze a

representative sample of each shipment. At PURCHASER'S discretion, sampling may be performed at loading, transloading, or unloading facility.

A. Standards. Current versions of the following ASTM standards or subsequent revisions thereof shall apply to equipment and methods used for sampling and analyzing coal under this Agreement, unless specifically stated and mutually agreed to otherwise:

D 4749	Test Method for Performing Sieve Analysis of Coal and Designating Coal Size (Replaces D 410)
D 1857	Test for Fusibility of Coal and Coke Ash
D 2013	Preparing Coal Samples for Analysis
D 2015	Test for Gross Calorific Value of Solid Fuel by the *Adiabatic* Bomb Calorimeter
D 2234	Collection of a Gross Sample of Coal
D 3172	Proximate Analysis of Coal and Coke
D 3173	Test for Moisture in the Analysis Sample of Coal and Coke
D 3174	Test of Ash in the Analysis Sample of Coal and Coke
D 4239	Test for Total Sulfur in the Analysis Sample of Coal and Coke Using High Temperature Tube Furnace Combustion Methods
D 3302	Test for Total Moisture in Coal
D 409	Test for Grindability of Coal
D 121	Terminology of Coal and Coke
D 3175	Test for Volatile Matter in the Analysis Sample of Coal and Coke
D 3176	Test Method for Ultimate Analysis of Coal and Coke
D 3178	Test for Carbon and Hydrogen in the Analysis Sample of Coal
D 3179	Test for Nitrogen in the Analysis Sample of Coal
D 2492	Test Method for Forms of Sulfur in Coal
D 3682	Test Method for Major and Minor Elements in Coal and Coke Ash by Atomic Absorption

D 4208	Test for Chlorine in Coal by Oxygen Bomb Combustion/Ion Selective Electrode
D 3761	Test for Fluorine in Coal by Oxygen Bomb Combustion/Ion Selective Electrode
D 4915	Practice for Manual Sampling of Coals From Tops of Railcars
D 3180	Practice for Calculating Coal and Coke Analyses from As Determined to Other Bases
D 5142	Test Method for Proximate Analysis of the Analysis Sample of Coal and Coke by Instrumental Procedures
D 4606	Test Method For Determination of Arsenic and Selenium in Coal by Hydride Generation/Atomic Absorption Method
D 5865	Test for Gross Calorific Value of Coal and Coke
D 6349	Major and Minor Elements by ICP
D 6357	Trace Elements by ICP and Graphite AA
D 6518	Bias Testing a Mechanical Coal Sampling System
D 3683	Test Method for Trace Elements in Coal and Coke Ash by Atomic Absorption
D 3684	Test for Mercury in Coal by Oxygen Bomb Combustion/Atomic Absorption

PURCHASER and SELLER shall agree as required on standard reference materials for use in performing analyses where applicable.

B. Sampling. Sampling of coal subject to this Agreement shall be performed with an automatic sampling system at the mine, loading point, transloading point, or at Crystal River's unloading facility in conformance with the specifications of ASTM Standards D 2234 and D 2013 except for deviations agreed to in writing by PURCHASER and SELLER. In case of failure of the automatic sampler, trainloads shall be hand-sampled per ASTM D 4915. PURCHASER has the right to perform or cause to be performed bias tests at any time during the period that this Agreement is in effect at PURCHASER'S cost.

Four sub-samples will be divided from each gross sample according to ASTM Standard 2013. All sub-samples shall be placed in suitable containers and distributed as follows:

Sub-sample one shall be for analyses as specified in Sections (c) and (d), and shall be called the Laboratory Sample.

Sub-sample two shall be maintained for a period of thirty days as referee samples as described in Section (e).

Sub-sample three shall be for SELLER'S disposition.

Sub-sample four shall be for PURCHASER'S disposition.

C. Air Drying. The laboratory sample shall be air-dried according to ASTM Standards D 2013 and D 3302 except that new minimum and maximum times may be employed by mutual agreement. An analysis sample shall be prepared from the air-dried sample for further analyses.

D. Analysis to be Made. The analyses to be made by a third party commercial laboratory, according to methods described in the applicable standards, are as follows:

Moisture, in weight percentage

Ash Content, in weight percentage

Calorific Value, in Btu's per pound

Sulfur, in weight percentage

Volatile Matter, in weight percentage

PURCHASER may also request analysis for HGI and Ash Fusion tests from time to time. Upon request, an additional sub-sample shall be maintained to allow SELLER to perform its own HGI analysis.

E. Acceptance of Results. The results of the sampling and analysis by SELLER shall be accepted as the quality and characteristics of the coal delivered hereunder in the trainloads represented by such samples, and the same shall be accepted as the monthly analysis for the trainloads delivered during such month; provided, however, that if either party should at any time question the correctness of the original analysis made on the laboratory sample, it shall have the right to have sub-sample two analyzed by a testing laboratory mutually selected by SELLER and PURCHASER. Said laboratory shall use methods approved by ASTM or other mutually-accepted procedures, and mutually-agreeable standard reference materials.

The analysis of sub-sample two as determined by the commercial testing laboratory shall be accepted as being representative for the lot of coal under consideration. The party

questioning the correctness of the original analysis shall pay the cost of such analyses, and the price of coal represented by such samples shall immediately be adjusted in accordance with the provisions of this Agreement, and any amounts due either PURCHASER or SELLER shall be paid in accordance with Section 5 hereof.

PURCHASER shall have the right to have a representative present at any and all times to observe said sampling and analysis and to take reasonable samples.

3.03 Quality Reports. Notice of the quality of coal delivered hereunder shall be given by telephone and telecopy to PURCHASER the day following the loading of coal at origin.

3.04 Coal Specifications Deficiencies. For purposes of this Agreement, a "shipment" shall mean the quantity actually received in any unit train load or, in the event barge transportation is utilized, each barge loaded. If the coal delivered hereunder in any single shipment fails to meet any of the specifications set out in Section 3.01 other than sulfur content, PURCHASER shall have each of the following options to be exercised in its sole discretion:

(1) PURCHASER may notify SELLER that PURCHASER will accept such coal subject to and in accordance with the provisions set forth in this Agreement including Appendix A; provided, however, that PURCHASER'S exercise of this option shall in no way constitute a waiver of PURCHASER'S right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

(2) PURCHASER will have the option to reject any shipment which exceeds any of the minimum/maximum specifications listed in 3.01, and PURCHASER may notify SELLER to suspend further deliveries of coal hereunder until SELLER demonstrates to PURCHASER'S satisfaction that it can deliver coal that will conform on a per shipment basis to the specifications set forth in Section 3.01; provided, however, that PURCHASER'S exercise of this option shall in no way constitute a waiver of PURCHASER'S right at any time thereafter to exercise any of the other options set forth

herein with respect to subsequent deliveries of coal hereunder. If SELLER fails to make the above demonstration within thirty (30) days after notice by PURCHASER, PURCHASER shall have the right to terminate or cancel this Agreement and, in addition, pursue every other remedy provided by law or equity.

3.05 Sulfur Content Warranty. SELLER warrants and represents that the average total sulfur content of each shipment shall not contain ~~less than 1.50 LB nor~~ more than 2.10 LB of sulfur dioxide per million Btu's heat input (the "calculated sulfur limit"). (Dan Henderson, 12/3/00)

In the event SELLER delivers to PURCHASER any shipment of coal with a total sulfur content in excess of the calculated sulfur limits set forth above, the following shall apply:

(1) If PURCHASER is able to use such coal by blending directly with other coal from the active stockpile so that the blended coal shall not ~~be less than 1.50 LB or~~ exceed 2.10 LB of sulfur dioxide per million Btu's, PURCHASER may accept such coal and the price of the coal delivered in such shipment shall be reduced from the invoice price PURCHASER would otherwise have been required to pay for such coal under this Agreement by the amount of PURCHASER'S cost of blending such coal determined by the following adjustment: (Dan Henderson, 12/3/00)

Sulfur Adjustment = 10 percent (I)

Where:

I - Invoice price which would apply excluding the sulfur adjustment.

Such adjusted price shall become the price for purposes of applying any adjustments provided in Appendix A.

(2) If PURCHASER rejects any shipment under 3.04 or is unable to use such coal under any circumstances because the burning of such coal will cause PURCHASER'S buyer's

(Ben Hendrickson 12/3/00)

generating unit or units to have emissions that exceed ~~the range of 1.50 LB to~~ 2.10 LB of sulfur dioxide per million Btu's of heat input, PURCHASER may reject such shipment without payment and SELLER shall be obligated to pay PURCHASER'S costs involved in transporting such coal from the point of SELLER'S delivery to the PURCHASER'S buyer's unit, the cost of disposing of such rejected shipment of coal and any other reasonable costs of disposition incurred, including PURCHASER'S railcar utilization costs and cost of transportation of such coal from PURCHASER'S buyer's unit to the point of disposition. If PURCHASER rejects a shipment from SELLER under the provisions of this paragraph, PURCHASER and SELLER shall meet promptly thereafter to see what reasonable steps may be taken on the part of both parties to allow this Agreement to continue. If PURCHASER and SELLER fail to reach agreement within thirty (30) days as to what steps can be taken to correct the situation, then PURCHASER shall have the right to terminate this agreement by giving notice of termination to SELLER and, in addition, pursue every other remedy provided by law or equity.

SELLER shall be permitted to have a representative present to observe tests conducted by PURCHASER'S buyer of burning in PURCHASER'S buyer's facilities and to observe sampling, analyses and tests conducted to determine the content of flue gases resulting from the burning of such coal. PURCHASER shall also make available to SELLER at reasonable times the results of such tests and analyses, as well as charts and other information resulting from the monitoring of stack gas emissions.

4.01 Force Majeure. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limita-

tion, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, judicial rule or order adopted, amended or newly interpreted subsequent to the date of this Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, processing or loading of coal by SELLER or the receiving, transporting and/or delivering by PURCHASER'S carrier thereof or the accepting, utilizing and/or unloading thereof by PURCHASER or PURCHASER'S intended buyer, FPC.

In the event performance of SELLER'S obligations hereunder or PURCHASER'S obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except at the sole discretion of the PURCHASER. In the event force majeure results in a partial reduction in the total quantity of coal SELLER is obligated to deliver hereunder, the quantity of coal SELLER shall be obligated to deliver to PURCHASER hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period


LETTER AGREEMENT
2003

Exec Dir

Progress Energy

January 16, 2003

Mr. Mike Moran
Director - Marketing
AEP Energy Services, Inc.
155 West Nationwide Boulevard, Suite 500
Post Office Box 16036
Columbus, Ohio 43216-0036

RE: UNIT TRAIN NO. F105 LOADED JANUARY 11, 2003

Dear Mr. Moran:

The following will summarize our recent conversations regarding the handling of Unit Train No. F105 loaded on January 11, 2003, under the current contract between Progress Fuels Corporation (PFC) and AEP Energy Services, Inc.'s Quaker Coal Sales Company (Quaker) dated December 31, 1998, as amended (1.2 LB SO_2 Contract).

- The entire train, loaded by Quaker, was questionable with respect to meeting the contractual maximum of 2.1 LB SO_2.

- At least twelve (12) cars of the 90-car unit train contained product that is in excess of the maximum 2.1 LB SO_2 specification, and substantially below the guaranteed minimum 12,500 Btu specification.

- This unit train will require special handling at our Crystal River facility; and therefore, the plant will incur additional cost.

To compensate PFC for the additional cost incurred, AEP Energy Services, Inc. agrees to provide PFC an equivalent value of [redacted] by the doing the following:

- In accordance with a mutually agreeable shipping schedule, Quaker will ship an additional two trains of 1.2 LB SO_2 coal (approximately 20,000 tons) on the 1.2 LB SO_2 Contract.

- The price to be charged will be [redacted] per ton, which is the 2003 price of the .90%-1.2% sulfur agreement between our companies dated November 3, 2000 (.90%-1.2% Sulfur Contract), as amended. The 2003 price on the 1.2 LB SO_2 Contract is [redacted] per ton.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

- PFC agrees to reduce the 2003 contract tonnage on the .90%-1.2% Sulfur Contract by two (2) unit trains and increase the 2003 contract tonnage on the 1.2 LB SO_2 Contract by two (2) unit trains.

- All other terms and conditions of both the 1.2 LB SO_2 Contract and the .90%-1.2% Sulfur Contract will remain as stated in the respective contracts.

Please indicate your agreement with the above by signing in the signature block provided below and return one original to me for our files.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

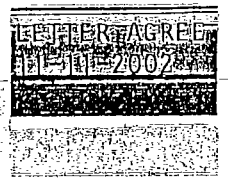
AWP/ro

cc: Mrs. Donna M. Davis
Mr. F. Michael Lelak
Mr. Roy F. Potter

Agreed to and accepted this the 28th day of January, 2003.

AEP Energy Services, Inc.

By: _____
Its: VICE PRESIDENT


LETTER AGREE
11-11-2002

AEP Energy Services, Inc.
155 West Nationwide Blvd., Suite 500
P O Box 16036
Columbus, OH 43216-0036

Edd Dre

AEP ENERGY SERVICES

November 11, 2002

Mr. Dennis G. Edwards
Electric Fuels Corporation
One Progress Plaza, BT10C
St. Petersburg, Florida 33701

Dear Dennis,

In accordance with Section 1.05, ***Base Price***, of the Second Amendment to the Agreement for the Sale and Purchase of Coal dated November 3, 2000; we hereby confirm that the base price for coal shipped during 2003 will be [redacted].

Quantities that carry over from 2002 into 2003 will be paid at the 2003 price.

If you are in agreement with the stated 2003 price above, please sign below and return one original copy to our offices.

Sincerely,

Michael F. Moran
Director –Marketing

Electric Fuels Corporation is in agreement with the 2003 coal price stated above:

11-22-02
Dennis G. Edwards
Vice President – Coal Procurement

The parties recognize that, during the continuance of this Agreement, legislative or regulatory bodies or the courts may adopt laws, regulations, policies and/or restrictions or a change in interpretation or enforcement which impact Seller's mining costs and which will make it impossible or economically impractical for Seller to continue delivery hereunder. If, as a result of the increased costs associated with the adoption of such laws, regulations, policies or restrictions, or change in interpretation or enforcement, Seller decides that it will be impossible or economically impracticable for Seller to continue delivery hereunder, Seller shall so notify Buyer and thereupon Seller and Buyer shall promptly consider whether corrective actions can be taken in the mining and preparation of the coal at the mine and/or in the handling and utilization of the coal at FPC's Generating Units; and if, in Seller's judgment, such actions will, without unreasonable expense to Seller, make it impossible and economically impractical for Seller to continue to deliver coal hereunder without violating any applicable law, regulation, policy or restriction, Seller shall have the right, upon six (6) month's prior notice to Buyer, to terminate this Agreement without further obligation hereunder on the part of either party; provided, however, that if the impracticality of Seller's continuing to deliver coal hereunder is only on economical grounds, Buyer may, at its option, prevent such termination by agreeing to reimburse Seller for such expense to the extent that Seller deems such expense to be unreasonable.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this Second Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

Teresa L. Bobay

ELECTRIC FUELS CORPORATION

By _____

Vice President—Coal Procurement

Date Executed July 27, 2001

WITNESS:

Sherlyn McGuire

QUAKER COAL COMPANY, INC.

By _____

Pres.

Date Executed July 1, 2001

but for this section multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict FPC from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in FPC's sole judgment, result in unreasonable expense to FPC, the obligations of the parties hereto shall be totally excused during the continuance of such force majeure.

4.02 Waiver. The failure of either party to insist on strict performance of any provisions of this Agreement or to take advantage of any right hereunder shall not be construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

4.03 Remedies Cumulative. Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided by law.

4.04 Cure of Default. Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default but in no event later than within thirty

(30) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

4.05 Attorney's Fees. In the event either party should default under the terms hereof or fail to perform any of the terms and conditions of this Agreement and a party employs an attorney to protect its interest and obtains a judgment in court or through arbitration in its favor, then the cost of such reasonable attorney's fee shall be and will form a portion of such judgment and shall be included in such judgment.

4.06 Indemnification. SELLER shall indemnify, defend and hold PURCHASER harmless from and against any liability, claim, demand or damage incurred by or asserted against PURCHASER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of SELLER. PURCHASER shall indemnify, defend and hold SELLER harmless from and against any liability, claim, demand or damage incurred by or asserted against SELLER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of PURCHASER. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party.

4.07 Notice of Problem. Whenever either party hereto encounters or discovers or reasonably anticipates any problem which could delay or prevent performance of this Agreement, such party shall immediately notify in writing the other party of all relevant circumstances and any remedial steps being taken.

5.01 Independent Contractor. The parties recognize and agree that SELLER is not an agent or employee of PURCHASER but is independent of any managerial or other control or direction by PURCHASER in its work hereunder and is free to perform, by such means and in such manner as SELLER may choose, all work in pursuance of commitments hereunder.

5.02 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns under Section 5.03 hereof. This Agreement shall not create any rights or remedies in any entity not a part hereto.

5.03 Assignments. Neither party may assign nor transfer this Agreement nor any rights nor obligations hereunder without the prior written consent of the other party hereto. In the event that there shall be a change of control of SELLER or any company which controls SELLER directly or indirectly (as the term control is defined in the Federal Securities Law), PURCHASER will have the right to terminate this Agreement.

5.04 Captions. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

5.05 Applicable Law and Venue. All questions relating to execution, construction, performance, termination or breach of this Agreement shall be resolved under the laws of the State of Florida without regard to the choice of law provisions thereof. In the event of any lawsuit filed hereunder, the parties hereto authorize venue in Pinellas County, Florida, and/or the federal court district encompassing said county.

5.06 Conflict of Interest Policy. PURCHASER has adopted a conflict of interest policy, applicable to all its full-time employees (hereafter "Employee"), and intended to ensure that all business activities of PURCHASER will be conducted in a manner so as to avoid any conflict of interest or appearance of a conflict.

SELLER agrees to conduct its activities in support of said conflict of interest policy, specifically as follows:

(a) SELLER shall promptly disclose to PURCHASER the existence of any material financial interest in SELLER held, at any time during the term of this Agreement, by any Employee or member of an Employee's immediate family. The holding of publicly traded securities in SELLER need not be disclosed unless the Employee is directly or indirectly involved in dealing with the SELLER.

(b) SELLER shall not accept on its own behalf the service or employment in any capacity (such as director, officer, employee, representative or consultant) of any Employee, unless such service or employment is specifically authorized by the President or Board of Directors of PURCHASER.

(c) SELLER shall not offer to any Employee or member of an Employee's immediate family any gifts of more than token value, special preference loans, lavish entertainment or other substantial favors.

Breach of this provision by SELLER shall constitute a material breach of this Agreement; and in the event thereof, PURCHASER shall have the right to terminate this Agreement and pursue any and all other remedies at law or equity.

5.07 Entire Agreement. This instrument contains the entire agreement between the parties and there are no representations, understandings or agreements, oral or written, which are

not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that PURCHASER or SELLER from time to time in the administration of this Agreement may issue and transmit each to the other documents designated as "Purchase Orders" and "Change Orders;" these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

5.08 Confidentiality. Each party hereto recognizes that this Agreement contains confidential commercial information, the public disclosure of all or any part of which could be damaging to the parties hereto. Accordingly, each party hereto agrees not to disclose any of the terms or provisions of this Agreement to any person or persons not a part hereto, except for affiliated corporations or unincorporated divisions of the parties hereto, without the prior consent in writing thereto of the other party hereto, which consent shall not be unreasonably withheld, except to the extent such party is legally compelled to make such disclosure pursuant to applicable law or to the extent such disclosure is reasonably necessary in connection with any regulatory, administrative or other legal proceeding in which such party, or any such affiliated corporation or unincorporated division, is involved. When disclosure is made within the terms of the above mentioned exceptions, such disclosure shall be made only to the extent reasonably necessary. It is further understood and agreed that whenever any such information is disclosed by any party hereto in accordance with the above mentioned exceptions, such party will advise each person to whom disclosure is made of the confidential nature of the information disclosed and, except for routine regulatory reporting by PURCHASER, provide written notice of such disclosure, in advance thereof, if possible, to the other party to this Agreement.

5.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

BY: _____
Vice President—Coal Procurement

Date Executed: 11-3-00

WITNESS:

QUAKER COAL COMPANY, INC.

BY: _____
President

Date Executed: 1/29/01

2nd AMENDMENT
SEP 12 2002

APPENDIX A

Adjustments for Calorific Value

Base price is based upon Subject Coal having weighted average calorific value of 12,500 Btu's per pound avoirdupois ("Pound"), "as received" at the point of weighing referred to in Section 2.01. The Base Price shall be subject to adjustment each month in accordance with the following provisions in order to compensate for variations in the calorific value of the Coal delivered during that month, with the result of such adjustment being taken into account in determining the price to be paid for the Coal received during that month:

1. The variation of any given month shall be ascertained by comparing the weighted average calorific value of the Coal delivered and accepted that month with the calorific value of 12,500 Btu's per Pound.

2. If the calorific value in any month is greater than or less than 12,500 Btu's per Pound, the adjustment to be made therefor shall be computed on the basis of the following formula:

   (Actual Btu's Per Pound - Guaranteed Btu's Per Pound) ÷ Guaranteed Btu's Per Pound X Base Price = Cents Per Ton (FOB Mine) (Premium if positive—penalty if negative.)

APPENDIX B

Railroad, Railcar and River Barge Demurrage/Detention Costs

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series, including supplements thereto and re-issues thereof.

2. Dead Freight: Actual railroad charges.

3. Crew Change: $1,635.00 per change, subject to periodic adjustment by the railroad.

B. EFC RAILCAR CHARGES:

1. Lost Utilization Charges: Sum of a. and b. below.

   a. Delay of Train = $30 per car per day of delay.

   b. Failure to Fully Load Cars = ((9,600 ÷ 90 x AC) - AW) x $2.50 = P$

      Where: AC = actual number railcars
      AW = actual weight of trains
      P$ = penalty in dollars

C. RIVER BARGE DEMURRAGE CHARGES:

One (1) day free time to load; currently $175/barge/day. This rate subject to change.

Quaker Coal Sales Company

• *Pioneering the Age of Energy* •

Dan Hendrickson

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (540) 676-3565
FAX (540) 676-0767

RECEIVED
AUG 8 2001

VIA OVERNIGHT MAIL

August 6, 2001

Mr. Dennis Edwards
Vice President, Coal Procurement
Electric Fuels Corporation
One Progress Plaza
St. Petersburg, FL 33701

Dear Dennis:

We are very pleased to return an executed Second Amendment to our November 3, 2000 window coal agreement.

Thanks so much for extending this piece of business with Quaker. It's a big help to our efforts to reorganize the company.

Best regards,

Dan

Dan Hendrickson

GDH:bs
Enclosure

SECOND AMENDMENT TO THE AGREEMENT FOR THE SALE AND PURCHASE OF COAL

THIS SECOND AMENDMENT (hereinafter "Second Amendment"), effective as of the first day of January 2002, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and QUAKER COAL COMPANY, INC., a Kentucky corporation (hereinafter "Seller"), to the Agreement for the Sale and Purchase of Coal dated November 3, 2000, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the Agreement, Purchaser and Seller agree as follows:

Sections 1.03, 1.04, and 1.05 are deleted in their entirety and in substitution thereof, the following is added:

1.03 Quantity. During the initial term hereof, the quantity of coal to be delivered hereunder shall be 240,000 tons. During the renewal period, the quantity of coal to be delivered hereunder shall be 480,000 tons per calendar year.

1.04 Term. The initial term of this Agreement will commence on January 1, 2001, and will continue in effect for a period of twelve (12) months. The renewal period will commence on January 1, 2002, and will continue in effect for a period of thirty-six (36) months.

1.05 Base Price. The Base Price per ton of coal, f.o.b. Seller's mine loading site, (hereinafter "Base Price") shall be [redacted] per ton, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto, during the initial term of this Agreement. The Base Price per ton of coal, f.o.b. Seller's mine loading site, shall be [redacted] per ton, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto, during the first year of the renewal period or calendar year 2002. The Base Price per ton of coal during the second year of the renewal period (calendar year 2003) shall be negotiated by November 1, 2002, but in no event be less than [redacted] or more than [redacted] per ton. The Base Price per ton of coal during the third year of the renewal period (calendar year 2004) shall be negotiated by November 1, 2003, but in no event be less than [redacted] or more than [redacted] per ton.

In addition to the above, a new section 4.08 is added as follows:

4.08 Governmental Impositions. The parties also recognize that, during the continuance of this Agreement, legislative or regulatory bodies or the courts may adopt laws, regulations, policies and/or restrictions or a change in interpretation or enforcement which impact Buyer's costs and which make it impossible or economically impracticable for Buyer to utilize in FPC's Generating Units this or like kind and quality coal which thereafter would be delivered hereunder. If, as a result of the increased costs associated with the adoption of such laws, regulations, policies or restrictions, or change in interpretation or enforcement, Buyer decides that it will be impossible or economically impracticable for Buyer to utilize in FPC's Generating Units coal which would be delivered hereunder, Buyer shall so notify Seller, and thereupon Buyer and Seller shall promptly consider whether corrective actions can be taken in the mining and preparation of the coal at the mine and/or in the handling and utilization of the coal at FPC's Generating Units; and if, in Buyer's judgment, such actions will, without unreasonable expense to Buyer, make it impossible and economically impractical for Buyer to so utilize coal which thereafter would be delivered hereunder without violating any applicable law, regulation, policy or restriction, Buyer shall have the right, upon six (6) month's prior notice to Seller, to terminate this Agreement without further obligation hereunder on the part of either party; provided, however, that, if the impracticality of Buyer's utilizing the coal is only on economical grounds, Seller may, at its option, prevent such termination by agreeing to reimburse Buyer for such expense to the extent that Buyer deems such expense to be unreasonable.



QUAKER COAL COMPANY #2588
AGREEMENTS
SALE & PURCHASE OF COAL (CR1&2) 2000

PANTHER, LLC
430 Harper Park Drive, Suite A
Beckley, WV 25801
Telephone: 304-255-7458
Fax: 304-255-4908

December 12, 2001

Mr. William D. Carter, Jr.
Kanawha River Terminals, Inc.
One Progress Plaza
St. Petersburg, Florida 33701

Mr. William D. Carter, Jr.
Electric Fuels Corporation
One Progress Plaza
St. Petersburg, Florida 33701

Re: Coal Purchase Agreement By and Between Kanawha River Terminals, Inc. ("KRT") and Enron North America as Agent for Panther Mining LLC dated as of January 1, 2001, (the "KRT Agreement") and the Coal Purchase Agreement by and between Electric Fuels Corporation ("EFC") and Panther Mining LLC dated as of June 2001 (the "EFC Agreement")

Dear Mr. Carter:

As you know, the Coal Marketing and Supply Agreement between Panther LLC and Enron North America has been terminated and Enron has been discharged as agent for Panther. We have directed you to make payments to Panther under the above-referenced Coal Purchase Agreements. Enron has acknowledged this and likewise directed payment to Panther. This should allow you to begin forwarding payments to Panther for coal at your earliest convenience.

You have, however, expressed a concern that neither EFC nor KRT be responsible for any dispute that might arise between Enron North America and Panther arising out of the past agency relationship. Panther agrees that it should not be your worry and is willing to indemnify EFC and KRT as provided herein.

As you know from reviewing the Coal Marketing Agreement, ENA's compensation under that Agreement was capped at no more than eighty-five cents a ton. This is all that Enron could ever claim from us arising out of these agreements.

Should Enron make any claim or demand against EFC or KRT arising out of the agency relationship that heretofore existed with Panther, Panther will defend, indemnify and hold harmless EFC and KRT, their respective shareholders, managers, directors, officers, employees, agents, affiliates, successors and assigns, from any and all claims or damages that may be suffered or incurred by them or any of them resulting from or arising out of payments to Panther under the KRT Agreement or the EFC Agreement.

If you accept this indemnity and agree to make all payments to Panther under the referenced contracts, please countersign this letter and return an executed copy to us.

Sincerely,

Timothy Elliott

Timothy Elliott

~~Electric Fuels Corporation~~

_____

By: _____

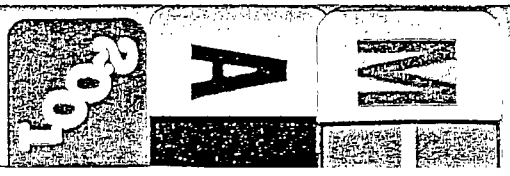
Its: _____

Kanawha River Terminals, Inc.

W. W. C.

By: Chief Op. Off.

Its: _____


A

Elec Dvc

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

October 31, 2001

Mr. John R. Parker
Senior Vice President
Massey Coal Sales Company, Inc.
Four North Fourth Street
Richmond, Virginia 23219

Dear Mr. Parker:

Enclosed are fully executed originals of the following documents:

1. Second Amendment to the Agreement for the Sale and Purchase of Coal dated June 1, 1999.
2. Coal Sales Agreement between Electric Fuels Corporation and Massey Coal Sales Company, Inc. (Elk Run).
3. Coal Sales Agreement between Electric Fuels Corporation and Massey Coal Sales Company, Inc. (Bandmill).

Thank you for all of your assistance in these matters. Electric Fuels Corporation looks forward to continuing the fine working relationship between our companies.

Regards,

Dennis G. Edwards
Vice President – Coal Procurement

DGE/ro

COAL SALES AGREEMENT

BETWEEN

ELECTRIC FUELS CORPORATION

AND

MASSEY COAL SALES COMPANY, INC.

(Elk Run)

INDEX

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8	Freight Charges
9	Quality
10	Sampling and Analysis
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COAL SALES AGREEMENT

This COAL SALES AGREEMENT ("Agreement") is made and entered into as of the 30th day of October, 2001, with an effective date of May 1, 2002, between ELECTRIC FUELS CORPORATION, a Florida corporation, with an address at 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida, 33701 (hereinafter "Purchaser"), and MASSEY COAL SALES COMPANY, INC., a Virginia corporation, with an address at P.O. Box 26765, Richmond, Virginia 23261-6755 (hereinafter "Seller").

WHEREAS, Purchaser desires to purchase a dependable supply of coal; and

WHEREAS, Seller or its affiliates engage in the commercial production of coal and own or control reserves or production which Seller will use to satisfy the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained herein, the adequacy and sufficiency of which are acknowledged, Seller agrees to sell and supply, and Purchaser agrees to purchase and pay for, coal of the quality and quantity herein stated during the term of this Agreement and under the terms and conditions hereinafter set forth.

1. Term. The "Initial Term" of this Agreement shall commence on May 1, 2002, and continue in effect for a period of eighteen (18) months thereafter to and including October 31, 2003. No later than thirty (30) days prior to the expiration of the Initial Term, Purchaser and Seller agree to negotiate in good faith for an extension of this Agreement for an additional term of eighteen (18) months ("Extended Term")

upon mutually agreeable terms and conditions. Unless otherwise extended as provided herein, this Agreement shall terminate at the end of the Initial Term. The failure to reach agreement with respect to the terms and conditions of any extension shall not be an arbitrable dispute hereunder.

2. Quantity. During the Initial (eighteen (18) month) Term hereof, SELLER shall deliver 950,000 tons of coal. Coal deliveries made under this Agreement shall be in approximately equal monthly quantities in accordance with requests for shipment made from time to time by Purchaser.

3. Warranty and Dedication of Seller's Reserves. Seller represents and warrants that its affiliates identified in Section 7 as the source of coal hereunder own, lease or control mineral interests containing reserves in seams sufficient in quality and quantity to supply the coal covered by this Agreement ("Coal Property"). Seller hereby expressly dedicates to Purchaser sufficient mining capacity on or in the Coal Property so as to fulfill the quantity and quality specifications hereof.

4. Price.

(a) During the Initial Term of this Agreement, the price per ton for all coal sold, delivered and accepted hereunder, f.o.b. Seller's mine loading site ("Price"), shall be [redacted] per ton, adjusted monthly for the quality of coal in accordance with the provisions of Section 4(b) hereto. The Price during any Extended Term shall be negotiated as provided in Section 1 above.

(b) During the Initial Term of this Agreement, Seller shall receive a per ton premium of [redacted] for coal shipments with BTU levels above 12,500, fractions prorata, on a monthly composite and pay a per ton penalty of [redacted]

for coal shipments with BTU levels below 12,500, fractions prorata, on a monthly composite.

5. Billing and Payment. Seller shall invoice Purchaser for each shipment for the coal delivered to Purchaser at the Price as provided in Section 4 hereof. Each invoice shall be paid by Purchaser within ten (10) days of the date of Purchaser's receipt of the invoice. Adjustments under Section 4(b) shall be separately stated and, if not calculated in time for preparation of the invoice, may be stated as a retroactive adjustment on any invoice following the calculation date. A statement showing the basis for the adjustment shall accompany the invoice.

6. Weighing. The net weight of coal sold and delivered hereunder shall be determined by Purchaser's certified truck scales.

7. Delivery, Title and Shipment.

(a) All coal to be supplied under this Agreement shall be sourced from mines operated by Elk Run Coal Company or Black Castle Mining Company. Delivery shall commence on or about May 1, 2002.

(b) Title to the coal and risk of loss thereof shall transfer to Purchaser at the time the coal is unloaded into purchaser provided trucks ("Trucks") at the mines. Purchaser to provide Trucks on a ratable basis.

(c) Seller shall deliver the coal sold hereunder into Trucks at the mines. Purchaser, its agents, employees, contractors and invitees shall comply with the applicable safety rules of Seller or its affiliates, a copy of which is attached hereto as Exhibit 1 (as hereafter amended from time to time), at all times when on Sellers' or its affiliates' premises.

8. Freight Charges. Purchaser shall pay all freight charges hereunder.

9. Quality. Seller represents and warrants that coal delivered hereunder shall conform to the following quality specifications:

Specification	Requirements	Per Shipment Reject
Moisture (maximum)	8.00% (monthly composite)	10%
Ash (maximum)	12.00% (monthly composite)	13.50%
Sulfur (maximum)	1.20lb S02/mm BTU (per shipment basis)	1.20lb SO2/mm BTU
BTU (minimum)	12,500 (monthly composite)	12000*
Volatile (minimum)	31.00% (monthly composite)	29.00%
AST	2600°	2400°
Grindability (minimum)	42HGI	39HGI*
Fines (minus ¼ inch)	50%	55%
*PCI index, (Btu ÷ 1000) x HGI, not to be less than 480.		

Coal delivered by Seller hereunder shall be free from extraneous material such as excess rock or other foreign material (e.g. slurry pond material, washer tailings, gob piles, mine refuse, petroleum coke, oxidized coal, bottles, brattice cloth, cable insulation, wood, rocks, or blends of such extraneous materials) and shall not, without the prior written consent of Purchaser, contain synthetic fuel.

10. Sampling and Analysis. For all coal delivered under this Agreement, Purchaser shall appoint a mutually agreeable third party commercial laboratory (the "Lab") to collect and analyze a representative sample of each shipment in accordance with ASTM standards in all material respects. Sampling shall be performed at the truck unloading point or at some other facility mutually agreed to by the parties. Purchaser shall pay the cost of such sampling and analysis and use its best efforts to provide analysis results no later than 24 hours after sampling.

The Lab shall divide the sample into four (4) splits. The first split will be analyzed by the Lab for moisture, ash, sulfur, BTU's and volatile and shall be called

the "Laboratory Sample." The results of the Laboratory Sample shall be sent to Seller and Purchaser. The first split analysis shall be the governing analysis. The second split shall be maintained for a period of thirty (30) days and shall be the "Referee Split." The third split shall be for Seller's disposition. The forth split shall be for Purchaser's disposition. The results of the sampling and analysis by the Lab shall be accepted as the quality and characteristics of the coal delivered hereunder and the same shall be accepted as the monthly analysis for the coal delivered during such month; provided, however, that if either party should at any time question the correctness of the original analysis made on the Laboratory Sample, it shall have the right to have the Referee Split analyzed by a testing laboratory mutually selected by Seller and Purchaser ("Referee Lab"). Said laboratory shall use methods in accordance with ASTM standards or other mutually accepted procedures, and mutually agreeable standard reference materials.

The analysis of the Referee Split as determined by the Referee Lab shall be accepted as being representative for the lot of coal under consideration. The party questioning the correctness of the original analysis shall pay the cost of such analyses by the Referee Lab, and the price of coal represented by such samples shall immediately be adjusted in accordance with the provisions of this Agreement, and any amounts due either Purchaser or Seller shall be paid in accordance with Section 5 hereof.

11. Coal Specifications Deficiencies. For purposes of this Agreement, a "shipment" shall mean the quantity actually loaded into Trucks on a weekly composite basis. If the coal delivered hereunder in any single shipment fails to meet any of the

specifications set out in Section 10, Purchaser shall have each of the following options to be exercised in its sole discretion:

(a) Purchaser may notify Seller that Purchaser will accept such coal subject to and in accordance with the provisions set forth in this Agreement including the premium/penalty provisions identified in Section 4(b); provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

(b) Purchaser will have the option by written notification to Seller to reject any shipment which exceeds any of the minimum/maximum reject specifications listed in Section 10, such written notice to be provided to Seller within 24 hours after delivery, and Purchaser may so notify Seller to suspend further deliveries of coal hereunder until Seller demonstrates that its coal will conform to the specifications set forth in Section 10; provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder. Seller shall make the above demonstration as soon as practicable but in no event later than thirty (30) days after written notice by Purchaser. Failure to make such demonstration shall give Purchaser the right to terminate this Agreement and pursue all other remedies provided by law or equity.

12. Force Majeure. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of

reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including, without limitation, courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including, without limitation, emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption of transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, judicial rule or order adopted, amended or newly interpreted subsequent to the date of execution of this Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, processing or loading of coal by Seller or its affiliates or the receiving, transporting and/or delivering by Purchaser's carrier thereof or the accepting, utilizing and/or unloading thereof by Purchaser or Purchaser's affiliated generating stations.

In the event performance of Seller's or its affiliates' obligations hereunder or Purchaser's obligations hereunder are made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its commercially reasonable efforts to eliminate such force majeure to the extent economically feasible to do so

and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except by agreement between Seller and Purchaser. In the event force majeure results in a partial reduction in the total quantity of coal Seller is obligated to deliver hereunder, the quantity of coal Seller shall be obligated to deliver to Purchaser hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this section multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the Initial Term or any Extended Term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict Florida Power Corporation ("FPC") from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in FPC's sole judgment, result in unreasonable expense to FPC, the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance.

In the event that restrictions are imposed during the Initial Term or any Extended Term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict Elk Run Coal Company or Black Castle Mining Company from mining coal of the specifications hereunder, such restrictions shall be deemed to be an event of force majeure under this Agreement unless its effect can be

avoided in a lawful manner and will not, in Elk Run Coal Company's or Black Castle Mining Company's sole judgment, result in unreasonable expense to Elk Run Coal Company or Black Castle Mining Company, the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance.

13. Arbitration. All disputes under this Agreement shall be referred to arbitration; provided, however, that with respect to provisions contemplating mutual agreement of the parties, failure to so agree shall not be deemed disputes subject to arbitration. Any such questions shall be submitted to arbitration before the Arbitrators, chosen as provided below, upon written notice of one party to the other (the "Notice"). Except as otherwise provided herein, any such arbitration shall be conducted in accordance with the rules for commercial arbitration of the American Arbitration Association.

(a) Within the first fifteen (15) days following the receipt of Notice, the parties shall each choose an arbitrator and notify the other party of the identify and address of the arbitrator chosen. The two arbitrators thus chosen will then, within ten (10) days, choose a third arbitrator. If the two arbitrators shall fail to designate a third arbitrator, the parties will request the presiding judge of the District Court of the United States for the Eastern District of Virginia, acting in his private and nonjudicial capacity, to designate such third arbitrator. In the event that either party fails to choose an arbitrator and so notify the other party within the time permitted, the other party (if notice of its choice has been timely given) may request the judge referred to above to

designate such arbitrator. The arbitrators chosen in accordance with this subsection are herein referred to as the "Arbitrators."

(b) The Arbitrators, when duly selected, shall investigate the facts, hold hearings, and permit the parties to present evidence and arguments, and shall require each of the parties, at the end of such evidence simultaneously, to deliver to such Arbitrators a written statement of the exact award that such party requests that the Arbitrators render. All such hearings shall be held in Richmond, Virginia. The Arbitrators shall adopt, as their decision, the exact award requested by one of the parties, in either case, without modification, within ten (10) days after the date upon which the statement of the requested awards are to be submitted. The decision of the Arbitrators shall be final and binding on the parties hereto. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. If the Arbitrators shall fail to render a decision within said period of ten (10) days, then either party shall have the right to institute such action or proceeding in such court as shall be appropriate under the circumstances. The party whose position is not chosen shall bear the entire costs of such arbitration, exclusive of the legal fees, if any, of the other party.

14. Waiver. The failure of either party to insist on strict performance of any provision of this Agreement or to take advantage of any right hereunder shall not be construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

15. Remedies Cumulative. Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided by law.

16. Cure of Default. Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default within thirty (30) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

17. Indemnification. Seller shall indemnify, defend and hold Purchaser harmless from and against any liability, claim, demand or damage incurred by or asserted against Purchaser for (a) Seller's breach of this Agreement, or (b) loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of Seller relating to its performance under this Agreement. Purchaser shall indemnify, defend and hold Seller harmless from and against any liability, claim, demand or damage incurred by or asserted against Seller for (a) Purchaser's breach of this Agreement, or (b) loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of Purchaser relating to its performance under this Agreement. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party. Furthermore, neither party shall be responsible to the other party for incidental, special or consequential damages arising out of any breach of warranty or any default in the performance of any of its covenants or obligations hereunder.

18. Insurance. Purchaser, at Purchaser's cost and expense, shall obtain and maintain, or require its contractors to obtain and maintain, with appropriate state agencies or insurance companies acceptable to Seller, insurance coverage which shall include the following:

(1) Workers' Compensation Coverage/Insurance for payment of all benefits and claims as provided by applicable laws and regulations for all injuries (including death) and occupational diseases (including state black lung coverage) applicable to and covering Purchaser's employees (including corporate officers), or its contractors, engaged in the mining, processing, transportation, loading and delivery of coal hereunder. Purchaser or its contractors shall likewise maintain insurance for, or otherwise guarantee the payment of, federal black lung benefits for Purchaser's or its contractor's employees (including corporate officers) in accordance with applicable laws.

(2) Commercial General Liability Insurance with minimum limits of $2,000,000 for each occurrence and $2,000,000 general aggregate, for death, bodily injury and property damage, including coverage for independent contractors, product and completed operations, Blanket Broad Form Contractual, cross-

liability, personal injury liability, Broad Form Property Damage, and coverage with the explosion, collapse and underground (XCU) hazard exclusions deleted from the policy.

(3) Employer's Liability Insurance protecting Seller against common law liability, in the absence of statutory liability, for employee death and bodily injury with a limit of not less than $1,000,000.

(4) Automobile Liability Insurance, including owned, non-owned and hired vehicle coverage with limits of liability of not less than $1,000,000 combined single limits for death, bodily injury and property damage claims.

Each of the above required policies of insurance shall be written on an "occurrence" basis unless the policy is available only on a "claims made" basis, in which case such "claims made" insurance coverage shall be maintained in effect for a period of at least five (5) years after the termination of this Agreement. Each of such coverages shall be provided with reputable insurance companies appropriately licensed to do business in a particular state and reasonably acceptable to Purchaser for coverage required in this paragraph. Seller does not express any opinion as to the sufficiency of the above required liability limits. Such insurance is not a limitation on any liability of Purchaser or its contractors, but rather additional security therefor. Such insurance shall be primary and not contributory as to any other insurance Purchaser may have in effect.

Upon request of Seller, Purchaser or its contractors shall provide Seller with copies of the policies of insurance and certificates of workers' compensation coverage required hereunder. All such policies shall name Seller as additional insured and contain a thirty (30) day notice of cancellation provision for Seller. Purchaser also waives and shall require its insurers to waive subrogation under any applicable policy of insurance. If Purchaser's or its contractor's insurance lapse at any time during the term of this Agreement, Purchaser shall immediately replace or cause to be immediately replaced, the insurance coverage as required by this Agreement. Seller may, at its option, immediately suspend shipment until such insurance is replaced and may otherwise terminate this Agreement by giving Purchaser written notice of termination.

19. IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COAL SUPPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. Notices. All notices required to be given under this Agreement, unless otherwise specified, shall be made in writing by certified United States mail (postage prepaid), national overnight courier service, hand delivery or confirmed facsimile transmission as follows:

If to Seller: Massey Coal Sales Company, Inc.
P.O. Box 26765
Richmond, Virginia 23261-6765
Attention: President, Massey Utility Sales Company
Fax: (804) 788-1811

With a copy to: Massey Energy Company
P.O. Box 26765
Richmond, Virginia 23261-6765
Attention: General Counsel
Fax: (804) 788-1804

If to Purchaser: Electric Fuels Corporation
One Progress Plaza
200 Central Avenue
St. Petersburg, Florida 33701
Attention: Dennis Edwards
Fax: (727) 824-6601

or at such other address as either party from time to time may designate in writing to the other.

21. Independent Contractor. The parties recognize and agree that Seller is not an agent or employee of Purchaser but is independent of any managerial or other control or direction by Purchaser in its work hereunder and is free to perform, by such means and in such manner as Seller may choose, all work in pursuit of commitments hereunder.

22. Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. This Agreement shall not create any rights or remedies in any entity not a party hereto.

23. Assignments. Neither party may assign nor transfer this Agreement nor any rights or obligations hereunder without the prior written consent of the other party hereto, which written consent shall not be unreasonably withheld. Either party may, however, without such written consent, assign all or a portion of its rights and obligations hereunder to a wholly owned subsidiary or affiliate or to a company having common ownership or control or to a purchaser of all or substantially all of the assets of the selling party, provided the assigning or selling party guarantees the

performance of all of the obligations under this Agreement by such assignee or purchaser.

24. Captions. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

25. Applicable Law and Venue. All questions relating to execution, construction, performance, termination or breach of this Agreement shall be resolved under the laws of the State of Florida without regard to the choice of law provisions thereof.

26. Conflict of Interest Policy. Purchaser has adopted a conflict of interest policy, applicable to all its full-time employees (hereafter "Employee"), and intended to ensure that all business activities of Purchaser will be conducted in a manner so as to avoid any conflict of interest or appearance of a conflict.

Seller agrees to conduct its activities in support of said conflict of interest policy, specifically as follows:

(a) Seller shall promptly disclose to Purchaser its knowledge, if any, of the existence of any material financial interest in Seller held, at any time during the term of this Agreement, by any Employee or member of an Employee's immediate family. The holding of publicly traded securities in Seller need not be disclosed unless the Employee is directly or indirectly involved in dealing with the Seller.

(b) Seller shall not accept on its own behalf the service or employment in any capacity (such as director, officer, employee, representative or consultant) of any Employee, unless such service or employment is specifically authorized by the President or Board of Directors of Purchaser.

(c) Seller shall not offer to any Employee or member of an Employee's immediate family any gifts of more than token value, special preference loans, lavish entertainment or other substantial favors.

Breach of this provision by Seller shall constitute a material breach of this Agreement; and in the event thereof, Purchaser shall have the right to terminate this Agreement and pursue any and all other remedies at law or equity.

27. Entire Agreement. This instrument contains the entire agreement between the parties and there are no representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that Purchaser or Seller from time to time in the administration of this Agreement may issue and transmit each to the other documents designated as "Purchase Orders" and "Change Orders;" these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

28. Confidentiality. Each party hereto recognizes that this Agreement contains confidential commercial information, the public disclosure of all or any part of which could be damaging to the parties hereto. Accordingly, each party hereto agrees not to disclose any of the terms or provisions of this Agreement to any person or persons not a party hereto, except for affiliated corporations or unincorporated divisions of the parties hereto, without the prior written consent thereto of the other party hereto, which consent shall not be unreasonably withheld, except to the extent such party is legally compelled to make such disclosure pursuant to applicable law or to the extent such disclosure is reasonably necessary in connection with any

regulatory, administrative or other legal proceeding in which such party, or any such affiliated corporation or unincorporated division, is involved. When disclosure is made within the terms of the above mentioned exceptions, such disclosure shall be made only to the extent reasonably necessary. It is further understood and agreed that whenever any such information is disclosed by any party hereto in accordance with the above mentioned exceptions, such party will advise each person to whom disclosure is made of the confidential nature of the information disclosed and, except for routine regulatory reporting by Purchaser, provide written notice of such disclosure, in advance thereof, if possible, to the other party to this Agreement.

29. No Inference. This Agreement is a product of negotiation and no inference shall be drawn in favor of or against either party because of participation in the drafting of this Agreement.

30. Headings. Section headings or titles used in this Agreement are for convenience or reference only and shall not affect the construction of any article herein.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

MASSEY COAL SALES COMPANY, INC.

By: John L. Parker

Its: Senior Vice President

October 30, 2001

ELECTRIC FUELS CORPORATION

By: Alvin M. Edwards

Its: Vice President CSX/Bayo Coal

EXHIBIT 1

SAFETY POLICY

EYE PROTECTION POLICY

All persons ("individuals") working or visiting the Premises must comply with the following eye protection policy:

A. UNDERGROUND MINES:

Appropriate eye protection devices must be worn by individuals at all times, except when working in an enclosed office.

B. PREPARATION PLANTS, SURFACE MINES, LOADOUTS, COAL HANDLING FACILITIES, REPAIR SHOPS, OTHER SURFACE WORK AREAS:

Appropriate eye protection must be worn at all times. This includes operators of mobile equipment with enclosed cabs and operators of company owned vehicles while on mine property. Exception will be for working inside an enclosed office.

Appropriate eye protection devices may include safety glasses, safety glasses with side shields, goggles, or other specialized equipment designed and properly used to provide adequate protection for the eyes. All safety glasses must have safety lenses with Z87 safety frames. In the event this policy conflicts with state or federal laws or regulations, the more stringent requirement will apply.

PROTECTIVE FOOTWEAR POLICY

All persons (individuals) working at or visiting the Premises must wear approved metatarsal protection footwear. Specific exemptions may be allowed for the following situations:

- Any individual with a valid medical condition that prohibits the use of metatarsal footwear will be exempted.
- Underground miners working in average mining heights of less than 48 inches may be exempted at the sole discretion of the Owner, if the Owner determines in writing that the average mining height is consistently less than 48 inches.
- Personnel operating mobile equipment will be exempted only while actually operating such equipment, or traveling to and from such equipment.
- Office workers and others that are not required by law to wear safety-toed shoes shall be exempted from this requirement.

- Individuals engaged in specific activities may be exempted at the discretion of the Owner, if the Owner determines in writing that metatarsal footwear does not promote or enhance the safety of these individuals.

In the event this policy conflicts with state or federal laws and regulations, the more stringent requirement shall apply.

REFLECTIVE CLOTHING STANDARD

Everyone working at or visiting the Premises must follow these rules regarding reflective clothing. This standard promotes and enhances the safety of everyone by increasing their visibility to other people.

"Reflective Clothing" means any combination of reflective tape, decals, patches, or other materials that allows an individual to be clearly visible to other individuals at all times and from all directions.

UNDERGROUND OPERATIONS

- For underground operations, reflective clothing includes reflective surfaces on hard hats, belts, suspenders, jackets, coats, shirts, pants, or any other items of outer clothing.

  At the minimum, reflective materials are to be worn on the front and back of each individual's work clothes. Also, it is recommended that reflective material be placed on sleeves, pant legs, etc.

  If an individual wears a jacket or coat part of the time underground and takes it off at other times, then reflective materials should be worn both on the individual's jacket or coat and also on the underlying shirt.

- Every individual entering an underground mine must wear reflective clothing as described by this policy. The Owner provides a limited quantity of reflective vests or similar articles that may be worn as a temporary substitute. However, the Owner can not guarantee that an adequate supply of vests or other substitutes will be available at all times. No one will be allowed underground unless they are wearing the appropriate reflective clothing.

- The Owner will provide reflective tape to each individual at no cost for use on that individual's underground mining clothing. Additional reflective tape will be provided at no cost as reasonably needed.

SURFACE OPERATIONS AREA

- For surface operations areas, a hard hat with reflective tape or decals applied to the front, back, and both sides is the minimum requirement. It is strongly recommended that additional reflective clothing such as reflective vests be worn whenever visibility is restricted or reduced. Examples of such times are dusk, night, dawn, and foggy or hazy daytime periods.

- Surface operations areas include surface mines, preparation plants, loadouts, shops, coal handling facilities, or other similar locations. All individuals, including visitors to such operations, shall comply with this standard.

In the event this policy conflicts with state or federal laws and regulations, the more stringent requirement will apply.

SEAT BELT POLICY

Owner is committed to creating and maintaining a safe workplace for all individuals. The use of seat belts is a simple but effective means of promoting personal safety both on and off the job.

On the job, Owner requires the use of seat belts in all types of vehicles equipped with such belts. This includes cars, trucks of all sizes, dozers, loaders, forklifts, cranes, shovels, and any other type of mobile equipment.
For highway-type vehicles, seat belts must be worn at all times by the driver and all passengers. This applies while the vehicle is on company property and also while the driver and passengers are on company time regardless of location.

For off-highway vehicles such as trucks, dozers, loaders, etc., seat belts must be worn while the vehicle is in motion. If a particular piece of machinery is equipped with additional safety devices such as shoulder harnesses, etc., the operator shall wear the additional safety device(s) while the equipment is working.

Owner strongly urges all individuals to use seat belts whenever they are driving or riding in a vehicle off the job. In addition to this being the law in many states, it is also just good common sense.

In the event this guideline conflicts with state or federal laws and regulations, the more stringent requirement shall apply.

ALCOHOL & CONTROLLED SUBSTANCE POLICY

Owner does not permit the operation of motor vehicles on its property by anyone who is under the influence of alcohol or a controlled substance not prescribed by a licensed physician and/or not being used in accordance with medical advice. Pre-employment and random testing for the presence of alcohol and controlled

substances reduces the risks associated with the operation of motor vehicles on Owner's property, all of which is considered safety sensitive due to the nature of Owner's business.

Regardless of whether individuals are otherwise subject to the provisions of 49 U.S.C. §31301 et seq. (Commercial Motor Vehicle Operations) Contractor shall ensure that all of its employees who may operate a motor vehicle on Owner's property have been, and are being tested in accordance with 49 U.S.C. §31306 and its accompanying regulations. Contractor shall, upon request of Owner, certify that its employees, or anyone of them, have been tested in accordance with 49 U.S.C. §31306 and its accompanying regulations and have been determined to be free of alcohol and controlled substances not prescribed by a licensed physician and/or not being used in accordance with medical advice. Owner may bar any individual from its property who has not or cannot be certified by Contractor to satisfy the requirements of this provision.

HEARING PROTECTION POLICY

In order to protect individuals from the adverse effects of exposure to elevated noise levels, this hearing protection guideline has been developed. This guideline calls for mandatory use of hearing protection equipment in the following locations and/or occupations:

UNDERGROUND MINES

- All individuals operating continuous miners, roofbolters, and continuous haulage equipment.
- All individuals operating or working in close proximity to diesel-powered equipment, with the exception of short-duration passengers.
- All individuals working in close proximity to feeder breakers or other material transfer points.
- All individuals utilizing or working in close proximity to impact wrenches, air compressors, rock drills, motorized saws, or other power tools with high-impact sound levels.

SURFACE MINES/SURFACE AREAS OF UNDERGROUND MINES

- All individuals operating or working in close proximity to diesel-powered equipment, except for those enclosed by sound-protected compartments.
- All individuals working in close proximity to crushers or material transfer points.

- All individuals utilizing or working in close proximity to impact wrenches, air compressors, rock drills, motorized saws, or other power tools with high-impact sound levels.

PREPARATION PLANTS, RAIL LOADOUTS, AND COAL HANDLING FACILITIES

- All individuals inside the preparation plant building while the plant is in operation, excluding those stationed inside sound-protected rooms or enclosures.

- All individuals working in a scalping/crushing house, rail loadout, scalehouse, sampling structure, or other ancillary facility that does not have a sound-protected enclosure.

- All individuals working in close proximity to material transfer points.

- All individuals operating or working in close proximity to diesel-powered equipment, except for those enclosed by sound-protected compartments.

- All individuals utilizing or working in close proximity to impact wrenches, air compressors, rock drills, motorized saws, or other power tools with high-impact sound levels.

As a general requirement for all areas of a mining, processing, or coal loading operation, individuals shall be issued hearing protection equipment when they enter the operating area. All such individuals shall be required to keep hearing protection equipment on their person at all times, and utilize it when appropriate. Any occupations or work areas with exposure to sound levels that average above 85 decibels for the work shift shall also require use of hearing protection equipment, even if not specifically listed.

There are several different types of hearing protection equipment available that provide an adequate noise barrier without impairing functional hearing needs. The type of hearing protection equipment used at each mine shall be determined at the discretion of the Owner.

The Owner is authorized to waive this guideline for any individuals that can demonstrate valid medical reasons to not wear hearing protection equipment, or for any areas where hearing protection could possibly reduce the level of safety for the job being performed. Such waivers shall be granted only in writing, and shall only apply to the individuals specifically named in the waiver. In the event that this guideline conflicts with state or federal regulations, the more stringent requirement shall apply.

HAND PROTECTION SAFETY POLICY

All individuals exposed to risk of injury due to a direct trauma of the hand or electrical shock transmitted through the hand shall wear an approved style of gloves. Specific requirements are as follows:

1. Occupations and activities where glove use is mandatory shall include:

UNDERGROUND MINES

- All roof bolter operators;
- All individuals involved in manual loading or unloading of supplies, machinery parts, or other materials;
- All individuals involved with installation, examination, or maintenance of track or conveyor belt systems;
- All other individuals performing manual labor that poses risk of hand injury or electrical shock, including, but not limited to, handling energized cables, shoveling, digging, building cribs, setting timbers, building cinder block or concrete ventilation controls, or installing water lines.

SURFACE MINES/EQUIPMENT REPAIR SHOPS

- All individuals involved in manual loading or unloading of supplies, machinery parts, or other materials;
- All individuals involved with installation, examination, or maintenance of track or conveyor belt systems;
- All individuals performing manual labor that poses risk of hand injury or electrical shock, including, but not limited to, handling energized cables, shoveling, digging, and fueling/greasing equipment.

PREPARATION PLANTS/COAL LOADING FACILITIES

- All individuals involved in manual loading or unloading of supplies, machinery parts, or other materials;
- All individuals involved with installation, examination, or maintenance of track or conveyor belt systems;
- All individuals performing manual labor that poses risk of hand injury or electrical shock, including, but not limited to, handling energized cables,

shoveling, digging, and fueling/greasing equipment, pipefitting, cleaning railcars, repairing chutes, or replacing screen decks.

2. The type and style of gloves to be work shall be determined by Owner on evaluation of the functional needs and level of protection provided and such gloves shall be provided by Contractor. The preferred type of glove for diverse applications will be of leather construction with Kevlar cuffs, metacarpal padding, and two layers of leather protection in the palm area.

   For work activities in dry conditions where the individual gains little benefit from metacarpal protection, Contractor will also have durable leather gloves available for distribution. For similar situations with wet conditions, Contractor will stock durable rubber gloves. Contractor shall provide special gloves (of leather construction) that provide either open fingers or full finger flexibility to all individuals that demonstrate such need.

3. All mine or plant facility visitors will be issued a pair of gloves before entering the mine or plant facility, and will be required to wear them throughout the visit. Visitors remaining within the protective confines of a vehicle or office shall not be required to wear gloves. Requiring visitor compliance with this Safety Guideline is intended to guard against unforeseen risks stemming from their lack of familiarity with the mine or plant facility. Vendors should be required to provide appropriate hand protection at their own expense for their employees.

Owner is authorized to waive this guideline for any persons that can demonstrate valid medical reasons to not wear hand protection, or for any instances where such hand protection could possibly reduce the level of safety for the job performed. Such waivers shall be granted only in writing, and shall only apply to the individuals specifically named in the waiver. In the event that the guideline conflicts with state or federal regulations, the more stringent requirement shall apply.

TASK TRAINING

Prior to operating any mobile equipment on the Premises all persons shall have been properly task trained. Contractor shall provide to Owner written proof that any employee, subcontractor or agent of Contractor has been task trained on the mobile equipment to be operated, such written proof to be provided upon request of Owner.

OVERHEAD POWER LINE POLICY

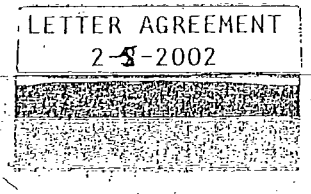
The operator, or person in charge of the assembly, or operation of any piece of equipment with a boom or mast over 25 feet, must have a diagram of any overhead power lines in the immediate area. The diagram, which shall be drawn by the operator, will be maintained in the cab of the equipment. The diagram will remain in the cab during the assembly and operation of the piece of equipment. If there is more than one operator, each of the operators must also draw a diagram.

CRANE OPERATION POLICY

All cranes to be operated on the Premises shall be inspected by Owner's safety coordinator and the operator of the crane or Contractor's supervisor, to insure that the charts for lifting capacities and capabilities and diagrams for rigging are posted or available in the operator's compartment.

VEHICLE POLICY

All vehicles traveling on the Premises shall operate with lights on at all times.


LETTER AGREEMENT
2-5-2002

Edwards Dr

ELECTRIC FUELS CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

February 5, 2002

cf

Mr. John R. Parker
Senior Vice President
Massey Coal Sales Company, Inc.
Four North Fourth Street
Richmond, Virginia 23219

Dear Mr. Parker:

This letter will memorialize our agreement regarding current trucking costs for the Elk Run/Panther coals to be shipped to Electric Fuels Corporation (EFC) in 2002 under our December 15, 1978 and October 30, 2001 agreements.

Specifically, EFC and Massey agree that for tons shipped in January and until such time as the West Virginia trucking weights are legally increased, EFC will pay Massey [redacted] per ton (see attached schedule) for the trucking of the above listed coals to our Kanawha River docks. This rate will be adjusted downward reflecting any increase in legal truck weights over 80,000 lbs when any such change occurs.

On a related matter, we have also agreed that the tons remaining to be shipped in 2002 on the above contracts shall be shipped in approximately equal monthly increments. If you are in agreement with the above, please so indicate by signing in the appropriate space below and return one (1) original of this letter to me.

Thank you for your help with this matter.

Regards,

Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

DGE/ro

Attachment

Accepted and agreed to this 25th day of February, 2002.

By: Thomas J. Smith
Its: Vice President

Massey Trucking Proposal

January—April Contract	269,500.00	tons
2001 Carryover	45,852.31	tons
	315,352.31	tons

Trucking Increase = [redacted]

[redacted] x 315,352.31 = [redacted]

May—December Tons =

950,000 ÷ 18 Months = 52,778 Tons/Month

52,778 x 8 Months = 422,222 Tons

January—December Total Tons =

315,352.31 + 422,222 = 737,574.31

Proposal:

January—April "overpayment" =

[redacted]

EFC pays [redacted] on all tons all year 2002

PFC/DGE—02/04/02



PANTHER MINING LLC
AGREEMENTS
COAL SUPPLY AGREEMENT 2002 #67990



COAL PURCHASE AGREEMENT

By and Between

ELECTRIC FUELS CORPORATION

("Buyer")

and

PANTHER MINING LLC

("Seller")

dated as of

June___, 2001

COAL PURCHASE AGREEMENT

THIS COAL PURCHASE AGREEMENT (this "Agreement") is entered into and made as of January 1, 2002, by and between Electric Fuels Corporation, a Florida corporation ("Buyer"), Panther Mining LLC, a West Virginia limited liability company ("Seller") and Enron North America Corp., a Delaware corporation ("Agent"), as Agent for Seller. Buyer and Seller are also referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Buyer desires to secure in the quantities and for the period set forth in this Agreement, a supply of coal.

B. Seller desires to sell coal to Buyer and Buyer desires to purchase coal from Seller in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and in reliance upon the recitals, representations, warranties, covenants, terms and conditions set forth herein, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS OF TERMS

1.1 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below.

"Affiliate" of any Person means (i) any Person directly or indirectly controlled by, controlling or under common control with such first Person. For purposes of this definition, any Person which owns directly or indirectly 50% or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership or other ownership interests of any other Person (other than as a limited partner of such other Person) will be deemed to "control" (including, with its correlative meanings, "controlled by" and "under common control with") such corporation or other Person.

"Agent" shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

"Agreement" means this Agreement, including all Schedules attached hereto, as it may be amended, modified or restated from time to time.

"ASTM" means the American Society for Testing and Materials.

"Bankruptcy Proceeding" means with respect to a Person, such Person (a) makes an assignment or any general arrangement for the benefit of creditors, (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against such Person and such petition is not withdrawn or dismissed for 30 Days after such filing, (c) otherwise becomes bankrupt or insolvent (however evidenced) or (d) is unable to pay such Person's debts as they fall due.

"Base Calorific Value Adjustment" shall have the meaning assigned in Schedule 5.1.

"Btu" means the amount of energy required to raise the temperature of one pound of pure water one degree Fahrenheit from 59 degrees Fahrenheit to 60 degrees Fahrenheit.

"Business Day" means on a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local prevailing time for each Party's principal place of business.

"Buyer" shall have the meaning assigned in the introductory paragraph, and its successors and permitted assigns.

"Claiming Party" shall have the meaning assigned in Section 7.1.

"Claims" means all claims or actions, threatened or filed and whether groundless, false or fraudulent, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, fees of attorneys, experts and consultants, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Coal" means any and all of the coal to be sold by Seller and purchased by Buyer and the quality of which is better than the Rejection Limits or is otherwise accepted by Buyer under this Agreement.

"Commencement Date" shall have the meaning assigned in Section 2.2.

"Contract Price" means the contract price per Ton of Coal FOB the Delivery Point as set forth in Section 3.4.

"Contract Quantity" shall have the meaning assigned in Section 3.1.

"Contract Year" shall have the meaning assigned in Section 2.2.

"Costs" means brokerage fees and commissions reasonably incurred by the Non-Defaulting Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement.

"Day" means a period of 24 consecutive hours, beginning at midnight local prevailing time on any calendar day.

"Default" means an Event of Default or an event which with notice or the lapse of time would become an Event of Default.

"Defaulting Party" shall have the meaning assigned in Section 10.1.

"Delivery Point" means the Quincy Dock located on the Kanawha River in the State of West Virginia.

"Dollars" and "$" shall mean lawful money of the United States of America.

"Early Termination Date" shall have the meaning assigned in Section 10.2(a).

"Effective Date" means the date first set forth above.

"Expiration Date" shall have the meaning assigned to it in Section 2.1.

"FPC's Generating Units" shall have the meaning set forth in Section 7.1.

"FOB" means free on board.

"Force Majeure" shall have the meaning assigned in Section 7.1.

"Gains" means an amount equal to the present value of the economic benefit (exclusive of Costs), if any, to a Non-Defaulting Party resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner, consistently applied.

"Gross Calorific Value" shall have the meaning assigned in Schedule 4.1.

"Interest Rate" means, for any date, two percent over the per annum rate of interest equal to the prime lending rate as may from time to time be published in the *Wall Street Journal* under "Money Rates"; *provided*, the Interest Rate shall never exceed the maximum lawful rate permitted by applicable law.

"Invoice" shall have the meaning assigned in Section 6.1.

"lbs. SO_2/mmBtu" shall have the meaning assigned in Schedule 5.1.

"Losses" means an amount equal to the present value of the economic loss (exclusive of Costs) if any, to a Non-Defaulting Party resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner.

"Month" means a period of time beginning at midnight local prevailing time on the first Day of any calendar Month and ending at 11:59:59 p.m. local prevailing time on the last Day of such calendar Month.

"Non-Conforming Shipment" means any Shipment in which the coal is subject to rejection pursuant to any of the Rejection Limits.

"Non-Defaulting Party" shall have the meaning assigned in Section 10.1.1.

"Notice" shall have the meaning assigned in Article 11.

"Panther Mine" means the Panther mine owned or controlled by Panther LLC, and located in Kanawha and Boone Counties, West Virginia.

"Party" means any Party to this Agreement and "Parties" means all such parties." Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Rejection Limits" shall have the meaning assigned in Schedule 5.2.

"Seller" shall have the meaning assigned in the introductory paragraph, and its successors and permitted assigns.

"Shipment" shall have the meaning assigned in Schedule 4.3.

"SO_2" shall mean sulfur dioxide.

"Specifications" shall have the meaning assigned in Section 4.1.

"Term" shall have the meaning assigned in Section 2.1.

"Termination Payment" shall have the meaning assigned in Section 10.2(a).

"Ton" means a short ton of two thousand (2,000) pounds, avoirdupois.

"Tonnage Deficiency" means the failure by Seller to deliver, or Buyer to receive, as applicable, the Nominated Tonnage at the Delivery Point.

"UCC" shall have the meaning assigned in Section 13.3.

"Weighing System" shall have the meaning assigned in Schedule 4.3.

"Weighing Standards" shall have the meaning assigned in Schedule 4.3.

ARTICLE 2 - TERM

2.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and end on December 31, 2003 ("Expiration Date") unless earlier terminated pursuant to the terms of this Agreement.

2.2 Commencement of Deliveries. Deliveries of Coal shall commence on January 1, 2002 (the "Commencement Date"), and end on the Expiration Date (the "Delivery Period"). "Contract Year" shall mean a 12-Month period commencing on the Commencement Date and ending on the date one year thereafter.

ARTICLE 3 - COAL QUANTITY; DELIVERY; PRICE

3.1 Delivery of Coal. The quantity of Coal to be delivered hereunder shall be 400,000 Tons per Contract Year. Seller shall use commercially reasonable efforts to deliver coal in approximately equal monthly installments during the calendar year.

3.2 Terms of Delivery. The Delivery Dates will be Seller's best estimates based upon the information available to Seller at the time. Seller shall use its reasonable efforts to ship the Coal as scheduled.

3.3 Transportation; Loading. Seller shall arrange and pay for transportation of the Coal.

3.4 Contract Price. The price per Ton of Coal delivered hereunder shall be Forty-three Dollars and Twenty-five Cents [redacted] F.O.B. Quincy Dock.

3.5 Transfer of Title; Risk of Loss; Taxes: Indemnity. Title to the Coal and risk of loss thereof shall transfer from Seller to Buyer as it is progressively offloaded at the Delivery Point. Seller warrants that it has title, and will deliver, to Buyer the Coal free and clear of all liens, claims and encumbrances. Except as provided below in Section 3.6 hereof, Seller shall be solely responsible for all assessments, fees, costs, expenses and taxes relating to the mining, beneficiation, production, sale, use, loading and delivery of Coal to Buyer or in any way accruing or levied prior to the transfer of title to the Coal to Buyer and including, without limitation, all royalties, black lung fees, reclamation fees and other costs, charges and liabilities. Seller's obligation for taxes aforesaid shall include use taxes, provided, Buyer has provided Seller with the appropriate exemption use tax certificate or similar document on an annual basis (or otherwise upon Seller's request) during the Term. Except as provided below, Buyer shall be solely responsible for taxes and other costs, charges and liabilities relating to the Coal accrued and/or levied after such transfer of title. As between the Parties, Seller shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the Coal prior to its progressive offloading at the Delivery Point and Buyer shall be deemed to be in exclusive

control (and responsible for any damages or injury caused thereby) of the Coal from the time it is progressively offloaded at the Delivery Point. Seller and Buyer shall each indemnify, defend and hold harmless the other Party from any Claims arising from any act or incident occurring when title and risk of loss to the Coal is vested in the indemnifying Party.

3.6 Governmental Enactments. The Parties recognize that, during the Term of this Agreement, legislative or regulatory bodies or the courts may adopt laws, regulations, policies or restrictions, or a change in interpretation or enforcement which impacts Seller's mining costs and which will make it impossible or economically impractical for Seller to continue delivery hereunder. If as a result of the increased costs associated with the adoption of such laws, regulations, policies or restrictions or change in interpretation or enforcement, Seller decides that it will be impossible or economically impracticable for Seller to continue delivery of Coal hereunder, Seller shall so notify Buyer and thereupon Seller and Buyer shall promptly consider whether corrective actions can be taken in the mining and preparation of the Coal at the mine and/or in the handling and utilization of the Coal at FPC's Generating Units; and if, in Seller's judgment, such actions will, without reasonable expense to Seller, make it impossible and economically impractical for Seller to continue to deliver Coal hereunder without violating any applicable law, regulation, policy or restriction, Seller shall have the right, upon six (6) months prior notice to Buyer, to terminate this Agreement without further obligation hereunder on the part of either Party ; provided, however, that if the impracticality of Seller's continuing to deliver Coal hereunder is only on economical grounds, Buyer may, at its option, prevent such termination by agreeing to reimburse Seller for such expense to the extent that Seller deems such expense to be unreasonable.

The Parties also recognize that, during the Term of this Agreement, legislative or regulatory bodies or the courts may adopt laws, regulations, policies and/or restrictions or a change in interpretation or enforcement which impact Buyer's costs and which make it impossible or economically impracticable for Buyer to utilize the Coal to be delivered pursuant to this Agreement, and coal of like kind and quality, at FPC's Generation Units. If, as a result of the increased costs associated with the adoption of such laws, regulations, policies or restrictions, or change in interpretation or enforcement, Buyer decides that it will be impossible or economically impracticable for Buyer to utilize the Coal to be delivered pursuant to this Agreement, and coal of like kind and quality, at FPC's Generating Units, Buyer shall so notify Seller, and thereupon Buyer and Seller shall promptly consider whether corrective actions can be taken in the mining and preparation of the Coal at the mine and/or in the handling and utilization of the Coal at FPC's Generating Units; and if, in Buyer's judgment, such actions will, without unreasonable expense to Buyer, make it impossible and economically impractical for Buyer to so utilize Coal which thereafter would be delivered hereunder without violating any applicable law, regulation, policy or restriction, Buyer shall have the right, upon six (6) months prior notice to Seller, to terminate this Agreement without further obligation hereunder on the part of either party; provided, however, that, if the impracticality of Buyer's utilizing the Coal is only on economical grounds, Seller may, at its option, prevent such termination by agreeing to reimburse Buyer for such expense to the extent that Buyer deems such expense to be unreasonable.

ARTICLE 4 - COAL SPECIFICATIONS; SAMPLING

4.1 Specifications. Seller shall cause all Coal delivered to Buyer pursuant to this Agreement to comply with the specifications set forth on the attached Schedule 4.1 (the "Specifications").

4.2 Rejections. Non-Conforming Shipments shall be subject to rejection and suspension by Buyer as set forth in Section 5.2 and Section 5.3 below.

4.3 Weighing and Sampling. The Parties shall cause all Coal delivered to Buyer under this Agreement to be weighed and sampled in accordance with the procedures set forth on the attached Schedule 4.3.

ARTICLE 5 - QUALITY ADJUSTMENTS; REJECTION RIGHTS

5.1 Premiums and Penalties. Subject to Buyer's right to reject certain Coal as provided in Section 5.2, in the event that the Coal delivered by Seller to Buyer hereunder varies from the Specifications provided in Schedule 4.1 for Gross Calorific Value but does not trigger the Rejection Limits, premiums and penalties shall be calculated as set forth herein. Buyer will calculate a Base Calorific Value Adjustment as determined pursuant to Schedule 5.1. Within 10 Days after the end of each two week period during the Term of this Agreement, the premiums and penalties, if any, shall be netted against each other and the net premium or penalties, as appropriate, for all Shipments during said period shall be determined by Buyer (subject to the sampling and weighing procedures set forth in Schedule 4.3) and Buyer shall pay Seller the premiums, if any, or Seller shall pay Buyer the penalties, if any, calculated on the applicable Contract Price according to the procedure set forth in Schedule 5.1.

5.2 Buyer's Inspection and Rejection Rights. All coal purchased hereunder shall be received subject to Buyer's right of inspection and rejection. With sufficient notice, Buyer or his representative may make mine inspections during normal working hours. Within 24 hours of delivery of the Coal, Buyer shall have the right to visually inspect the Coal to determine if it is substantially free from impurities or foreign matter. If such inspection reveals that the Coal is not substantially free from impurities or foreign matter, Buyer shall have the right to reject the Coal and exercise the same rights provided to it in the next succeeding sentence. With respect to Coal delivered by Seller that triggers the Rejection Limits, Buyer shall have the option exercisable within two Business Days of Buyer's receipt of the laboratory analysis pursuant to Schedule 4.3 of either (a) accepting any Non-Conforming Shipment with a Contract Price adjustment agreed to between Seller and Buyer in a commercially reasonable manner or (b) rejecting such Non-Conforming Shipment at the Delivery Point. Seller shall be responsible for all reasonable costs and expenses associated with such rejected and reconsigned Shipments. Buyer shall provide Seller with documentation of any such reasonable costs and Seller will pay such amounts in accordance with Article 6.

5.3 Suspension Rights. If Seller delivers three Non-Conforming Shipments in any six-month period or if Seller delivers two out of four consecutive Non-Conforming Shipments, Buyer may upon notice to Seller suspend the receipt of future Shipments (except Shipments already loaded or in transit to Buyer) under such Transaction. A waiver by Buyer of the suspension right for any one period shall not constitute a waiver for subsequent periods. If Seller, within 10 days of its receipt of such notice, provides reasonable assurances, as determined by Buyer, in writing to Buyer that future Shipments under the Transaction will conform to the Specifications, Shipments shall resume and any tonnage deficiencies shall be made up within the Term at Buyer's option. If (i) Seller fails to provide such assurances within such 10-day period, or (ii) after such assurances, Coal triggers any one of Buyer's rejection rights under Section 5.2 for any one Shipment within the next three months, then such failure shall constitute an Event of Default (as hereinafter defined) with respect to such Transaction.

ARTICLE 6 – BILLING AND PAYMENT

6.1 Party Invoices; Payments. Not later than the 10th Business Day of each Month commencing in the Month following the start of the Delivery Period, Agent shall provide Buyer with an invoice ("Invoice") containing the information described in Section 6.2. The first Invoice shall cover the period from and after the Effective Date through the end of the Month in which the start of the Delivery Period occurs. The Invoice shall be provided in accordance with the notice provisions of Article 11. The Buyer shall remit payment in U.S. Dollars to the Agent, in accordance with instructions to be provided with the Party Invoice, not later than ten Days after receipt of a Party Invoice (or if such Day is not a Business Day, the immediately following Business Day). In the event of a dispute regarding any amounts shown on any Invoice that the Parties have been unable to resolve by the date payment is due, the Buyer shall pay all undisputed amounts when due. Such payment of all undisputed amounts shall be accompanied by a statement setting forth in reasonable detail all amounts disputed, the reason for the dispute, and a request for any additional documentation believed to be necessary to support the disputed amounts or to resolve the dispute. If the Parties are thereafter unable to resolve the dispute either through the exchange of additional documentation or good faith business negotiations prior to the due date for payment of the next Invoice, either Party may submit the matter to arbitration in accordance with Article 14.

6.2 Party Invoices; Contents. Each Invoice required by this Article 6 shall include, without limitation:

6.2.1 The aggregate Contract Price owed to Seller for the Coal actually delivered to Buyer at each relevant Delivery Point during the applicable Month;

6.2.2 Premiums or penalties pursuant to Section 5.1 and 5.2, including the calculations supporting the amount of any premium or penalty as provided in Schedule 5.1, due for each Shipment for variations in the Gross Calorific Value or sulfur content of the delivered Coal from the Specifications;

6.2.3 Any interest at the Interest Rate on any late payments pursuant to Section 6.3, together with a statement showing the net amount payable from the prior Invoice, the amount and date of any payments received, any amounts outstanding from prior Invoices, and any amounts in dispute;

6.2.4 Any other payments, charges, or amounts claimed by the Seller under any other provision of this Agreement;

6.2.5 The net amount payable by the Buyer.

6.3 Interest on Late Payments. In the event either Party shall not make any payment when due under the provisions of this Agreement, the Party not making the payment when due shall pay interest to the other Party on all such late amounts from the date originally due until paid at the Interest Rate.

6.4. Setoff. If Buyer and Seller are each required to pay any amount in the same Month, then such amounts with respect to each Party may be aggregated and the Parties may discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount may pay to the other Party the difference between the amounts owed. Each Party reserves to itself all rights, setoffs, counterclaims and other remedies and defenses consistent with Article 13 of this Agreement (to the extent not expressly herein waived or denied) which such Party has or may be entitled to arising from or out of this Agreement. The

obligations to make payment under this Agreement may be offset against each other, set off or recouped therefrom.

6.5. Audit. Each Party (and its representatives) has the right, at its sole expense, upon reasonable notice and during normal working hours, to examine the records of the other Party relating to this Agreement but only to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantities of Coal delivered or received at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be promptly made and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; *provided, however,* that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of one year from the rendition thereof; and *provided further* that this Section will survive any termination of this Agreement for a period of two years from the date of such termination for the purpose of such statement and payment objections.

ARTICLE 7 - FORCE MAJEURE

7.1 Force Majeure. "Force Majeure" shall mean an event not anticipated as of the Effective Date by the Party claiming the Force Majeure (the "Claiming Party"), which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, which is not within the reasonable control of the third party) claiming the Force Majeure, and which by the exercise of due diligence the Claiming Party, or third party, is unable to overcome, and may include, but is not restricted to acts of God; act of public enemy; war; lightning; fire; violent storm; explosion; civil disturbance; public riot; labor dispute; environmental catastrophe; inability to obtain government permits or utility services or similar events or occurrences; labor or material shortage; sabotage; and action or restraint by public or Governmental Authority, and other events which wholly or partially prevent the mining, hauling, processing, or loading of Coal by Seller or the receiving, transporting, storing, unloading, or utilizing of Coal by Buyer. It is expressly agreed that any Force Majeure affecting Panther Mine shall constitute a Force Majeure affecting Seller hereunder. It is expressly agreed that any Force Majeure affecting Florida Power Corporation's Crystal River Units Nos. 4 and 5 ("FPC's Generating Units") shall constitute a Force Majeure affecting Buyer hereunder.

7.2 Notice. Any Party affected by Force Majeure shall give prompt Notice to the other Party of such condition. If either Party is prevented, in whole or in part, from performing any of its obligations due to a Force Majeure, such obligations (other than the obligation to make monetary payments then due or becoming due with respect to performance prior to the event) shall be suspended during the pendency of such Force Majeure. The Party shall initiate and continue economically reasonable efforts to remedy any Force Majeure. If an event of complete Force Majeure persists for a continuous period of 90 Days, then the Party not claiming Force Majeure may, but is not obligated to, upon 3 Days' prior Notice terminate this Agreement and the obligations of the Parties hereunder (except for obligations accrued prior to that date).

7.4 Rescheduling. In the event of a Force Majeure, the delivery of the affected quantity of Coal may be rescheduled by mutual agreement of Buyer and Seller at any time during the remaining Delivery Period. In the event the affected quantity of Coal is not rescheduled by such mutual agreement, the Contract Quantity shall be reduced by the amount of the affected quantity of Coal on a Ton for Ton basis. In the event that a Buyer's Force Majeure occurs and Seller agrees to provide make up Coal, the make up Coal shall be priced at the higher of the (i) price in effect at the time the Coal would have been delivered or (ii) price in effect at the time the make up Coal is actually delivered. In the event of a Seller's Force Majeure and Seller

agrees to provide make up Coal, the make up Coal shall be priced at the lower of the (i) price in effect at the time the Coal would have been delivered or (ii) price in effect at the time the make up Coal is actually delivered.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Effective Date as follows:

8.1 Corporate Existence. (a) It is a corporation (in the case of Buyer) a limited liability company (in the case of Seller) in both cases duly organized, legally existing and in good standing under the laws of the jurisdiction of its incorporation; (b) it has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) it is qualified to do business in those jurisdictions necessary to perform this Agreement.

8.2 No Bankruptcy Proceedings. There are no Bankruptcy Proceedings pending or being contemplated by it, or to its knowledge, threatened against it.

8.3 No Breach. Neither the execution and delivery of this Agreement, nor compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent which has not been obtained as of the Effective Date under its charter or by-laws, any Governmental Requirement, or any agreement or instrument to which it is a Party or by which it is bound or to which it or its Properties are subject or constitute a default under any such agreement or instrument.

8.4 Authority. It has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by it of this Agreement has been duly authorized by all necessary corporate action on its part; and this Agreement constitutes the legal, valid and binding obligations of such Person, enforceable against such Person in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain same may be pending.

8.5 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by it this Agreement or for the validity or enforceability thereof.

8.6 Seller's Reserves. Seller owns, leases or controls mineral interests containing reserves in seams sufficient in quality and quantity to supply the coal required by this Agreement (the "Coal Property") and Seller hereby expressly dedicates to Buyer sufficient reserves of coal meeting the Specifications and lying on or in the Coal Property so as to fulfill the quantity requirements pursuant to this Agreement.

8.7 No Other Representations and Warranties. Buyer and Seller acknowledge that each of them have entered into this Agreement and is contracting for the Coal to be supplied by Seller and purchased by Buyer based solely upon the express representations and warranties set forth in this Agreement.

ARTICLE 9 - ADDITIONAL COVENANTS

Remaking of Representations and Warranties. Each Party covenants that it will cause its respective representations and warranties in Article 8 to remain true and correct throughout the Term.

ARTICLE 10 - DEFAULT; REMEDIES

10.1 Event of Default. An "Event of Default" shall mean, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this Section 10.1 (the "Defaulting Party"):

10.1.1 the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within three Business Days after Notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party") and *provided* the payment is not the subject of a good faith dispute as described in Section 6.1 of this Agreement; or

10.1.2 any representation or warranty made by the Defaulting Party in this Agreement shall at any time prove to have been false or misleading in any material respect; or

10.1.3 the failure by the Defaulting Party to perform any covenant set forth in this Agreement (other than the events that are otherwise specifically covered in this Section 10.1 as a separate Event of Default), and such failure is not excused by Force Majeure or cured within five Business Days after Notice thereof to the Defaulting Party; or

10.1.4 the Defaulting Party shall be subject to a Bankruptcy Proceeding; or

10.2 Remedies Upon an Event of Default. (a) If an Event of Default occurs with respect to a Defaulting Party at any time during the Term, the Non-Defaulting Party may, for so long as the Event of Default is continuing, (i) establish by Notice to the Defaulting Party a date (which shall be no earlier than the date of such Notice) ("Early Termination Date") on which this Agreement shall terminate and withhold any payments due in respect of this Agreement; and/or (ii) suspend performance of its obligations under this Agreement until the Event of Default is cured. If an Early Termination Date has been designated, the Non-Defaulting Party shall in good faith determine the payment owed under Section 10.2(b) below resulting from the termination of this Agreement (the "Termination Payment").

(b) The Termination Payment shall be the positive difference, if any, obtained by subtracting (i) the Non-Defaulting Party's Gains from (ii) the sum of the Non-Defaulting Party's Losses and Costs. The Losses, Costs and Gains shall be determined by comparing the value of the remaining Term, Contract Quantity and Contract Prices under this Agreement had it not been terminated to the equivalent quantities and relevant market prices for the remaining term under a replacement contract. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from leading dealers in coal purchase and sale contracts and other bona fide third party offers for coal meeting the Guaranteed Specifications, all adjusted for the length of the remaining Term and basis differential. It is expressly agreed that a Party shall not be required to enter into a replacement transaction in order to determine the Termination Payment. The Non-Defaulting Party shall give the Defaulting Party Notice of the amount of the Termination Payment, inclusive of a statement showing its determination of the amount thereof. The Defaulting Party shall pay the Termination Payment to the Non-Defaulting Party in accordance with Article 6.

ARTICLE 11 - NOTICES

All notices, requests, Party Invoices or statements required or permitted under this Agreement shall be in writing (each a "Notice") and shall be delivered by letter, facsimile or other documentary form. Notice by facsimile (with confirmation) or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close in which case it shall be deemed received, at the close of the next Business Day). Notice by overnight mail or courier shall be deemed to have been received two Business Days after it was sent. A Party may change its address by providing Notice of same in accordance with this Article 11.

The initial addresses for the Parties to which Notice may be given are:

If to Seller:

Panther Mining LLC
C/O Enron North America Corp.
1400 Smith Street
Houston, Texas 77002
Attn: Coal Contract Administration
Fax: (713) 646-5977

With a copy to:

Enron North America Corp.
1400 Smith Street
Houston, Texas 77002
Attn: Legal Department
Fax: (713) 646-4842

If to Buyer:

Electric Fuels Corporation
One Progress Plaza
St. Petersburg, FL 33701
Fax: (727) 824-6601

ARTICLE 12 - WAIVERS

No waiver by any Party hereto of any Defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other Default whether of a like kind or different nature.

ARTICLE 13 – LIMITATION OF LIABILITY; DUTY TO MITIGATE; INSURANCE

13.1 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES

OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PARTIES RECOGNIZE THE BUYER IS A CORPORATION FORMED UNDER THE LAWS OF THE STATE OF FLORIDA AND THE SELLER IS A CORPORATION FORMED UNDER THE LAWS OF THE STATE OF DELAWARE, AND THAT NO PAST, PRESENT OR FUTURE SHAREHOLDER, OFFICER, DIRECTOR, OF EITHER PARTY SHALL HAVE ANY PERSONAL LIABILITY FOR ANY OBLIGATION WHATSOEVER OR HOWSOEVER ARISING (INCLUDING UNDER CONTRACT OR IN TORT OR EQUITY) UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY, OR APPLICABLE LAW WITH RESPECT THERETO. NEITHER BUYER NOR SELLER SHALL (I) ASSERT OR SEEK TO ASSERT ANY CLAIM AGAINST, (II) NAME IN ANY CIVIL ACTION OR PROCEEDING OR ARBITRATION, OR (III) SEEK OR OBTAIN ANY JUDGMENT, ORDER OR DECREE AGAINST ANY SHAREHOLDER, OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OF BUYER OR SELLER, WITH RESPECT TO MATTERS ARISING FROM THIS AGREEMENT.

13.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement except that neither Party shall be required to enter into a replacement transaction as provided under this Agreement.

13.3 UCC. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of the state whose laws shall govern this Agreement shall be deemed to apply to this Agreement and Coal shall be deemed to be a "good" for purposes of the UCC. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

13.4 Insurance. Seller represents to and covenants with Buyer that it has obtained and will maintain or cause to be maintained at its expense:

(i) At a minimum, Automobile Liability Insurance applying to owned, non-owned and hired vehicles with a limit of $1 Million combined single limit coverage per occurrence. Additionally, Umbrella Liability coverage with a minimum of $1 Million limit per occurrence is desired.

(ii) Workers' Compensation, Employees' Liability insurance with a minimum of $500,000 Accident, $500,000 Disease and $500,000 Employee coverage.

(iii) Employers' Liability Insurance with a minimum of $1 Million coverage per claim.

ARTICLE 14 – GOVERNING LAW; DISPUTE RESOLUTION; ARBITRATION

14.1 Governing Law. This Agreement (including, but not limited to, the validity and enforceability hereof) shall be governed by, and construed in accordance with, the laws of the State of West Virginia, other than the conflict of laws rules thereof.

14.2 Arbitration. ANY AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY OR TERMINATION, SHALL BE REFERRED TO AND FINALLY RESOLVED BY BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND CONDUCTED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION COMMERCIAL ARBITRATION RULES, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE INTO THIS CLAUSE. THE NUMBER OF ARBITRATORS SHALL BE THREE, EACH PARTY HAVING THE RIGHT TO APPOINT ONE ARBITRATOR, WHO SHALL TOGETHER THEN APPOINT A THIRD NEUTRAL ARBITRATOR WITHIN 30 DAYS IN ACCORDANCE WITH THE RULES. THE THIRD ARBITRATOR SHALL BE A PERSON WHO HAS FIVE YEARS OR MORE EXPERIENCE IN THE RELEVANT INDUSTRY. THE PLACE OF ARBITRATION SHALL BE JACKSONVILLE, FLORIDA WHERE ALL HEARINGS AND MEETINGS SHALL BE HELD. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE IN ENGLISH. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT OF APPEAL TO ANY COURT HAVING JURISDICTION ON ANY QUESTION OF FACT OF LAW. THERE WILL BE NO WRITTEN TRANSCRIPT OR RECORD OF THE ARBITRATION PROCEEDING. THE ARBITRATORS WILL ONLY MAKE THEIR AWARD AND WILL NOT RENDER A WRITTEN OPINION EXPLAINING THEIR AWARD. IT IS EXPRESSLY AGREED THAT THE ARBITRATORS SHALL HAVE NO AUTHORITY TO AWARD ATTORNEY'S FEES, OR CONSEQUENTIAL, SPECIAL, INDIRECT, TREBLE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE UNDER ANY CIRCUMSTANCES, EXCEPT IN CASES OF FRAUD AND INTENTIONAL ACTS AND OMISSIONS, REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER APPLICABLE LAW, OR FEDERAL LAW, OR UNDER THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY WAIVING THEIR RIGHTS, IF ANY, TO RECOVER ATTORNEY'S FEES AND CONSEQUENTIAL, SPECIAL, INDIRECT, TREBLE, EXEMPLARY AND PUNITIVE DAMAGES WITH RESPECT TO THE AGREEMENT EXCEPT IN CASES OF FRAUD AND INTENTIONAL ACTS AND OMISSIONS. ANY ATTORNEY'S FEES OR CONSEQUENTIAL, SPECIAL, INDIRECT, TREBLE, EXEMPLARY OR PUNITIVE DAMAGES AWARDED IN CASES OF FRAUD OR INTENTIONAL ACTS AND OMISSIONS SHALL BE LIMITED TO THE PRODUCT OF

THREE TIMES THE "VALUE" OF THIS AGREEMENT. THE "VALUE" OF THIS AGREEMENT SHALL BE THE PRODUCT OF THE NUMBER OF TONS TO BE DELIVERED DURING THE TERM OF THIS AGREEMENT MULTIPLIED BY THE PURCHASE PRICE PER TON. ANY AND ALL OF THE ARBITRATOR'S ORDERS AND DECISIONS MAY BE ENFORCEABLE IN, AND JUDGEMENT UPON ANY AWARD RENDERED IN THE ARBITRATION PROCEEDING MAY BE CONFIRMED AND ENTERED BY, ANY COURT HAVING JURISDICTION. THE PARTIES AGREE THAT ALL ARBITRATION PROCEEDINGS CONDUCTED HEREUNDER AND THE DECISION OF THE ARBITRATORS SHALL BE KEPT CONFIDENTIAL AND NOT DISCLOSED, EXCEPT TO A PARTY'S AFFILIATES, ACCOUNTANTS, AND LAWYERS, OR TO THE EXTENT NECESSARY TO ENFORCE THE DECISION.

ARTICLE 15 - ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including the Schedules hereto constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressly stated in this Agreement. Except for any matters which, in accordance with the express provisions of this Agreement, may be resolved by verbal agreement between the Parties, no amendment, modification or change herein shall be enforceable unless reduced to writing, executed by both Parties and specifically referencing this Agreement.

ARTICLE 16 - ASSIGNMENT; BINDING EFFECT

16.1 Assignment. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party (and without relieving itself from liability hereunder), (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; or (b) transfer or assign this Agreement to any Person succeeding to all or substantially all of the assets of such Party; *provided, however,* that in each such case any such assignee shall agree in writing to be bound by the terms and conditions hereof. In addition, Buyer may, without the need for consent of Seller (and without relieving Buyer from liability hereunder) transfer or assign this Agreement to an Affiliate of Buyer.

16.2 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. No assignment or transfer permitted hereunder shall relieve Seller or Buyer of any of their respective obligations under this Agreement.

ARTICLE 17 - NO PARTNERSHIP, THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall be construed or constitute any Party as the employee, agent, partner, joint venturer or contractor of any other Party. This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and their permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

ARTICLE 18 - SURVIVAL

All indemnity and audit rights shall survive the delivery of the Contract Quantity in full and any termination of this Agreement or any of the Parties rights hereunder for a period of two years. All obligations provided in this Agreement shall remain in effect for the purpose of complying herewith. To the extent that any payments made by a Party hereunder are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then to such extent, such Party shall remain liable for such amounts as if such payment or proceeds had not been received.

ARTICLE 19 - SEVERABILITY

Except as otherwise stated herein, any provision or article hereof that is declared or rendered unlawful by any applicable court of law or regulatory agency, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under this Agreement.

ARTICLE 20 – CAPTIONS; SCHEDULES

The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement. Any and all Schedules referred to in this Agreement are, by such reference, incorporated herein.

ARTICLE 21 - CONFIDENTIALITY

The Parties agree that the terms of this Agreement are intended to be confidential and are not to be discussed with or disclosed to any other Person, except: (a) with the express prior written consent of the other Party hereto; (b) as may be required or appropriate in response to any summons, subpoena, or discovery order or to comply with any applicable law, order, regulation, or ruling; or (c) to the Parties' Affiliates and the directors, employees, advisors, lenders, counsel, accountants, representatives and prospective purchasers of the Parties and their Affiliates solely for the purpose of evaluating, negotiating, and consummating the transactions contemplated by the Parties under this Agreement and who agree to maintain the confidentiality thereof; provided, each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure and use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation, provided that all monetary damages shall be limited to actual damages in accordance with Section 13.1.

ARTICLE 22 - COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which shall constitute one Agreement binding on the Parties, notwithstanding that both Parties are not signatory to the same counterpart. This Agreement shall be deemed executed when each Party has received a copy of the signature page, including any electronically transmitted facsimile, bearing the signature of the other Party.

ARTICLE 23 – ACCESS

Buyer and/or its designated representatives(s) (including but not limited to its agents, auditors, consultants or engineers), will have at all reasonable times, access to the mine(s) producing coal for shipment under this Agreement to all support facilities, and to all records pertaining to the coal reserves covered by this Agreement; to the production records pertaining to the coal reserves covered by this Agreement; to the production records of the coal produced for shipment under this Agreement; and to all cost records necessary to determine whether or not Seller has a right to terminate this Agreement pursuant to Section 3.6. In the event that Seller denies Buyer or Buyer's representatives(s) such access, Buyer and Seller agree that Buyer will have the right to injunctive relief compelling Seller to grant such access to Buyer.

IN WITNESS WHEREOF, Buyer and Seller have entered into this Agreement as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

"AGENT":

ENRON NORTH AMERICA CORP.

AS AGENT FOR PANTHER MINING LLC

By: _____ WEG

Its: VP.

"SELLER"

PANTHER MINING LLC
By: Cline Resource and Development, its Manager

By: Timothy Elliott

Its: Treasurer

"BUYER":

ELECTRIC FUELS CORPORATION

By: Alvin M. Edwards

Its: Vice President - Coal Procurement

SCHEDULE 4.1

SPECIFICATIONS
(ASTM – as received basis)
(Weekly Weighted Average)

CHARACTERISTIC	STANDARD
Total Moisture:	Less than or equal to 7.0%
SO_2/MMBtu:	Less than or equal to 1.2 lbs.
Ash:	Less than or equal to 8.0%
Initial Ash Fusion Temperature:	Greater than or equal to 2700°F
Volatile Matter:	Greater than or equal to 32%
Gross Calorific Value:	At least 13,200 Btu/lb.
Grindability (HGI):	45 typical
Size:	Screened bituminous coal 2" x 0" with a maximum of 50% less than 1/4"

SCHEDULE 4.3

SAMPLING AND WEIGHING

Buyer shall cause all trucks delivered to be augered to obtain a representative sample of a shipment (all trucks delivered in a Day, a "Shipment"). Each sample shall be analyzed at Buyer's expense by CT& E or another independent commercial laboratory appointed jointly by Buyer and Seller. Samples representing each Shipment and its analysis thereof, subject to the provisions set forth below, shall be used to determine premiums or penalties pursuant to Schedule 5.1 and any rejection rights pursuant to Section 5.2. Each sample shall be collected and analyzed in accordance with the methods approved by ASTM, and the results of such analysis reported to Buyer and Seller. All such samples will be divided into three parts and placed in separate airtight containers. One part of each sample will be analyzed by CT&E or the independent laboratory. The second part (or "referee" sample) will be retained by CT&E or the independent commercial laboratory for a period of 30 Days after such sample is taken. The third part shall be for Buyer's disposition.

Either party, at its sole expense, shall have the right at any time within 30 Days after a sample is analyzed to arrange for a mutually agreeable commercial laboratory to perform an analysis in accordance with these procedures. The results of the referee split analysis will represent the Shipment in question for all purposes of this Agreement. Each Party's representative may at any time observe sampling and analysis operations and procedures, whether performed by Seller, Buyer or Buyer's representative.

Shipments will be weighed at Buyer's expense by means of a certified scale (the "Weighing System"), and subject to the provisions set forth below, the weights determined thereby will be the basis on which Invoices will be rendered and payments made hereunder. All Shipments delivered will be weighed by the certified Weighing System at the Delivery Point. The Weighing System used to determine such weight shall be operated and certified in accordance with the State of West Virginia Department of Weights and Measures. Scales shall be certified at intervals of approximately six months in accordance with the applicable Weighing Standards. Prior to the first Shipment of Coal and during the term of the Agreement, Buyer shall provide Seller with copies of the results of the most recent and current test of the Weighing Systems performed in accordance with the Weighing Standards. Buyer shall make reasonable and best efforts to give Seller Notice of the anticipated time of a Weighing System certification test. Seller shall have the right to have a representative present at any time and all times to observe the weighing of the Coal and/or the Weighing System certification. If either Party should at any time question the accuracy of the Weighing System, such Party may request a prompt test, and if necessary, adjustment of such Weighing System, the results of which shall be certified in accordance with the Weighing Standards, all at the requesting Party's expense. If any inspection reveals an error in weight in excess of plus or minus one percent (1%), weights for all Coal shipped since the last preceding test and then divided by two shall be adjusted by the amount of the error shown. If such inspection reveals error in weights in excess of one percent (1%), the Party which benefited from such error shall bear the cost of such inspection and adjustment. The weight thus determined by such Weighing System shall be accepted as the quantity of Coal.

SCHEDULE 5.1

QUALITY PREMIUM/PENALTY ADJUSTMENTS

Premiums and penalties for each Shipment of Coal accepted by Buyer shall be calculated pursuant to this Schedule 5.1 as follows:

1. Base Calorific Value Adjustments.

If it is determined in accordance with Schedule 4.3 that the weighted average actual (as-received basis) calorific value of any Shipment accepted by Buyer is other than the Base Calorific Value (as defined below), Buyer shall calculate a premium or penalty based on the Contract Price for each Shipment as follows:

$$\text{Base Calorific Value Adjustment} = \frac{|(\text{Actual Calorific Value}) \textit{ minus } (\text{Base Calorific Value})| \text{ X } (\text{Contract Price - Trucking Costs})}{\text{Base Calorific Value}}$$

where:

Actual Calorific Value = Shipment average Btu/lb from the relevant Delivery Point

Base Calorific Value = 13,200 Btu/lb

Contract Price = [redacted]

The amount of the premium or penalty to be paid shall equal the total Tons delivered in each Shipment multiplied by the applicable Base Calorific Value Adjustment. If the product of the above is a negative value, a penalty is payable by Seller to Buyer, and if the product of the above is a positive value, a premium is payable from Buyer to Seller. Premiums and penalties for Shipments over each Month shall be netted against each other at the end of the Month, with the net premium or net penalty (as the case may be) invoiced by the Seller or the Buyer, as the case may be, as provided in Section 6.1.

2. SO^2 Penalty:

If it is determined that the Sulfur content of a Shipment of Coal is less than 1.20 lb., Buyer shall calculate and add a premium in the amount of $0.025 times each one hundredth of a percentage (0.01%) by which such Sulfur content is less than 1.20 lb per MMBtu's.

Premiums under this Section 2 of Schedule 5.1 shall be added to amounts owed to Seller as provided in Section 6.1.

SCHEDULE 5.2

COAL REJECTION SPECIFICATIONS
(ASTM — as received basis)

Coal is subject to rejection based on the following specifications (the "Rejection Limits"):

Characteristic	Specification
SO_2/mmBtu:	More than 1.2 lbs.
Ash	Greater than 10.0%.
Volatility	Less than 30%
Btu	Less than 12,800

1/c

BLACK HAWK SYNFUEL LLC
AS AGENT FOR NEW RIVER SYNFUEL LLC
SALES ORDER

Main & River, P.O. Box 308
Ceredo, West Virginia 25507

SELLER/PHONE NO.
BLACK HAWK SYNFUEL LLC
MAIN & RIVER
P.O. BOX 308
CEREDO, WV 25507
304-526-0700

BUYER/PHONE NO.
PROGRESS FUELS CORPORATION
One Progress Plaza/P.O. Box 15208
St. Petersburg, FL/33733
ATTN: Dennis Edwards, VP Coal Procurement
727-824-6673

We agree to sell and you agree to purchase Synfuel with the following guaranteed specifications, subject to EFC's letter dated 05/01/02, and the terms and conditions set forth below and attached.

SHIPMENTS		PAYMENTS	
Ship from: KRT's Marmet or Quincy Dock		*Sales Order No:* **600636**	
Stockpile number:		*Date issued:*	May 1, 2002
Shipping period:	May 1, 2002 - Oct.31, 2003	*Payment terms:*	Upon Receipt Of Invoice.
Effective date:	May 1, 2002	Quality Adjustments: Btu @ [redacted] Pro rata based upon a 12500 Guarantee.	
Transportation paid by:	Seller		

TONNAGE	SIZE	MINE NAME	BASE PRICE PER TON FOB Barge	PIT
Up To 950,000 tons SEE SPECIAL INSTRUCTIONS BELOW	Synfuel	2002-2003 Price	[redacted]	

QUALITY SPECIFICATIONS				
	GUARANTEE	REJECT	ADJUSTMENTS	
Moisture:	8.00%	>10.0%	*Moisture:*	
Ash:	12.00%	>13.5%	*Ash:*	N/A
Sulfur-%	0.68	>0.68	*Sulfur/SO_2:*	N/A
Btu:	12,500	<12000	*Btu:*	See Above
VOL:	31%	<29.0%	*Other:*	

WEIGHT DETERMINATION		ANALYSIS DETERMINATION	
Scaled Weight:	N/A	*Sampled at:*	Quincy Dock
Draft Survey:	Commercial Testing	*Sampled by:*	Commercial Testing

SPECIAL INSTRUCTIONS: All Guaranteed quality, excepting SO2, will be determined on a monthly composite. SO2 will be based on a per shipment basis. For additional terms and conditions, see attached. *Buyer and Seller have agreed that this Sales Order in combination with Sales Order 9011 shall have* a maximum tonnage of 950,000 total tons to be shipped from either Marmet or Quincy Docks.

ACCEPTED BY:
Seller

A.W. PITCHER
VICE PRESIDENT SALES

APPROVED BY:
Buyer

Dennis G. Edwards
VICE PRESIDENT-CSX/BARGE COAL PROCUREMENT

TERMS AND CONDITIONS
MADE A PART OF
SYNFUEL SALES ORDER 600636

These Terms and Conditions shall be a part of, and incorporated in, the above identified Sales Order. Commencement of deliveries by Seller shall constitute acceptance, by Buyer, of all the terms on the face of this Sales Order as well as all of the following Terms and Conditions even in advance of Buyer's signature.

Should Buyer become insolvent, or a voluntary or involuntary petition is filed as to Buyer under the Untied States Bankruptcy Code, or a receivership or similar proceeding be filed as to Buyer, or if Buyer shall fail to pay Seller as and when required by this sales order, the Seller may, at its option and in its sole discretion anytime thereafter upon giving written notice, terminate this Sales Order in whole or in part. The foregoing remedy of Seller is not to be considered exclusive, but shall be cumulative and be in addition to any other remedies of Seller as provided herein. At Sellers option and sole discretion, upon notice to Buyer, this Sales Order may also be terminated if (i) the tax credits under Section 29 of the Internal Revenue Code of the United States ("Section 29") arising from the production and sale of synthetic fuel (Synfuel") from Sellers synthetic fuel production facility (the "Facility") are unavailable to, or are materially reduced with respect to Seller or any member or affiliate of Seller, due to a change in law, regulation, or official position of the IRS, whether such change is announced or written, (ii) the Internal Revenue Service disallows or rejects any material portion of such Section 29 tax credits arising from the production, including changes in allowed production capacity, and sale of Synfuel by Seller, or Seller shall reasonably conclude that it is more likely than not that the Internal Revenue Service will disallow or reject a material portion of such Synfuel tax credits, or (iii) Seller or any member or affiliate thereof shall reasonably determine, in its sole discretion, for any reason, that a material portion of the Section 29 tax credits arising from the production and sale of Synfuel, in any current or future period, will not be realized due to insufficient tax liability of Seller or such member or affiliate.

In the case of a Section 29 Event, the Seller shall also have the option to suspend or reduce shipments and Seller shall state in the aforesaid Notice it's election to: (i) terminate this Purchase Order; or (ii) suspend this Purchase Order for a stated period of time; or (iii) reduce the tonnage to an amount acceptable to Seller in its sole discretion. If Seller gives notice of a suspension or reduction as aforesaid and during the Term hereof Seller subsequently determines such Section 29 Event no longer exists, Seller may revise, modify or retract the prior notice, by giving notice thereof to Buyer. Any such notice of revision, modification or retraction shall not prevent Seller from subsequently giving notice(s) of a Section 29 Event, or further revision, modification or retraction, as Seller determines appropriate.

The Seller and Buyer shall be excused from the performance of any obligation hereunder when the cause of such non-performance is force majeure which shall be construed to include the event of war, fire, flood, strike, labor trouble, from whatever cause arising and whether or not the demands of the employees are reasonable and within the party's power to concede, accident, riot, acts of God, breakdown of or damage to the Facility, plant or equipment, any contingencies of

like or different character beyond the reasonable control of either party interfering with the production, including changes in the production capacity allowed by the IRS, supply of, or transportation of the goods covered herein, or by compliance with order or request of a state or federal court of competent jurisdiction or the United States or any state, or any officer, department, agency, or committee thereof, or by compliance with a request of any purchase for purpose of national security. Force majeure shall also include the inability of Seller to obtain on reasonable price and terms reasonably satisfactory feedstock, binders, or other raw materials or incidental products for use in Sellers production of synthetic fuel, including the timely performance of the suppliers of such feedstock, Chemical Change Agents (CCA), and other raw material or incidental products, the inability of Seller to obtain all government permits related to the operation of Seller's synthetic fuel production facility or the revocation or suspension of such permits (where such inability to obtain, revocation, or suspension is not due to negligence or willful misconduct of Seller).

The party affected shall provide prompt written notice of such claim of force majeure with reasonable full particulars concerning it, including its expected duration. Thereupon, the obligation of the party giving such notice so far as they are affected by the force majeure shall be suspended during, but not longer than the continuation of the force majeure. The party affected shall endeavor to remedy the force majeure event with all reasonable diligence but shall not be required to agree to the settlement of strikes, walkouts, or other labor difficulties by the party involved, contrary to its wishes, and the handling of all such difficulties shall be entirely within the discretion of the party concerned. The periods of time attributable to force majeure under this Sales Order shall not be computed in any manner, which would extend the term of this Sales Order except the date of Buyer's performance may be extended for a period of time equal to the length of delay caused by force majeure at the option of Seller. Such extension shall be conditional upon Buyer giving prompt written notice to Seller of the occurrence causing the delay and its expected duration.

Tonnage deficiencies resulting from a force majeure event shall be made up by mutual agreement.

The parties recognize that, during the continuance of this Purchase Order, legislative or regulatory bodies or the courts may adopt environmental laws, regulations, policies and/or restrictions which will make it impossible or commercially impracticable for Buyer to utilize the Synfuel or Seller to produce the Synfuel to be delivered hereunder for the intended purpose. If as a result of the adoption of such laws, regulations, policies, or restrictions, or change in the interpretation or enforcement thereof, Buyer or Seller decides that it will be impossible or commercially impracticable (uneconomical) to utilize or produce the Synfuel to be delivered hereunder, the Buyer or Seller shall so notify the other party, and thereupon Buyer and Seller shall promptly consider whether corrective actions can be taken in the production, handling, preparation or utilization of Synfuel; or the preparation, handling and/or utilization of the Synfuel at the generating stations of Buyer or Buyer's customer; or the production of Synfuel at the Synfuel plant. If in either Seller's or Buyer's judgment such actions will not, without unreasonable expense to either party, make it possible and commercially practicable to utilize or produce the Synfuel without violating any applicable law, regulation, policy or order, Buyer or

Seller shall have the right, upon the later of 30 days notice to either party or the effective date of such restriction, to terminate this Sales Order without further obligation hereunder on the part of either party.

Buyer shall not, without Seller's prior written consent, which consent will not unreasonably be withheld, (i) make any assignment or transfer of this Sales Order, by operation of law or otherwise, including without limitation any assignment, encumbrance or transfer as security for any obligation, or (ii) assign or transfer the right or duty to perform any obligation of Buyer hereunder. Buyer may assign this Sales Order to an affiliate of Buyer, or as part of a merger or consolidation involving Buyer provided, however, that in the case of an assignment to an affiliate, Buyer shall remain liable for the performance and for the obligations of the assignee.

Buyer will not sell, supply, or deliver Synfuel purchased under this Agreement to any other entity without prior approval from Seller, which approval will not be unreasonably withheld, Buyer must provide Seller with the identity of the other entity, and written assurance that it has disclosed to the other entity that this is a Synfuel product. Further, Purchaser shall (i) not sell, supply, or deliver any Synfuel hereunder to any company of which 50 percent or more of the ownership is held, directly or indirectly, by Progress Energy, (ii) include a provision in any sales agreement with any other entity that Seller is a third party beneficiary of such sales agreement and may enforce the provisions of this paragraph directly against such other entity and (iii) require any other entity that may become owner, receiver or consumer of Synfuel shipped under this Agreement to fully comply with the provisions of this paragraph.

The terms and provisions hereof shall be construed and enforced in accordance with the laws of the state of West Virginia.

Each party shall maintain the terms of this Sales Order and any information or data relating hereto, including site visits, in confidence and, except as may be required by law, shall not disclose such information or data or any other information concerning the performance or administration of this Purchase Order to any other party other than a party's officers, directors, members, employees, contractors, agents, attorneys, accountants or financial advisers who have a need to have access thereto or as required by applicable law, regulation or judicial or governmental order. If either party is required to disclose any information required by this Section to be maintained as confidential in a judicial, administrative or governmental proceeding, such party shall give the other party at least ten (10) days prior written notice (unless less time is permitted by the applicable proceeding) before disclosing any such information in any such said proceeding and, in making such disclosure, the party required to disclose the information shall disclose only that portion thereof required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, including obtaining protective orders and supporting the other party in intervention. Nothing contained herein shall obligate either party to disclose to the other party any information that would be prohibited from disclosure under confidentiality agreements with third parties, including, without limitation, licenses; and any such information shall only be disclosed to the other party after appropriate confidentiality agreements have been entered into or appropriate consents obtained. The terms and provisions of this Section shall survive the termination of this Sales Order for a period of two (2) years.

Further (a) Notwithstanding any provision in this Sales Order to the contrary, neither party shall be liable hereunder for incidental, special, punitive, consequential or other indirect loss or damage, or for lost profits, business, tax credits or any other special or incidental loss or damage. The parties further agree that the waivers and disclaimers of liability expressed in this Sales Order shall survive termination of this Sales Order, and shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability or breach of warranty of any party released or whose liabilities are waived or disclaimed. Except as otherwise provided, neither party makes any warranties or guarantees to the other, either express or implied, with respect to the subject matter of this Sales Order, and both parties disclaim and waive any implied warranties regarding the fitness of the Synfuel for a particular purpose or warranties imposed by law. (b) Notwithstanding any provision of the Sales Order to the contrary, the parties recognize the Buyer is a Company formed under the laws of the State of _____ and the Seller is a Limited Liability Company formed under the laws of the State of Delaware, and that no past, present or future shareholder, officer, director, member or manager of either party shall have any personal liability for any obligation whatsoever or howsoever arising (including under contract or in tort or equity) under or with respect to this Sales Order or the transaction contemplated hereby, or applicable law with respect thereto. Neither Buyer nor Seller shall (i) assert or seek to assert any claim against, (ii) name in any civil action or proceeding or arbitration, or (iii) seek or obtain any judgment, order or decree personally against any member, manager, shareholder, officer, employee, agent or representative of Buyer or Seller, with respect to Buyer's or Seller's obligations under this Agreement.

If Buyer and Seller are each required to pay any amount to each other, then such amounts with respect to each other may be aggregated and the Buyer and Seller may discharge their obligations to pay through netting, in which case the Buyer or Seller, if any, owing the greater aggregate amount may pay to the other party the difference between the amounts owed. The Buyer or Seller reserves to itself all rights, setoffs, counterclaims, and other remedies and defenses consistent with this Sales Order, to the extent not expressly herein waived or denied, which the Buyer or Seller has or may be entitled to arising from or out of this Sales Order. The obligations to make payment under this sales order may be offset against each other, setoff or recouped there from. For the purpose of this section only, Buyer and Seller shall also mean any affiliates, subsidiaries, or other related entities of Buyer and Seller.

In the event that any new law, tax, assessment or fee, change or interpretation of any such existing law, tax, assessment or fee is during the term of this Sales Order, placed on Synfuel products, from any federal, state or local authority which law(s) is not currently effective on the date of this Agreement (as defined below) which increase Seller's costs, Seller reserves the right to adjust the price of Synfuel to include the impact of such law, tax, assessment, or fee. Seller shall calculate the impact of the change of such law, tax, assessment, or fee and provide such calculation to the Buyer (the "Adjustment"). The Adjustment shall be effective on the Effective Date of such new law, tax, assessment, or fee. Should such adjustment be unacceptable to Buyer, or if Seller decides not to pay such taxes whether acceptable to Buyer or not, either Buyer or Seller shall have the right to terminate its obligation under the Agreement without further

obligation under the Agreement, except as to shipments, deliveries, or other liabilities incurred prior to such Termination Date.

Additionally, Buyer represents to and covenants with Seller that it has obtained and will maintain or cause to be maintained at its expense:

A) At a minimum, Automobile Liability Insurance applying to owned, nonowned and hired vehicles with a limit of $1 Million combined single limit coverage per occurrence. Additionally, Umbrella Liability coverage with a minimum of $1 Million limit per occurrence is desired.

B) Workers' Compensation, Employees' Liability insurance with a minimum of $500,000 Accident, $500,000 Disease and $500,000 Employee coverage.

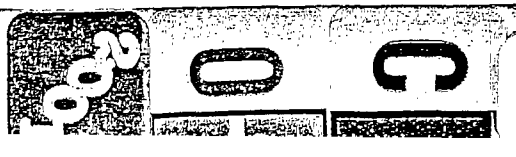
C) Employers' Liability Insurance with a minimum of $1 Million coverage per claim.

As used herein the "Agreement" shall consist of (i) the document(s) containing the understanding between the parties (including but not limited to the Sales Order, any Confirmation, Notice, or Contract which contains the provisions of this arrangement, or any other instrument duly negotiated between the Buyer and the Seller) including all modifications shown thereon; and (ii) these Terms and Conditions. In the event of an inconsistency between any documents comprising the Agreement, the Terms and Conditions herein described shall prevail over any of the other provisions included in the Agreement. Neither party hereto shall claim any amendments, modifications, or release from any of the provisions hereof unless the same is in writing, signed by each of the parties hereto and specifically states the same is an amendment to these Terms and Conditions. Waiver by either party of any part of Terms and Conditions shall not be construed as a waiver of any other breach.

These Terms and Conditions may be executed in any number of counterparts, including by means of facsimile signatures, each of which shall be an original, but all of which together shall constitute one and the same instrument.

AGREED TO AND ACCEPTED THIS 1st DAY OF May, 2002

"Buyer"	"Seller"
By: Jerry H. Edwards	By:
Its: Vice President CSX/Barge Coal	Its: Vice President - Sales



Exec Doc

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

October 18, 2001

Mr. William G. Rieland
Vice President, Sales
CONSOL Energy, Inc.
Consol Plaza
1800 Washington Road
Pittsburgh, Pennsylvania 15241-1421

Dear Mr. Rieland:

Enclosed is one fully-executed original of the *Agreement for the Sale and Purchase of Coal between Electric Fuels Corporation and CONSOL of Kentucky Inc. and CONSOL Sales Company* for your files.

Electric Fuels Corporation appreciates your assistance in completing this arrangement and looks forward to working with your fine company.

Sincerely,

Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

Enclosure

cc/enc: Mr. Dennis P. Duffy



CONSOL ENERGY.

CONSOL Energy Inc.
Consol Plaza
1800 Washington Road
Pittsburgh, PA 15241-1421

phone: 412/831-4032
fax: 412/831-4594
e-mail: billrieland@consolenergy.com
web: www.consolenergy.com

WILLIAM G. RIELAND
Vice President - Sales

October 15, 2001

Mr. Dennis Edwards
Electric Fuels Corporation
P.O. Box 15208
St. Petersburg, FL 33733

Dear Mr. Edwards,

Enclosed please find two original executed copies of the Agreement between Electric Fuels and CONSOL. Please return one fully executed original copy to my attention.

Regards,

William G. Rieland

wgr-85:lh

Enclosure

DB
Plb 1) witness
2) Return one original to Bill
3) cc DMD MJK FML WDC RFP mo - 2nd 3rd Dale Dennis Jeff - with other original to cc
TT
DB

AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

BETWEEN

ELECTRIC FUELS CORPORATION

AND

CONSOL OF KENTUCKY INC.

AND

CONSOL SALES COMPANY

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AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the ___ day of,_____ 2001, between ELECTRIC FUELS CORPORATION, a Florida corporation, 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida, 33701 (hereinafter "PURCHASER") and CONSOL OF KENTUCKY INC. and CONSOL SALES COMPANY, Delaware corporations, 1800 Washington Road, Pittsburgh, Pennsylvania, 15241 (hereinafter, collectively, "SELLER"),

WHEREAS, PURCHASER does supply coal to Florida Power Corporation, a Florida corporation (hereinafter "FPC"), under a long-term purchase and sale agreement for use as fuel at FPC's Crystal River Units No. 1 and No. 2 near Red Level, Citrus County, Florida (hereinafter "FPC's generating units"); and

WHEREAS, PURCHASER desires to purchase and SELLER desires to mine and sell coal for use as fuel in FPC's generating units;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as herein stated and intending to be legally bound, PURCHASER and SELLER agree as follows:

1.01 Mutual Obligations. SELLER agrees to mine, sell and deliver to PURCHASER, and PURCHASER agrees to buy from SELLER, coal of the quality and in the quantities and on the terms and conditions set forth below.

1.02 Warranty and Dedication of SELLER'S Reserves. SELLER represents and warrants that SELLER owns, leases or controls mineral interests containing reserves in seams sufficient in quality and quantity to supply the coal covered by this Agreement (hereinafter the "Coal Property"). SELLER hereby expressly dedicates to PURCHASER sufficient reserves of coal meeting the quality specifications hereof and lying on or in the Coal Property so as to fulfill the quantity specifications hereof.

1.03 Quantity. During the term hereof, the quantity of coal to be delivered hereunder shall be 1,000,000 tons per calendar year.

1.04 Term. The initial term of this Agreement will commence on January 1, 2002, and will continue in effect for a period of thirty-six (36) months. Provided that (i) PURCHASER continues to have an exclusive coal supply agreement with FPC at FPC's generating units (ii) PURCHASER and SELLER are in compliance with the terms of this Agreement and (iii) PURCHASER and SELLER are able to negotiate a new Base Price to be effective on January 1, 2005 by November 1, 2004, then the term of this Agreement shall be automatically extended for an additional twenty-four (24) months. PURCHASER shall notify SELLER immediately upon its becoming aware that its exclusive coal supply agreement with FPC will not be extended beyond December 31, 2004.

1.05 Base Price. A. Base Price. Effective January 1, 2002 through June 30, 2003, the base price per ton of coal, f.o.b. SELLER'S mine loading site, (hereinafter "Base Price") shall be $38.25 per ton, exclusive of any applicable sales or use taxes, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A of this Agreement. The Base Price to be effective July 1, 2003 shall be negotiated by May 1, 2003. Failure to agree upon a new Base Price by such date will result in termination of this Agreement on June 30, 2003 without further liability or obligation of either party hereto other than any liabilities or obligations arising prior to such termination.

B. Government Impositions. During the term of this Agreement, federal, state or other executive, legislative, judicial or regulatory bodies may (1) originate, change, modify or repeal interpretation and/or enforcement of existing legislation, regulations, decisions, orders, taxes, etc. ("Laws") and/or (2) amend or repeal existing Laws, and/or (3) enact or impose new Laws, which may affect SELLER'S costs and, if so, shall result in adjustment(s) to the Base Price pursuant to this Section 1.05 B. The Base Price shall not be adjusted based on changes in corporate net income tax Laws.

Such adjustment(s) shall be effective as of the date of each change in SELLER'S costs resulting from compliance by SELLER with any Laws not in effect, so interpreted or enforced as of July 1, 2001 (the "Base Date"). The full change thus occasioned in SELLER'S costs shall be determined by SELLER, computed in accordance with SELLER'S generally accepted accounting practices consistently applied, and the amount per ton of such change, applied equally to all tons produced, shall be added to or subtracted from the Base Price.

SELLER shall notify PURCHASER in writing of any adjustment to the Base Price, including the effective date and the amount per ton of such adjustment. PURCHASER may refuse all or any part of an adjustment to the Base Price resulting from changes in

Laws by notice to SELLER within thirty (30) days after receipt of SELLER'S notification. In such event, SELLER shall have the option to terminate this Agreement by notice to PURCHASER, effective thirty (30) days from the date of such notice of termination, without further liability or obligation of either party hereto other than any liabilities or obligations arising prior to such termination.

1.06 Billing and Payment. A. Invoicing and Payment. SELLER shall invoice PURCHASER monthly for the coal delivered to PURCHASER during the preceding month at the Base Price as shown in Section 1.05 hereof. Each invoice shall be paid by PURCHASER, by wire transfer to a bank account specified by SELLER, within twenty-two (22) days of the date of the invoice or seventeen (17) days from receipt of the invoice, whichever is later. Adjustments under Appendix A shall be separately stated and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the monthly invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

B. Late Payments. If PURCHASER fails to pay all or any part of any invoice on or before its due date, then such delinquent amount shall bear interest, from such due date until the date such delinquent amount is paid, at 0.5 percent above the rate of interest last publicly announced by Mellon Bank, N.A. as its Prime Rate as of such due date, without prejudice to any other rights or remedies available to SELLER as a result of PURCHASER'S failure to pay such amount when due. If PURCHASER fails to pay all or any part of any invoice on or before its due date, then SELLER shall supply written notice of such delinquency to PURCHASER. If PURCHASER has not cured such delinquency within ten (10) days of receiving notice from SELLER, then SELLER may suspend performance of all its obligations hereunder until such delinquent payment is made, without prejudice to any other rights or remedies available to SELLER.

C. Payment Terms. PURCHASER recognizes that the payment terms set forth in paragraph A. above are based on the financial condition of PURCHASER as of the date of this Agreement. SELLER reserves the right to modify the payment terms herein if at any time during the term of this Agreement there is a material change in the financial condition of PURCHASER.

2.01 Weighing. The net weight of coal sold and delivered hereunder shall be determined by SELLER'S certified scales (if available) at origin. However, if the origin scales are inoperable or are not certified, then the net weight of coal sold and delivered shall be determined by PURCHASER'S certified scales (if available) at FPC's generating units. However, if neither the origin nor FPC's generating units' scales are operable or neither are certified, SELLER, at its expense, shall order weighing by the carrying railroad over certified scales. Such railroad weighing expense shall be as provided in the applicable railroad tariff (herein called the "applicable tariff"). If neither origin, FPC's generating units' nor railroad scales are available, then the weight of the unit train shall be determined by using the average net weight of similarly sized railcars of the five (5) prior unit trains for which certified scale weights are available.

2.02 Delivery and Title. All coal to be supplied under this Agreement shall be from SELLER'S Jones Fork mine located in Floyd, Magoffin and Knott Counties, Kentucky and from its Mill Creek mine located in Deane and Letcher Counties, Kentucky. Upon the prior written approval of PURCHASER, SELLER shall have the right, but in no event the obligation, to supply coal under this Agreement from other sources. Delivery shall commence on or about January 1, 2002, shall be in approximately equal monthly installments and shall be in accordance with a loading schedule mutually agreed upon by

SELLER and PURCHASER. Delivery will be f.o.b. in PURCHASER-provided railcars at the mine's loading point and will be so scheduled as to permit loading in unit train lots in accordance with the terms of the applicable tariff or contract (as defined hereinafter). SELLER shall not be obligated to load a unit train prior to its mutually agreed upon loading date. SELLER shall not be obligated to load any railcar unless such railcar is in loadable condition and is clean and free of coal or other extraneous material. Title to the coal and risk of loss thereof shall transfer to PURCHASER at the time the trains are completely loaded and have been released by SELLER. PURCHASER shall not trade or re-sell coal supplied by SELLER under this Agreement without SELLER'S prior written approval.

2.03 Shipment: Tariffs. Coal sold hereunder will be shipped by rail from SELLER'S unit train loading facilities at Jones Fork and/or Mill Creek to destinations specified by PURCHASER.

SELLER will provide, at its own expense, off-mainline rail trackage sufficient for efficient and dependable loading of unit trains at or near the mine or at another mutually acceptable location. SELLER will be prepared to operate such loading facilities twenty-four (24) hours per day, seven (7) days per week, if and as needed except for mine holidays or vacation periods. In the event rail shipment is to be used directly to FPC's plants, SELLER will be prepared to load unit trains comprised of approximately ninety (90), one hundred (100) ton PURCHASER-supplied coal hopper cars within four (4) hours of their arrival (minimum weight 9,600 tons per 90-car unit train) at such loading facilities or in accordance with the applicable tariff or contract for shipments hereunder. Provided PURCHASER supplies an adequate number of railcars of sufficient capacity at the mine for loading, failure to load PURCHASER'S trains to the 9,600 ton minimum level will result in penalties as described in Section 2.05. In the event PURCHASER elects to ship coal hereunder

through one of the inland river docks, SELLER will be prepared to load unit trains comprised of no less than seventy-five (75) one hundred (100) ton cars (minimum weight 7,500 tons per unit train) within the time span allowed by the applicable tariff or contract.

Shipment of coal under this Agreement shall be made in accordance with the applicable tariff or contracts, which PURCHASER has negotiated with the railroad or other transportation companies for the origins set forth in Section 2.02, in effect on the date of this Agreement. Appendix C outlines SELLER'S loading obligations under PURCHASER'S rail transportation contract as of the date of this Agreement. If the applicable tariff or contract is amended, supplemented or replaced, subsequent shipments of coal shall be made by SELLER in accordance with the terms of the applicable tariff or contract as amended, supplemented or replaced: provided, however, that SELLER shall have the right to terminate this Agreement upon ten (10) days notice to PURCHASER if such amended terms unreasonably disrupt SELLER'S operations at its mines or results in additional cost to SELLER. PURCHASER shall provide SELLER with copies of all new terms of the applicable tariff or contract as soon as they are effectuated.

2.04 Freight Charges. Subject to reimbursement provided by Sections 2.05 and 2.06, PURCHASER shall pay all freight and other charges imposed by the applicable tariff or contract.

2.05 Excess Loading Costs Chargeable to SELLER. If SELLER fails to satisfy the loading requirements of the applicable tariff or contract and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or the applicable tariff or contract, SELLER shall pay PURCHASER or railroad any resulting car detention penalties, demurrage, crew charges or charges for cars not timely loaded to marked capacity which PURCHASER is required to pay under the applicable tariff or contract. In addition,

SELLER shall pay PURCHASER reasonable lost private railcar utilization charges for failure to timely and fully load and/or time lost to unload overloaded railcars of PURCHASER. Examples of these charges are listed in Appendix B. A railcar shall not be considered overloaded if the sum of the stenciled tare weight of the railcar plus SELLER'S certified scale weight for such railcar does not exceed the allowable gross weight.

2.06 Excess Freight Costs Chargeable to SELLER. If SELLER fails to have available sufficient coal to satisfy the quality requirements of Section 3.01 on the regularly scheduled basis referred to in Section 2.02 and thereby fails to satisfy the tonnage requirements of the applicable tariff or contract and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or the applicable tariff or contract, SELLER shall pay PURCHASER any resulting freight charges which PURCHASER is required by the applicable tariff or contract to pay in excess of the amount of such charges that would have been payable with respect to the coal actually shipped had such tonnage requirements been met.

2.07 Payment of Excess Costs to PURCHASER. Any payments required by Sections 2.05 and 2.06 above shall be promptly paid on receipt by SELLER of a written statement from PURCHASER itemizing such charges and showing facts necessary to permit SELLER to verify such charges. At either party's election, such charges may be credited against amounts then owed by PURCHASER to SELLER hereunder.

2.08 Freeze Conditioning. When required by the river transfer terminal, a PURCHASER-approved freeze conditioning material will be applied by SELLER at the rate of two (2) pints per ton. PURCHASER shall pay SELLER the cost per ton of the freeze

conditioning material plus an application fee of $0.10 per ton for such freeze conditioning. Freeze conditioning will not be required on direct rail shipments.

3.01 Coal Specifications. Coal delivered hereunder shall be crushed to two inches (2") by zero inches (0") in size with no intermediate sizes added or removed. It shall be prepared so as to be free of wood and metal and substantially free of bone, slate, shale, fire clay, rock, loose clay and other impurities, as determined by PURCHASER, shall have a temperature below 131 degrees Fahrenheit, and, SELLER represents and warrants, shall have the following per shipment specifications analyzed on an "as-received" basis:

SPECIFICATION	REQUIREMENTS	REJECTION LIMITS
Moisture (Total)	8.0% (maximum)	Over 10.0%
Ash	10.0% (maximum)	Over 11.0%
Sulfur Dioxide	2.1 LB (maximum)	Over 2.2 LB
Volatile	32.0% (minimum)	Under 31.0%
Ash Fusion - Softening (H-1/2W), Reducing	2,500 (minimum)	Under 2,400
Ash Fusion - Initial Deformation	2,500 (minimum)	Under 2,400
Grindability	(1)	(2)
Calorific Value	12,800 Btu/LB (3)	Under 12,400
Fines (minus 1/4 inch)	50% (maximum)	Over 60%

(1) $$HGI_{min} = \left[\frac{525 \times 1000}{Btu / lb}\right]$$

(2) $$HGI_{min} = \left[\frac{496 \times 1000}{Btu / lb}\right]$$

Where:

Btu/lb = The actual Btu per pound of the applicable shipment.

(3) Basis for price adjustment pursuant to Section 1.05.

3.02 Sampling and Analysis. For all coal delivered under this Agreement, SELLER shall collect a representative sample of each shipment from its automatic sampling system

at the mine's loading facility. At its expense, PURCHASER shall appoint a mutually agreeable third party commercial laboratory (the "Laboratory") which, subject to the Laboratory's agreeing to SELLER'S safety and check-in, check-out procedures, shall have access to observe the sampling and collect and analyze a split of such sample.

A. Sampling. Sampling of coal subject to this Agreement shall be performed with an automatic sampling system at the mine's loading point in conformance with the specifications of ASTM Standards D 2234 and D 2013 except for deviations agreed to in writing by PURCHASER and SELLER. In case of failure of SELLER'S automatic sampler, sampling of coal subject to this Agreement shall be performed with an automatic sampling system at FPC's generating station's unloading point in conformance with the above Standards. In case of failure of both SELLER'S and FPC's generating units' automatic samplers, trainloads shall be hand-sampled per ASTM D 4915. No later than June 30, 2002, SELLER shall perform a bias test of its sampling systems. SELLER shall provide to PURCHASER a copy of the results of such bias tests. On an annual basis, SELLER shall appoint a mutually agreeable third party commercial laboratory to review SELLER'S sampling systems and confirm that such systems are being operated in accordance with ASTM standards and consistent with the latest bias test. SELLER and PURCHASER may mutually agree on the need for any additional bias testing on SELLER'S sampling systems, however such testing shall be conducted at approximately five year intervals.

Four sub-samples will be divided from each gross sample according to ASTM Standard 2013. All sub-samples shall be placed in suitable containers and distributed as follows:

Sub-sample one shall be for analyses as specified in Sections (C.) and (D.) below, and shall be called the Laboratory Sample.

Sub-sample two shall be maintained for a period of thirty (30) days as referee sample as described in Section (E.).

Sub-sample three shall be for SELLER'S disposition.

Sub-sample four shall be for PURCHASER'S disposition.

B. Air Drying. The Laboratory Sample shall be air-dried according to ASTM Standards D 2013 and D 3302 except that new minimum and maximum times may be employed by mutual agreement. An analysis sample shall be prepared from the air-dried sample for further analyses.

C. Analysis to be Made. The analyses to be made by the Laboratory, according to methods described in the applicable standards, are as follows:

Moisture, in weight percentage

Ash Content, in weight percentage

Calorific Value, in Btu's per pound

Sulfur, in weight percentage

Volatile Matter, in weight percentage

PURCHASER may also request analysis for HGI and Ash Fusion tests from time to time. Upon request, an additional sub-sample shall be maintained to allow SELLER to perform its own HGI analysis.

Notice of the quality of coal delivered hereunder shall be given by telecopy or other electronic means to PURCHASER and SELLER by the Laboratory as soon as it is available.

D. Acceptance of Results. The results of the analysis by the Laboratory shall be accepted as the quality and characteristics of the coal delivered hereunder in the trainloads represented by such samples, and the same shall be accepted as the monthly analysis for the trainloads delivered during such month; provided, however, that if either party should at any time question the correctness of the original analysis made on the Laboratory Sample, it shall have the right to have sub-sample two analyzed by a second testing laboratory mutually selected by SELLER and PURCHASER. Said laboratory shall

use methods approved by ASTM or other mutually-accepted procedures, and mutually-agreeable standard reference materials.

The analysis of sub-sample two as determined by the second commercial testing laboratory shall be accepted as being representative for the trainload of coal under consideration. The party questioning the correctness of the original analysis shall pay the cost of such analyses, and the price of coal represented by such samples shall immediately be adjusted in accordance with the provisions of this Agreement, and any amounts due either PURCHASER or SELLER shall be paid in accordance with Section 5 hereof.

PURCHASER shall have the right to have a representative present at any and all times to observe said sampling and analysis and to take reasonable samples.

3.03 Coal Specifications Deficiencies. For purposes of this Agreement, a "shipment" shall mean the quantity actually received in any unit train load. If the coal delivered hereunder in any single shipment fails to meet any of the Rejection Limits set out in Section 3.01, other than sulfur content, PURCHASER shall have each of the following options to be exercised in its sole discretion:

(1) PURCHASER may notify SELLER that PURCHASER will accept such coal subject to and in accordance with the provisions set forth in this Agreement including Appendix A; provided, however, that PURCHASER'S exercise of this option shall in no way constitute a waiver of PURCHASER'S right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

(2) PURCHASER will have the option to reject any shipment, prior to the unloading thereof, which, based on the analysis provided to PURCHASER pursuant to Section 3.02 C., exceeds any of the Rejection Limits listed in 3.01, and PURCHASER may notify SELLER to suspend further deliveries of coal hereunder until SELLER demonstrates to PURCHASER'S satisfaction that it can deliver coal that will conform on a per shipment

basis to the specifications set forth in Section 3.01; provided, however, that PURCHASER'S exercise of this option shall in no way constitute a waiver of PURCHASER'S right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder. If SELLER fails to make the above demonstration within thirty (30) days after notice by PURCHASER, PURCHASER shall have the right to terminate this Agreement.

3.04 Sulfur Content Warranty. SELLER warrants and represents that the average total sulfur content of each shipment shall not contain less than 1.50 LB nor more than 2.10 LB of sulfur dioxide per million Btu's heat input (the "calculated sulfur limits").

In the event SELLER delivers to PURCHASER any shipment of coal with a total sulfur content outside of the calculated sulfur limits set forth above, the following shall apply:

(1) If PURCHASER is able to use such coal by blending directly with other coal from the active stockpile so that the blended coal shall not be less than 1.50 LB or exceed 2.10 LB of sulfur dioxide per million Btu's, PURCHASER may accept such coal and the Base Price of the coal delivered in such shipment shall be reduced by the amount of PURCHASER'S cost of blending such coal determined by the following adjustment:

Sulfur Adjustment = 10 percent (B)

Where:

B - Base Price excluding the 10 percent sulfur adjustment.

Such adjusted Base Price shall become the Base Price for purposes of applying any adjustments provided in Appendix A.

(2) If PURCHASER is unable to use such coal under any circumstances because the burning of such coal will cause FPC's generating unit or units to have

emissions that exceed 2.20 LB of sulfur dioxide per million Btu's of heat input, then, based on the analysis provided to PURCHASER pursuant to Section 3.02 C., PURCHASER may reject such shipment, prior to the unloading thereof, without payment and SELLER shall be obligated to pay PURCHASER'S costs involved in transporting such coal from the point of SELLER'S delivery to FPC's generating units, the cost of disposing of such rejected shipment of coal and any other reasonable costs of disposition incurred, including PURCHASER'S railcar utilization costs and cost of transportation of such coal from FPC's generating units to the point of disposition. If PURCHASER rejects a shipment from SELLER under the provisions of this paragraph, PURCHASER and SELLER shall meet promptly thereafter to see what reasonable steps may be taken on the part of both parties to allow this Agreement to continue. If PURCHASER and SELLER fail to reach agreement within thirty (30) days as to what steps can be taken to correct the situation, then PURCHASER shall have the right to terminate this Agreement by giving notice of termination to SELLER and, in addition, pursue every other remedy provided by law or equity.

SELLER shall be permitted to have a representative present to observe tests conducted by FPC of burning in FPC's generating units and to observe sampling, analyses and tests conducted to determine the content of flue gases resulting from the burning of such coal. PURCHASER shall also make available to SELLER at reasonable times the results of such tests and analyses, as well as charts and other information resulting from the monitoring of stack gas emissions.

3.05 Implied Warranties. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, OR ANY OTHER MATTER, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3.06 **Remedies.** PURCHASER'S right to reject trainloads and suspend shipments, the possible resulting termination of this Agreement and the adjustments for calorific value as provided for in Appendix A, shall be PURCHASER'S sole and exclusive remedies for SELLER'S failure to deliver coal satisfying the specifications of Section 3.01, in addition to all other remedies available at law or in equity.

4.01 Force Majeure. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, judicial rule or order adopted, amended or newly interpreted subsequent to the date of this Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, processing or loading of coal by SELLER or the receiving, transporting and/or delivering by PURCHASER'S carrier thereof or the accepting, utilizing and/or unloading thereof by PURCHASER or FPC.

In the event performance of SELLER'S obligations hereunder or PURCHASER'S obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party

promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except upon mutual agreement of the parties. In the event force majeure results in a partial reduction in the total quantity of coal SELLER is obligated to deliver hereunder, the quantity of coal SELLER shall be obligated to deliver to PURCHASER hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this Section multiplied by a fraction, the denominator of which is the production capacity of the Jones Fork mine immediately prior to such force majeure and the numerator of which is the production capacity of the Jones Fork mine during the continuance of such force majeure. In the event force majeure results in a partial reduction in the total quantity of coal PURCHASER is able to accept hereunder, then PURCHASER shall allocate purchases among all of PURCHASER'S suppliers then under binding contracts and purchase orders for coal for FPC's generating units, including SELLER, in a fair and reasonable manner, and PURCHASER shall immediately cease all new spot market purchases of coal for FPC's generating units.

In the event that restrictions are imposed during the term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict FPC from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in FPC's sole judgment, result in unreasonable expense to FPC, the obligations of the parties hereto shall be totally excused during the continuance of such force majeure.

4.02 Waiver. The failure of either party to insist on strict performance of any provisions of this Agreement or to take advantage of any right hereunder shall not be construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

4.03 Remedies Cumulative. Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided by law.

4.04 Cure of Default. Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default but in no event later than within thirty (30) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

4.05 Attorney's Fees. In the event either party should default under the terms hereof or fail to perform any of the terms and conditions of this Agreement and a party employs an attorney to protect its interest and obtains a judgment in court or through arbitration in its favor, then the cost of such reasonable attorney's fee shall be and will form a portion of such judgment and shall be included in such judgment.

4.06 Indemnification. SELLER shall indemnify, defend and hold PURCHASER harmless from and against any liability, claim, demand or damage incurred by or asserted against PURCHASER for loss of life, personal injury or property damage caused by or

resulting from any act or omission, whether negligent or otherwise, of SELLER. PURCHASER shall indemnify, defend and hold SELLER harmless from and against any liability, claim, demand or damage incurred by or asserted against SELLER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of PURCHASER. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party.

4.07 Notice of Problem. Whenever either party hereto encounters or discovers or reasonably anticipates any problem which could delay or prevent performance of this Agreement, such party shall immediately notify in writing the other party of all relevant circumstances and any remedial steps being taken.

4.08 **Consequential Damages.** Except in cases of fraud, omission or intentional acts, neither party shall be liable to the other for incidental, special or consequential damages arising out of any default in the performance of any of its covenants or obligations hereunder.

5.01 Independent Contractor. The parties recognize and agree that SELLER is not an agent or employee of PURCHASER but is independent of any managerial or other control or direction by PURCHASER in its work hereunder and is free to perform, by such means and in such manner as SELLER may choose, all work in pursuance of commitments hereunder.

5.02 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns under Section 5.03 hereof. This Agreement shall not create any rights or remedies in any entity not a party hereto.

5.03 Assignments. Neither party may assign nor transfer this Agreement nor any rights nor obligations hereunder without the prior written consent of the other party hereto, which approval shall not be unreasonably withheld, provided that either party may assign this Agreement to any parent or affiliated entity without the prior consent of the other. In the event that there shall be a change of control of either party or any company which controls such party directly or indirectly (as the term control is defined in the Federal Securities Law), the other party shall have the right to terminate this Agreement.

5.04 Captions. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

5.05 Applicable Law and Venue. All questions relating to execution, construction, performance, termination or breach of this Agreement shall be resolved under the laws of the State of Florida without regard to the choice of law provisions thereof. In the event of any lawsuit filed hereunder, the parties hereto authorize venue in Pinellas County, Florida, and/or the federal court district encompassing said county.

5.06 Conflict of Interest Policy. PURCHASER has adopted a conflict of interest policy, applicable to all its full-time employees (hereafter "Employee"), and intended to ensure that all business activities of PURCHASER will be conducted in a manner so as to avoid any conflict of interest or appearance of a conflict.

SELLER agrees to conduct its activities in support of said conflict of interest policy, specifically as follows:

(a) SELLER shall not accept on its own behalf the service or employment in any capacity (such as director, officer, employee, representative or consultant) of any Employee, unless such service or employment is specifically authorized by the President or Board of Directors of PURCHASER.

(b) SELLER shall not offer to any Employee or member of an Employee's immediate family any gifts of more than token value, special preference loans, lavish entertainment or other substantial favors.

Breach of this provision by SELLER shall constitute a material breach of this Agreement; and in the event thereof, PURCHASER shall have the right to terminate this Agreement and pursue any and all other remedies at law or equity.

5.07 Entire Agreement. This instrument contains the entire agreement between the parties and there are no representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that PURCHASER or SELLER from time to time in the administration of this Agreement may issue and transmit each to the other documents designated as "Purchase Orders" and "Change Orders;" these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

5.08 Confidentiality. Each party hereto recognizes that this Agreement contains confidential commercial information, the public disclosure of all or any part of which could be damaging to the parties hereto. Accordingly, each party hereto agrees not to disclose any of the terms or provisions of this Agreement to any person or persons not a part hereto,

except for affiliated corporations or unincorporated divisions of the parties hereto, without the prior consent in writing thereto of the other party hereto, which consent shall not be unreasonably withheld, except to the extent such party is legally compelled to make such disclosure pursuant to applicable law or to the extent such disclosure is reasonably necessary in connection with any regulatory, administrative or other legal proceeding in which such party, or any such affiliated corporation or unincorporated division, is involved. When disclosure is made within the terms of the above mentioned exceptions, such disclosure shall be made only to the extent reasonably necessary. It is further understood and agreed that whenever any such information is disclosed by any party hereto in accordance with the above mentioned exceptions, such party will advise each person to whom disclosure is made of the confidential nature of the information disclosed and, except for routine regulatory reporting by PURCHASER, provide written notice of such disclosure, in advance thereof, if possible, to the other party to this Agreement.

5.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

5.10 Notices. All notices under this Agreement shall be in writing, and if to PURCHASER, shall be sufficient in all respects if sent by registered or certified mail, return receipt requested, addressed to:

Electric Fuels Corporation
200 Central Ave.
St. Petersburg, Florida 33710

and if to SELLER, shall be sufficient in all respects if sent by registered or certified mail, return receipt requested, addressed to:

CONSOL Energy Inc.
Consol Plaza
1800 Washington Road
Pittsburgh, Pennsylvania 15241
Attn: Executive Vice President – Marketing

or to any other person or address of which either party may notify the other in writing.

Notices and correspondence of a routine nature shall be addressed to Seller at:

CONSOL Energy Inc.
501 Village Trace
Building 9A, Suite 201
Marietta, GA 30067
Attn: General Sales Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by

their authorized officers, all as of the date and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

BY: _____
Vice President—Coal Procurement

Date Executed: 10-18-01

WITNESS:

CONSOL OF KENTUCKY INC.

BY: William D. Rieland
Vice President, CONSOL Energy Inc.
Attorney in Fact

Date Executed: 10/15/01

WITNESS:

CONSOL SALES COMPANY

BY: William D. Rieland
Vice President, CONSOL Energy Inc.
Attorney in Fact

Date Executed: 10/15/01

APPENDIX A

Adjustments for Calorific Value

Base price is based upon Subject Coal having weighted average calorific value of 12,800 Btu's per pound avoirdupois ("Pound"), "as received" at the point of weighing referred to in Section 2.01. The Base Price shall be subject to adjustment each month in accordance with the following provisions in order to compensate for variations in the calorific value of the Coal delivered during that month, with the result of such adjustment being taken into account in determining the price to be paid for the Coal received during that month:

1. The variation of any given month shall be ascertained by comparing the weighted average calorific value of the Coal delivered and accepted that month with the calorific value of 12,800 Btu's per Pound.

2. If the calorific value in any month is greater than or less than 12,800 Btu's per Pound, the adjustment to be made therefor shall be computed on the basis of the following formula:

   (Actual Btu's Per Pound - Guaranteed Btu's Per Pound) ÷ Guaranteed Btu's Per Pound X Base Price = Dollars Per Ton (Premium if positive—penalty if negative.)

APPENDIX B

Railroad and Private Railcar Demurrage/Detention Costs

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series, including supplements thereto and re-issues thereof.

2. Dead Freight:Actual railroad charges.

3. Crew Change: $1,635.00 per change, subject to periodic adjustment by the railroad.

B. EFC PRIVATE RAILCAR CHARGES:

1. Lost Utilization Charges: Sum of a. and b. below.

   a. Delay of Train = $30 per car per day of delay.

   b. Failure to Fully Load Cars = ((9,600 ÷ 90 x AC) - AW) x $2.50 = P$

      Where: AC = actual number railcars
      AW = actual weight of trains
      P$ = penalty in dollars

CONSOL ENERGY

CONSOL Energy Inc.
Consol Plaza
1800 Washington Road
Pittsburgh, PA 15241-1421

phone: 412/831-4381
fax: 412/831-4594
e-mail: bobzarecky@consolenergy.com
web: www.consolenergy.com

ROBERT F. ZARECKY
General Manager - Administration and Services
Marketing Department

RECEIVED
NOV 0 5 2001
BY:

October 29, 2001

Mr. Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement
Electric Fuels Corporation
One Progress Plaza
P.O. Box 15208
St. Petersburg, Florida 33733

Dear Mr. Edwards:

Enclosed is Appendix C referred to in Section 2.03 of our newly executed Agreement for the Sale and Purchase of Coal. It was inadvertently excluded from the two original documents we sent to you for execution.

Sincerely,

Bob Zarecky

cc: D. P. Duffy
W. G. Rieland

APPENDIX C

ARTICLE III

TENDER OF UNIT TRAIN SHIPMENTS

3.1 (a) Monthly Loading Schedule. Receiver shall provide Carrier with monthly loading schedules no later than the twenty-fifth day of the month preceding each month in which Receiver intends to make Unit Train tenders of Coal hereunder. Each loading schedule shall specify the Unit Train tonnage to be tendered at each Origin during that month. Each loading schedule will be delivered in writing to Carrier. The loading schedules shall be provided to:

Manager of Unit Train Scheduling
CSX Transportation, Inc.
500 Water Street - J300
Jacksonville, Florida 32202

3.1 (b) Shipment Location. Carrier shall use its reasonable best efforts to provide, as requested by Receiver via telephone or teletype, or by other mutually-agreed methods, the accurate location of the Unit Train equipment in service, including bad ordered and spare Cars, under this Contract; provided, however, that Receiver shall have no authority over the management of the Unit Train(s). In addition, Carrier shall notify in a timely fashion the Receiver's Origin superintendent or his designated agent, and the Receiver's Destination superintendent or his designated agent, of the expected hour of arrival of each Unit Train bound for their respective facilities.

3.1 (c) Derailment or Damage to Receiver Cars. Carrier shall inform Receiver of any derailment or other occurrence of major

damage that renders any of Receiver's Cars unfit for immediate service and Carrier shall also notify Receiver of any loss of Coal. Such notice shall be given by Carrier to Receiver in writing within three (3) working days after such occurrence. The report shall include the numbers of each car(s) involved, whether damaged or not, and whether or not the car(s) is shopped by Carrier for repairs. Movement of damaged Cars will be accomplished as specified in AAR Interchange Rule 107, or as it may be amended.

3.2 Unit Train Tender. A Unit Train tender of Coal hereunder shall be deemed made by Receiver when a Unit Train shipment of Coal is loaded at Origin and tendered to Carrier pursuant to the loading schedule received by Carrier. Carrier is obligated to accept all such tenders and deliver the Coal to Destination, and Receiver agrees to accept all empty and loaded Cars upon arrival at Origin or Destination as the case may be.

3.3 Quarterly Tender. Tenders of Coal by Receiver pursuant to this Contract shall be made in approximately equal quarterly increments, plus or minus fifteen percent (15%).

3.4 Minimum Trainload Weight. Except as provided in Article I, Section 18, each Unit Train shipment tendered to Carrier hereunder shall be loaded as follows:

Approximate No. of Cars	Trainload Minimum (Net Tons) Steel Cars	Aluminum Cars
90	8,400	9,000
75	7,000	7,500

ARTICLE IV

MINIMUM/MAXIMUM PER CAR WEIGHT

4.1 (a) Minimum Per Car Weight. Except as otherwise provided in this section, the minimum weight of each loaded Car in a shipment will be (i) the marked capacity of the Car when in Carrier-furnished Cars or (ii) ninety percent (90%) of the marked capacity of the Car when in Receiver-furnished Cars; except that when a Carrier-furnished or Receiver-furnished Car is loaded to full visible or cubical capacity, and Receiver certifies on the shipping order, bill of lading, or mine card that Car is so loaded, then the actual weight will apply. As to Coal Supply Contracts entered into after the effective date of this Contract, Receiver agrees that such Coal Supply Contracts will provide that the Supplier is subject to the CSXT-8200 Series Tariff in effect at the time a shipment is made, subject to Section 4.2 below.

4.1 (b) Minimum Per Car Weight Exception. If CSXT-8200 is changed in such a way as to be inconsistent with the loading requirements of any of Receiver's Coal Supply Contracts, Receiver will exert its reasonable best efforts to effect a change in such Coal Supply Contract(s) to require the Supplier to comply with the then-effective CSXT-8200 and with any future modifications of CSXT-8200. If such Coal Supply Contracts cannot be changed, then the Supplier is exempt from the changed minimum weight requirements in the CSXT-8200 only to the extent the CSXT-8200 is inconsistent with the Coal Supply Contract.

Unless otherwise agreed to by Receiver, Carrier shall not modify the minimum weight provisions contained in this Contract in such a manner as to require Receiver's participation in a program whereby the minimum gross weight on rail (the sum of the weights of the car's tare weight and its lading) is greater than 266,000 pounds.

4.2 Maximum Per Car Weight. Each Car in a shipment transported hereunder shall not exceed 270,000 pounds in gross loaded weight. If Cars are found to be loaded in excess of the load limit of the Car or 270,000 pounds in gross loaded weight, the provisions and charges published in Item 400, Tariff ICC CSXT 8200-

LOADING, UNLOADING AND EQUIPMENT OBLIGATIONS

5.1 Carrier and Receiver Equipment Obligations. Carrier shall furnish locomotives, cabooses (if necessary) and Carrier-supplied Cars, and Receiver shall furnish Receiver-supplied Cars, loading and unloading devices (or cause them to be furnished), which shall be suitable and fit for the purposes contemplated in this Contract. Carrier shall furnish sufficient locomotives equipped with pacesetter devices to transport Receiver's Cars in Unit Train service. Receiver shall provide a sufficient number of Cars to transport the tonnage contemplated herein, which, subject to the terms of Article XIV, shall be seven (7) trains of 99 Cars each, including spare Cars, for nominal 90-Car trainsets. Additional sets of equipment that may be provided by Receiver shall consist of at least 83 Cars per set, including spare Cars, for nominal 75-Car trainsets. Receiver-furnished spare Cars shall be placed by Carrier at Origin, Receiver's Home Shop on route of movement, or other mutually acceptable locations. Carrier shall provide and maintain the locomotives, cabooses, and Carrier-supplied Cars used hereunder in good working order and repair. Receiver shall provide and maintain the Receiver-supplied Cars and operate and maintain the loading and unloading devices used hereunder in good working order and repair (or Receiver shall cause such action to take place). Receiver shall cause the loading and unloading service contemplated herein to be operated in a manner considered safe by Carrier, using commonly accepted industry standards. Carrier shall cause the Unit Train service established hereunder to be operated in a manner considered safe by commonly accepted industry standards.

5.5 Carrier Obligations at Origin/Destination. Carrier shall coordinate placement of empty Cars at Origin with the mine operators and placement of trainloads at Destination with Receiver and shall make its reasonable best efforts to provide accurate advance notice of arrival for loading and unloading. Carrier will not delay delivery of empty Receiver Cars to Origin for loading, notwithstanding a request by the mine operator. Carrier shall have no responsibility, however, for matters or operations at Origin or

UNIT TRAIN SHIPMENT DETENTION PROVISIONS

12.1 Origin Detention. Receiver is not responsible for detention charges, if any, which are assessed at Origin and Carrier shall collect detention charges which accrue at Origin from the coal producer responsible for loading the Cars. Such charges will be assessed to coal producer at Origin in accordance with applicable tariffs or contracts. Receiver agrees to use its reasonable best efforts to ensure that the coal producer complies with Carrier's requirements in this regard.

12.3 Receiver Trip Delay Charges. No detention charges shall be assessed on Receiver-supplied Cars held on Receiver's tracks at Destination. In the event Receiver-furnished Cars en route to Destination are Constructively Placed on tracks not owned by Receiver and locomotives and crews are released, after the expiration of forty-eight (48) hours free time, such shipments will be assessed trip delay charges according to the following schedule:

$10.00 per Car per day or fraction thereof.

12.6 Crew Charge/General. In the event locomotives, caboose and crew are released without a Unit Train of empty or loaded Cars being released to Carrier, detention charges, which include charges for locomotives, if any, will cease at the time of notification of such release. When a train crew, caboose and locomotives are again required by Receiver for service, a charge of $1635.00 will be assessed by Carrier and paid by Receiver and the detention and free time provisions of this Article which include charges for locomotives will again be applicable upon the arrival of locomotives, caboose and crew at Destination or Origin. In any event, Receiver shall use its best efforts to eliminate the cause for any release of crew and locomotives and allow the resumption of the trainload movement of Coal.

12.8 Adjustment of Charges. The charges described in this Article are Carrier's standard charges for Unit Train shipments of bituminous Coal as of the Effective Date of this Contract. These charges are not subject to the provisions of Article VIII and will be increased only in the event that Carrier increases its standard charges for the majority of other Unit Train shippers and receivers

ARTICLE XXVIII

INCORPORATION OF TARIFFS, RULES, ETC.

28.1 Except when in conflict with the other provisions of this Contract (in which case, such other provisions shall control), transportation of Coal shall be governed by tariffs, rules, etc. that would apply if the Contract did not exist. The parties agree it is impractical to specifically list all documents and practices that would apply. Receiver acknowledges that these documents and practices may require additional payments under this Contract. In lieu of such a list, all non-conflicting tariffs, rules, regulations, classifications, Bills of Lading, that would govern the rights and obligations of Receiver and Carrier if this Contract did not exist, together with Association of American Railroads' rules as amended, are incorporated herein by reference, without being specifically listed.


LETTER AGREEMENT
2002

Edwards Ltr

CONSOLENERGY

CONSOL Energy Inc.
Consol Plaza
1800 Washington Road
Pittsburgh, PA 15241-1421

phone: 412/831-4032
fax: 412/831-4594
e-mail: billrieland@consolenergy.com
web: www.consolenergy.com

WILLIAM G. RIELAND
Vice President - Sales

April 15, 2002

Mr. Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement
One Progress Plaza
P.O. Box 15208
St. Petersburg, FL 33733

Re: Shipping Schedule

Dear Mr. Edwards:

Over the last couple of weeks, CONSOL Energy Inc. ("CONSOL") and Electric Fuels Corporation ("EFC") have been involved in a dispute as to each party's contractual rights and obligations resulting from CONSOL's shipping a trainload of coal which did not meet the "Rejection Limits" set forth in our Agreement for the Sales and Purchase of Coal effective January, 1, 2002 (the "Agreement"). In an effort to resolve this dispute, the parties agree as follows:

1. Since EFC has accepted delivery and unloaded the trainload in question, CONSOL agrees to reduce the Base Price for such trainload by [redacted] per ton. In addition, CONSOL agrees to pay to EFC the [redacted] in lost railcar utilization as detailed in your letter dated April 5, 2002.

2. CONSOL will defer its normal deliveries for the months of April and May 2002 by up to 167,000 tons (1,000,000/12 x 2) as elected by EFC. EFC will make up the delivery of the number of tons it so elects to defer by June 30, 2003.

If you are in agreement with the foregoing, please sign in the space provided below and return one copy for our files.

Sincerely, William G Rieland

APPROVED AND ACCEPTED:
ELECTRIC FUELS CORPORATION

By: Dennis M. Edwards
Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

Date: April 22, 2002

rfz\EFCShipSchedule

Exhibit Doc
'd 5-1
xc: AEDF (2)
DMD
FML
RFP
CAL

CONSOL ENERGY

FAX: 727/824-6601
FEDERAL EXPRESS AIRBILL #: 8357 4426 2101

April 29, 2003

Mr. A. W. "Al" Pitcher
Vice President, Coal Procurement
Progress Fuels Corp.
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701

Dear Al,

CONSOL and Progress Fuels have completed price negotiations for Base Price according to Section 1.05 of the Agreement for the Sale and Purchase of Coal Between Electric Fuels Corporation and CONSOL of Kentucky Inc. and CONSOL Sales Company.

Upon completion of shipments for the first 1.5 million tons, the Base Price will become [redacted] per net ton f.o.b. mine for the next 1.5 million tons. All other terms and conditions will remain unchanged.

Please sign and return one original of this letter to my attention. Thank you for your cooperation in these negotiations.

Yours truly,

Dennis P. Duffy

Dennis P. Duffy
April 29, 2003

Dennis P. Duffy
General Sales Manager

Electric Fuels/Progress Fuels

Date: 5/1/03

Progress Energy

'd 6/17/03
cc: AWP
CAL
RFP

ORIG. TO CF

June 13, 2003

SENT VIA FAX NO. 205/945-6440

Mr. Dennis J. Steul
Director, North American Sales
Drummond Coal Sales, Inc.
530 Beacon Pkwy. W., Ste. 800
Birmingham, Alabama 35209

Dear Dennis:

This letter will confirm our conversation of June 11, 2003, relating to your offer dated June 2, 2003, wherein Drummond Coal Sales, Inc. (Drummond) offered to sell and Progress Fuels Corporation (PFC) agreed to purchase one ocean barge or approximately 17,000 tons of coal. The current estimated loading date of this product is June 27, 2003. Additionally, PFC will have the unilateral option of purchasing a second ocean barge of coal or approximately 17,000 additional tons, which option shall be declared to Drummond no later than July 31, 2003.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	REQUIREMENT
SIZE	2" X 0" WITH MAXIMUM OF 45% LESS THAN ¼" FINES
SULFUR	1.2 LB/MMBTU SO_2 MAXIMUM
ASH	5.0% MAXIMUM
MOISTURE	14.0% MAXIMUM
ASH SOFTENING TEMPERATURE	~~2500°-2650~~ DEGREES FAHRENHEIT MINIMUM
VOLATILE	33.0% MINIMUM
BTU	11,700/LB MINIMUM
GRIND	44 MINIMUM

The price on this coal will be [redacted] f.o.b. Dixie Fuels Limited's gulf barge loading at The Alabama State Docks - McDuffie Coal Terminal. This price is based on a guarantee of 11,700 Btu/LB. Premium/penalty, if any, will be computed at the rate of [redacted] per 100 Btu. Invoices, *reflecting premium/penalty calculations*, are payable fifteen (15) days from receipt and should be sent to the attention of Ms Carolyn A. Leonard.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Sampling and analysis and barge draft survey shall be performed by SGS at load port and shall be for Seller's account.

Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mr. W. P. Traywick
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the 16 *day of* June, 2003.

Drummond Coal Sales, Inc.

By: Dennis Stuel
Its: DIRECTOR

Executed Doc

Mail

Progress Energy

1-13-04
XC: AMP
CAL

This to CF

February 28, 2003

SENT VIA FAX NO. 859-525-4052

Mr. Steven E. Weber
Emerald International Corporation
7310 Turfway Road, Suite 330
Florence, Kentucky 41042

Dear Mr. Weber:

This letter will confirm our conversation of February 24, 2003 and your offer dated February 19, 2003, wherein Emerald International Corporation offered Progress Fuels Corporation (PFC) approximately 35,000 tons of coal. This product will be delivered during late February to early April.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	REQUIREMENT
SIZE	2" X 0"
SULFUR	1.20 MAXIMUM
ASH	10.0% MAXIMUM
MOISTURE	9.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	30.0% - 31.0% MINIMUM
BTU	13,000/LB MINIMUM
GRIND	45 MINIMUM

The price on this coal will be [redacted] f.o.b. International Marine Terminals (IMT) 55-57 AHP and will be based on a guarantee of 13,000 Btu/LB. Premium/penalty, if any, will be computed, with a 100 Btu deadband up and down, from the guarantee at the rate of [redacted] per 100 Btu. Invoices, *reflecting premium/penalty calculations*, are payable by wire transfer upon receipt and should be sent to the attention of Mr. William Traywick, Assistant Treasurer and Controller.

Sampling may be conducted, as mutually agreed upon, either by manual methods from the feeder bin or mechanical at IMT. Weights shall be determined by calculating from vessel barge draft using belt scale readings to determine the percentage from each storage yard at IMT.

Progress Fuels Corporation
200 Central Avenue
St Petersburg, FL 33701

This coal will be shipped from your stockpiles at IMT. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mr. W. P. Traywick
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the 13 *day of* March, 2003.

Emerald International Corporation

By: _____

Its: V. P.

Progress Energy

March 26, 2003

SENT VIA FAX NO. 859-525-4052

Mr. Steven E. Weber
Emerald International Corporation
6895 Burlington Pike
Florence, Kentucky 41042

Dear Mr. Weber:

This letter will confirm our communication of March 24, wherein you offered Progress Fuels Corporation (PFC) one barge (approximately 1,500 tons) of coal for delivery in March 2003.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	REQUIREMENT
SIZE	2" X 0"
SULFUR	1.08% MAXIMUM
ASH	5.8% MAXIMUM
MOISTURE	12.96% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	32.0% MINIMUM
BTU	11,720/LB MINIMUM
GRIND	45 MINIMUM

The price on this coal will be [redacted] f.a.s. International Marine Terminals (IMT) 55-57 AHP and will be based on a guarantee of 11,720 Btu/LB. Premium/penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted unload basis. Invoices, *reflecting premium/penalty calculations*, are payable by wire transfer upon receipt and should be sent to the attention of Ms. Carrie Leonard, Senior Accountant at Progress Fuels Corporation, Post Office Box 15208, St. Petersburg, Florida, 33733.

This coal will be sampled as unloaded from the barge at International Marine Terminals by an independent contractor employed by PFC. These samples will govern payment. Weights will be determined by draft survey.

This coal will be shipped by barge. Coordination of this shipment will be made with PFC's Mrs. Tina McRoberts at 813/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 813/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mr. W. P. Traywick
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the 26 *day of* March, 2003.

Emerald International Corporation

By: _____

Its: V. P.

Eud Dr

'd 4-M-03
XC: AHOP
CAL
Orig. to G

Progress Energy

April 2, 2003

SENT VIA FAX NO. 859-525-4052

Mr. Steven E. Weber
Emerald International Corporation
6895 Burlington Pike
Florence, Kentucky 41042

Dear Mr. Weber:

This letter will confirm Progress Fuels Corporation's (PFC) acceptance of Emerald International Corporation's (Emerald) bid dated March 25, 2003, wherein it offered PFC the product noted below.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	REQUIREMENT
TONNAGE (APPROXIMATE)	140,000
SIZE	2" X 0"
SULFUR	1.2 LB SO_2 MAXIMUM 0.60% TYPICAL
ASH	10.00% MAXIMUM 6.50% TYPICAL
MOISTURE	10.00% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	30.00% MINIMUM 31.00% TYPICAL
BTU	12,800/LB MINIMUM
GRIND	45 MINIMUM HARDGROVE

The price on this coal will be [redacted] f.o.b. Dixie Fuels Limited (DFL) ocean barge at International Marine Terminals (IMT) 55-57 AHP. Premium or penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted unload basis after consideration of a 100 Btu dead band for penalties and a 200 Btu dead band for premiums. Invoices, *reflecting premium/penalty calculations*, are payable by wire transfer upon receipt and should be sent to the attention of Ms. Carrie Leonard, Senior Accountant at Progress Fuels Corporation, Post Office Box 15208, St. Petersburg, Florida, 33733.

This coal is currently in inventory at IMT and will be sampled as loaded into the barge at IMT by an independent contractor employed by PFC. These samples will govern payment. Weights will be determined by draft survey. PFC will begin shipment of the product in April and will have the entire quantity loaded no later than December 31, 2003.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 3370[illegible]

This coal will be shipped by barge. Coordination of this shipment will be made with PFC's Mrs. Tina McRoberts at 813/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 813/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mr. W. P. Traywick
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the 7 *day of* April, *2003.*

Emerald International Corporation

By: _____
Its: V. P.

Eng Dr

4-14-03
xc: AMP
CAL

Orig to Cf

Progress Energy

April 2, 2003

SENT VIA FAX NO. 859-525-4052

Mr. Steven E. Weber
Emerald International Corporation
6895 Burlington Pike
Florence, Kentucky 41042

Dear Mr. Weber:

This letter will confirm Progress Fuels Corporation's (PFC) acceptance, as modified through our discussions, of Emerald International Corporation's (Emerald) bid dated March 26, 2003, wherein it offered PFC the product noted below.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	REQUIREMENT
TONNAGE	80,000
SIZE	2" x 0"
SULFUR	1.2 LB SO_2 MAXIMUM 0.55% TYPICAL
ASH	9.00% MAXIMUM 8.00% TYPICAL
MOISTURE	10.00% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	30.00% MINIMUM 31.00% TYPICAL
BTU	12,100/LB MINIMUM (100 BTU DEAD BAND)
GRIND	45 MINIMUM HARDGROVE

The price on this coal will be [redacted] f.o.b. Dixie Fuels Limited (DFL) ocean barge at International Marine Terminals (IMT) 55-57 AHP. Premium or penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted unload basis after consideration of a 100 Btu dead band for premiums and penalties. Invoices, *reflecting premium/penalty calculations*, are payable by wire transfer upon receipt and should be sent to the attention of Ms. Carrie Leonard, Senior Accountant at Progress Fuels Corporation, Post Office Box 15208, St. Petersburg, Florida, 33733.

This coal is currently in inventory at IMT and will be sampled as loaded into the barge at IMT by an independent contractor employed by PFC. These samples will govern payment. Weights

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

will be determined by draft survey. PFC will begin shipment of the product in April and will have the entire quantity loaded no later than December 31, 2003.

This coal will be shipped by barge. Coordination of this shipment will be made with PFC's Mrs. Tina McRoberts at 813/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 813/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mr. W. P. Traywick
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the 7 *day of* April, 2003.

Emerald International Corporation

By: Steve Weber

Its: V. P.

Progress Energy

January 16, 2003

Mr. Mike Moran
Director - Marketing
AEP Energy Services, Inc.
155 West Nationwide Boulevard, Suite 500
Post Office Box 16036
Columbus, Ohio 43216-0036

Dear Mr. Moran:

This letter will confirm our conversation of January 16, 2003, wherein Progress Fuels Corporation (PFC) agreed to purchase approximately 120,000 tons of 1.2 LB "compliance" spot coal during February 2003 through January 2004.

The price on these coals will be [redacted] per ton f.o.b. the mine and will be based on a guarantee of 12,800 Btu/LB. Premium/penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable fifteen (15) days from receipt and should be sent to the attention of Mr. Bill Traywick, Controller, at 5625 Dillard Drive, Cary, North Carolina 27511-9227.

These coals will be sampled as loaded at your mining facility in Damron Fork, Kentucky, (Big Sandy District of CSX, Tipple #84917) by an independent contractor employed by PFC. These samples will govern payment. Excess loading costs resulting from your failure to comply with the barge line's loading requirements will be for your account.

These coals shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay and other impurities and are expected to meet the following specifications on an "as-received, per-shipment" basis:

SPECIFICATION	REQUIREMENT
SIZE	2" x 0" MAXIMUM 45% <1/4" MAXIMUM
SO_2	1.2 LB PER MILLION BTU MAXIMUM
ASH	10.0% MAXIMUM
MOISTURE	8.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	32.0% MINIMUM
BTU	12,800/LB MINIMUM
GRIND	43 MINIMUM

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Coals not meeting a 12,500 Btu minimum, a "compliance" sulfur specification and a 32.0 percent volatile minimum may be rejected.

These coals will be shipped by 90-car unit train (PFC cars) to Crystal River. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mrs. Mary J. Kuderick
Mr. F. Michael Lelak
Ms. Carrie A. Leonard
Mrs. Tina M. McRoberts
Mrs. Virginia M. Muehlendyck
Mr. Roy F. Potter
Mr. William Traywick

AGREED TO AND ACCEPTED THIS THE 28th DAY OF January, 2003.

AEP ENERGY SERVICES, INC.

BY: _____

ITS: VICE PRESIDENT

AEP AMERICAN ELECTRIC POWER

AEP: America's Energy Partner

10-31 XC: AOD DMD FHL CRC CAL RFP

155 West Nationwide Boulevard
Columbus, OH 43215
Phone: (614) 583-6114
Fax: (614) 583-1606

AEP Sales Contract: AMG00051
October 28, 2003

Seller: AEP Coal Marketing, LLC.
155 West Nationwide Blvd.
P.O. Box 16036
Columbus, Ohio 43215
Phone: (614) 583-7032
Fax: (614) 583-1606

Buyer: Progress Fuels Corporation
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701
Phone: (727) 824-6692
Fax: (727) 824-6601
Attn: Al Pitcher

Commodity: Crushed, bituminious coal, containing no synthetic fuels, substantially free from any extraneous material, with no intermediate sizes to be added or removed and otherwise meeting the specifications of this Contract.

Term: November 01, 2003 through November 30, 2003

Quantity: 10,000 tons delivered by train at the rate of 10,000 tons per month (approximately 1 train(s) per month, each train constituting a "Shipment").

Price: [redacted]/ton fixed FOB railcar at the Source except as set forth hereafter in Adjustments for Variations in Quality.

Quality: As received basis in accordance with ASTM standards ("Standards") for each shipment, as follows:

Characteristic:	Contracted Standard:	Rejection Limit:
Btu/lb:	12,500	<12,200
SO2 (lbs. SO2/MMBTU):	1.20	>1.20
Moisture (%):	7.00	N/A
Ash (%):	12.00	>13.50
Volatile Matter (%):	30.00	<30.00
Hardgrove Grindability:	42-45 HGI	<40 HGI

Sizing: 2" x 0" inches topsize, nominal, with maximum 55% passing one quarter inch square wire cloth sieve to be determined on the basis of the primary cutter of the mechanical sampling system.

Source: Loading facility located on the CSX Railroad in Scott's Branch loadout, capable of loading 100 car / 10,000 ton unit trains in four (4) hours or less.

Delivery Point: FOB Buyer's railcar at the Source.

Adjustments for Variations in Quality:

BTU Price Adjustment:
Price Adjustment ($/ton of coal) = Price x [(Actual Btu/lb - Contracted Btu/lb) / Contracted Btu/lb]

Price adjustments shall be made to the nearest $0.001 and calculated on a monthly weighted average.

Other Terms: Per AEP Terms and Conditions which are attached hereto and incorporated herein by specific reference.

Accepted:

Seller:

David C Warner
AEP Coal Marketing, LLC.

Date: October 30, 2003

Buyer:

A. W. Pitcher
Vice President-Coal Procurement
Progress Fuels Corporation

Date: October 31, 2003

AEP TERMS AND CONDITIONS

1) ACCEPTANCE/AGREEMENT

Failure of Buyer or Seller, as the case may be, to execute and return the attached Confirmation (together with these Terms and Conditions the "Contract") or to notify AEP of its disagreement with any of the terms thereof within three Business Days of receiving this Contract constitutes the other party's agreement to the terms set forth in this Contract. AEP hereby objects to any additions to or modifications of this Contract.

2) WARRANTY

Seller represents and warrants that it has title to all coal sold hereunder and the same is shipped free and clear of all liens, encumbrances, and claims of all third parties. OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, WRITTEN OR VERBAL, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE AND PURCHASE OF COAL HEREUNDER. ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED. SELLER MAKES NO WARRANTY CONCERNING THE SUITABILITY OF COAL DELIVERED HEREUNDER FOR USE IN ANY FACILITIES.

3) SCHEDULING, DELIVERY & TITLE AND RISK OF LOSS

Unless otherwise provided in the Confirmation, Buyer shall advise Seller on or before the 23rd day of the month preceding scheduled Shipments of the loading dates and delivery schedule, and Seller shall advise Buyer on or before the 25th day of the month preceding scheduled Shipments of the source of the scheduled Shipments if more than one or none is specified in the Confirmation. Unless otherwise specified in the Confirmation, Buyer shall designate to Seller the scheduling, routing and method of Shipments of coal purchased under this Contract. Seller shall cause coal sold hereunder to be properly loaded into the transport vehicle (i.e. railcars, barges, vessels, trucks, etc.) for delivery to Buyer, provided that Buyer has provided Seller with applicable loading instructions (including minimum and maximum weights) no less than 24 hours prior to the arrival of Buyer's transport vehicle and said instructions comply with industry standards. The delivery schedule specified in the Confirmation or as designated by Buyer in absence of such in the Confirmation is binding on both Buyer and Seller and may only be changed by mutual agreement followed by a mutual written agreement between the parties.

Seller and Buyer shall each indemnify, defend, and save harmless the other party, its Affiliates and their respective officers, directors, agents, and employees from and against any liabilities, losses, claim, damages, penalties, causes of action, or suits arising out of or in connection with its failure to comply with its obligations under this Contract while title to and risk of loss of the coal is vested in the indemnifying party.

Title to and risk of loss of coal conforming to this Contract shall pass to Buyer as follows:

a) For barge deliveries, as the loaded barges are loaded and trimmed.

b) For rail deliveries, upon completion of loading all railcars in each unit train and as such unit train is pulled from the Delivery Point.

c) For truck deliveries, upon the coal being delivered and dumped at the Delivery Point.

d) For all Non-Conforming Shipments (as hereinafter defined) title to and risk of loss of coal shall revert back to Seller immediately upon any rejection or nonacceptance by Buyer as provided elsewhere in this Contract.

4) WEIGHING

Rail and Truck Deliveries: Unless otherwise specified in the Confirmation, weights of coal delivered by rail or truck shall be determined by Seller by use of a scale system located at the Delivery Point (as set forth in the Confirmation) and certified no less frequently than every six months by an appropriate testing agency in accordance with the guidelines established by NIST. If there is no certified scale system at the Delivery Point, railway weights shall govern all settlements hereunder with respect to rail deliveries. As to all deliveries (i) by truck where there are no certified scales at the Delivery Point, (ii) by rail when no railway weights are available, or (iii) where the Delivery Point is the ultimate destination, weights shall be taken at the destination by Buyer.

Barge or Vessel Deliveries: Unless otherwise specified in the Confirmation, weights of coal delivered by barge or vessel shall be determined by Seller by use of a belt scale system located at the Delivery Point (as set forth in the Confirmation) and certified no less frequently than every six months by an appropriate testing agency in

accordance with the guidelines established by NIST. If there is no certified belt scale system at the Delivery Point, weights shall be made by draft survey taken at the Delivery Point prior to the departure of the barge(s) or vessel(s) from the Delivery Point. All such draft surveys at the Delivery Point shall be conducted by an independent surveyor (certified commercial marine surveyor for vessels) experienced in the conduct of draft surveys selected by mutual agreement of the Parties, or failing agreement, by Seller unless otherwise stated in the relevant Confirmation. In cases where (i) there is no certified belt scale system at the Delivery Point or in absence of a certified belt scale system a draft survey is not taken at the Delivery Point or (ii) the Delivery Point is the ultimate destination, weights shall be taken at the destination by Buyer.

General: Weights taken in accordance with this Section 4 shall be deemed accepted as correct (absent manifest error) and shall govern all invoicing and payments hereunder. Unless otherwise specified in the Confirmation, the costs of weighing shall be for Seller's account. The Seller's rail and truck scale(s) shall be calibrated at least once every six months in accordance with the guidelines established by NIST. The calibration of rail or truck scales shall be performed by a qualified third party (e.g., the rail carrier), using such equipment as deemed appropriate by such third party. The Seller's belt scales shall be tested and calibrated at least once each month in accordance with the guidelines outlined by NIST or other procedures which shall be mutually acceptable to Seller and Buyer. The accuracy of the Seller's belt scales shall be maintained to within plus or minus one half of one percent (±0.50%) accuracy and to within two tenths of one percent (±0.2%) for its truck or rail scales. At the Buyer's request, which may be made from time to time, Seller shall inform the Buyer of the results of such testing and calibration. If the scales are discovered to be outside of acceptable tolerance ranges (± 0.2% for rail and truck scales, and ± 0.5% for belt scales), then an appropriate adjustment will be made to the Seller's tonnage and invoiced retroactively to the date of the most recent calibration or 30 calendar days prior to the calibration which was found in error, whichever is later.

5) SAMPLING AND ANALYSIS

Unless otherwise specified in the Confirmation, Seller shall perform all sampling and analysis at its expense and shall comply with the governing ASTM procedures and specifications in effect at the time of such sampling and analysis. Buyer may observe the loading, sampling, sample preparation and analysis hereunder. All sampling shall be performed using a mechanical sample system that has been certified within the previous 24 calendar months by an independent commercial laboratory to be free of bias and that is properly operated and maintained by Seller.

Each coal sample collected by the Seller shall be properly divided into at least two subsamples. One subsample shall be analyzed for the governing contractual analysis. The results of the analysis shall be sent to Buyer within 24 hours after a Shipment is loaded unless such loading takes place on a Friday, Saturday, Sunday or federal holiday in which case it shall be sent to Buyer by the later of (i) 48 hours of loading the Shipment and (ii) the next Business Day. The remaining sample is to be sealed in an airtight container and sent to Buyer at the Buyer's request provided such request is made in writing within 30 days after the date of such sampling. In the event that Buyer does not so request, Seller shall retain the sample for no less than 30 days. In case of disagreement as to the results of the analysis reported by the Seller, Buyer may request analysis of Buyer's sample by an independent referee laboratory selected by Buyer and the final governing analysis shall be the average of the Seller's analysis and Buyer's analysis. The cost of analyzing Buyer's sample shall be borne by Buyer.

Irrespective of which party's analysis governs for payment hereunder, Seller shall properly sample and analyze each shipment hereunder and report the analysis to Buyer within 24 hours after the coal has been loaded for shipment. Seller's analysis shall be reported to the recipients designated by and in the format specified by Buyer.

6) QUALITY ADJUSTMENTS; REJECTION AND SUSPENSION RIGHTS

(A) If coal delivered under this Confirmation varies from the Quality Specifications in the Confirmation (the "Specifications"), but Buyer does not exercise its rejection rights under Paragraph (B) below, quality adjustments shall be calculated pursuant to the formulas set forth in such Confirmation, if any. Within 10 days after the end of each month during the Term, the quality adjustments, if any, shall be netted against each other and the net quality adjustment, as appropriate, for all Shipments of coal during such month shall be determined by Seller, and Buyer shall pay Seller the net positive adjustment, if any, or Seller shall credit Buyer the net negative adjustment, if any,

on the next invoice (or pay such amount to Buyer in the event no further invoices are due) in accordance with the billing and payment terms of Section 7.

(B) If any Shipment of coal triggers any of the Rejection Limits specified in the Confirmation (a "Non-Conforming Shipment"), Buyer shall have the option, exercisable by notice to Seller of either (i) rejecting such Non-Conforming Shipment at the Delivery Point or enroute, but prior to unloading from Transporter's equipment or (ii) accepting any Non-Conforming Shipment with a Contract Price adjustment agreed to between Seller and Buyer. Should Buyer exercise such right of rejection, it shall notify Seller by E-mail or verbally upon discovery of the nonconformance, such notification to be promptly confirmed in writing. If Buyer fails timely to exercise its rejection rights hereunder as to a Non-Conforming Shipment, Buyer shall be deemed to have waived such rights with respect to that Non-Conforming Shipment only. If Buyer timely rejects the Non-Conforming Shipment, Seller shall be responsible for promptly transporting the rejected coal to an alternative destination determined by Seller and, if applicable, promptly unloading such coal, and shall reimburse Buyer for all reasonable costs and expenses associated with the transportation, storage, handling and removal of the Non-Conforming Shipment. Seller shall, at Buyer's request, use commercially reasonable efforts to replace the rejected coal as soon as possible, provided that Buyer gives written notice to Seller of Buyer's desire for replacement coal within 48 hours after rejection of the Non-Conforming Shipment.

(C) If there are threeNon-Conforming Shipments, whether rejected or not, under this Contract in any three-month period or if two out of four consecutive Shipments under this Contract (with respect to barged coal the preceding test shall be determined by one or more rejectable barges being loaded in each of two days of sequential Shipments under this Contract whether or not there are any intervening days without Shipments) are Non-Conforming Shipments, then Buyer may upon notice to Seller suspend the receipt of future Shipments (except Shipments already loaded or in transit to Buyer) under this Contract. A waiver by Buyer of the suspension right for any one period shall not constitute a waiver for subsequent periods. If Seller, within ten (10) days of its receipt of such notice, provides reasonable assurances in writing to Buyer that future Shipments under this Contract will conform to the Specifications and Buyer has accepted such assurances (such acceptance not to be unreasonably withheld), Shipments shall resume and any tonnage deficiencies shall be made up within the Term at Buyer's option. If (i) Seller fails to provide such acceptable assurances within such ten (10) day period, or (ii) after such assurances are provided and for a period of three months thereafter, any Shipments of Coal trigger any of Buyer's rejection rights under this Section for the Rejection Limit parameter for which there was a prior suspension under this Contract, then such event shall constitute an Event of Default as provided in Section 12 hereof.

Notwithstanding any provision in this Section 6 to the contrary, Buyer shall not be entitled to reject any Shipment if it is accepted by the ultimate buyer of the coal.

7) PAYMENT

On or before the tenth (10th) calendar day following receipt by Buyer of Seller's invoice, Buyer will pay to Seller the invoice amount. Payment shall be made by wire transfer or electronic means in immediately available United States funds for all coal received for which title has transferred from Seller to Buyer. Seller shall provide Buyer all pertinent remittance instructions on each invoice. Overdue payments shall accrue interest (the prime rate of interest for United States Dollars as published from time to time during such period under the section titled, "Money Rates" by *The Wall Street Journal*, plus two percent [2%], but not to exceed the maximum applicable lawful interest rate [hereinafter "Interest Rate"]) from the due date until paid.

If any party in good faith reasonably disputes an invoice, it shall provide a written explanation specifying in detail the basis for the dispute and pay any undisputed portion no later than the due date. Upon resolution of any dispute involving an invoice, any additional amount owing shall be paid with interest at the Interest Rate. If any party fails to pay amounts under this Contract when due, unless such amount is the subject of a dispute as provided above, or is excused by Force Majeure, in addition to the rights and remedies provided in this Contract, the aggrieved party shall have the right to suspend performance under this Contract until such amounts plus interest have been paid, and/or exercise any remedy available at law or in equity to enforce payment of such amount plus interest at the Interest Rate defined herein.

8) ASSIGNMENT/DELEGATION

This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. However, no Party shall assign this Contract or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, any party may, without the need for consent from the other party (and without relieving itself from liability hereunder), (a) transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof or thereof in connection with any financing or other financial arrangements or (b) transfer or assign this Contract to an Affiliate of such party; provided, however, that no such assignment shall in any way relieve the assignor from liability for full performance under this Contract. Any such assignee shall assume and agree to be bound by the terms and conditions of this Contract.

If AEP or one of its Affiliates is the buyer under this Contract, it shall have the right to assign this Contract, in whole or in part, to a producer of synthetic fuel (as defined in Section 29 of the Internal Revenue Code of 1986, as amended, hereafter referred to as "Synthetic Fuel"). Should such assignment occur, Seller also agrees upon the request of AEP or its Affiliate to enter into a new agreement with such Synthetic Fuel producer on substantially the same terms and conditions as provided in this Contract with respect to all or part of the coal to be purchased hereunder. In such event, AEP or its Affiliate shall be excused from its obligations under this Contract to purchase coal hereunder to the extent of the quantities provided for in such new agreement.

Written consent to one or more assignments shall not be construed as waiving the necessity of obtaining written consent to other and/or additional assignments.

9) FORCE MAJEURE

No party shall be subject to liability to the other party for the failure to perform in conformity with this Contract where such failure results from a Force Majeure. A party affected by Force Majeure shall advise the other in writing within 10 Business Days of any Force Majeure condition, its expected effect on deliveries and expected duration. The party affected by the Force Majeure shall (subject to the provisions of the last sentence of this Section 9) remedy the Force Majeure with all reasonable dispatch. In the event of a Force Majeure, delivery of the affected quantity of coal shall be made up in full or in part only at the discretion of the Party not claiming Force Majeure. If an event of Force Majeure persists for a continuous period of at least 60 days, then the party not claiming Force Majeure shall have the option, upon three days' prior written notice, to terminate this Contract and the obligations of the parties thereunder shall terminate (other than obligations and liabilities for prior performance thereunder). If Seller claims Force Majeure and is unable to meet all of its sales obligations under this Contract and any other of its coal sales agreements involving coal of a similar type and quality as the coal sold hereunder, or if Buyer claims Force Majeure and is unable to meet all of its purchase obligations under this Contract and any other of its coal purchase agreements involving coal of a similar type and quality as the coal purchased hereunder, then any reductions in Seller's deliveries or Buyer's purchases (as applicable) shall be allocated by the party claiming Force Majeure on a pro rata basis among this Contract and such other coal purchase agreements involving coal of a similar type and quality as the coal to be sold and purchased hereunder to the extent contractually permitted by this Contract and such other agreements.

10) WAIVER

The failure of Buyer or Seller to insist in any one or more instances upon strict performance of any of the provisions of this Contract or to take advantage of any of its rights hereunder shall not be construed as a future waiver of any such provisions or the relinquishment of any such rights, but the same shall continue and remain in full force and effect for the term of this Contract.

11) FINANCIAL RESPONSIBILITY

Either party shall have the right, but not the obligation, to request from the other party audited annual financial statements and quarterly unaudited financial statements. Should the creditworthiness or financial responsibility of either party in its reasonable judgment becomes unsatisfactory to the other party for reasonable grounds at any time during which this Contract is in effect, satisfactory security may be required before further deliveries/receipts are made under this Contract.

12) EVENT OF DEFAULT AND DAMAGES

(A) If an Event of Default (as hereafter defined) occurs with respect to a party (the "Defaulting Party") at any time during the term of this Contract, the other party (the "Non-Defaulting Party") may, in its sole discretion, do any or all of the following: (i) establish a date (which date shall be no earlier than the date that such notice is given to the Defaulting Party) ("Early Termination Date") on which this Contract shall terminate, (ii) withhold any payments due in respect of this Contract, (iii) suspend performance under this Contract and/or (iv) exercise such other remedies as may be provided in this Contract. An event of default with respect to any party ("Event of Default") shall mean any of the following: (i) the failure of either party to make when due, any payment required hereunder if such failure is not remedied within two Business Days after notice of such failure is given to the Defaulting Party by the Non-defaulting Party; (ii) the failure of either party to comply with any or all of its other respective obligations in good faith as herein set forth and such noncompliance is not cured within five Business Days after notice thereof to defaulting party; or (iii) failure to provide adequate security for or assurance of its ability to perform its further obligations under this Contract within 48 hours, but at least within one Business Day of a reasonable written request by the Non-Defaulting Party; (iv) either party (a) filing a petition in bankruptcy, (b) having such a petition filed against it, (c) becoming otherwise insolvent or unable to pay its debts as they become due; (v) the failure of a party's guarantor, if any, to perform any covenant set forth in its guaranty, or such guaranty shall expire or be terminated or shall cease to guarantee the obligations of such party hereunder, or such guarantor shall become subject to any of the events specified in (iv) (a), (b) or (c) (vi) the failure to provide adequate security or assurance of its ability to perform its further obligations under the contract within (48) hours but at least one Business Day of a reasonable written request by the non-defaulting party, or (vii) an event described in the last sentence of Section 6(c) shall have occurred. If an Early Termination Date is established, the Non-Defaulting Party shall calculate, using the formula described in (B) or (C) below, as applicable, and otherwise in a commercially reasonable manner, its damages, including any associated costs, resulting from the early termination of this Contract. Such damages and costs, if any, shall be paid by the Defaulting Party to the Non-Defaulting Party within five Business Days of the Defaulting Party's receipt of notice of the damages amount. If such payment is not timely made, it shall bear interest at the Interest Rate until paid.

(B) Unless excused by Force Majeure or Seller's failure to perform, if Buyer fails to accept all or any part of the quantity of coal to be delivered under this Contract, Buyer shall pay Seller for each ton of such deficiency an amount equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price plus (i) any additional transportation costs incurred by Seller due to such failure, and (ii) reasonable legal costs incurred by Seller in enforcement and protection of its rights under this Contract. "Sales Price" means the price, determined by Seller in a commercially reasonable manner, at which Seller resells (if at all) the coal, or, absent such a sale, the market price for such quantity of coal FOB Delivery Point.

(C) Unless excused by Force Majeure or Buyer's failure to perform, if Seller fails to deliver all or any part of the quantity of coal to be delivered under this Contract, Seller shall pay Buyer for each ton of such deficiency an amount equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price plus (i) any additional transportation costs incurred by Buyer due to such failure, and (ii) reasonable legal costs incurred by Buyer in enforcement and protection of its rights under this Contract. "Replacement Price" means the price, determined by Buyer in a commercially reasonable manner, at which Buyer purchases (if at all) substitute coal for the deficiency or, absent such a purchase, the market price for such quantity of coal FOB Delivery Point.

(D) Each party hereby stipulates that the payment obligations set forth in (B) and (C) above are reasonable in light of the anticipated harm and each party hereby waives the right to contest such payments as an unreasonable penalty or otherwise. The remedy set forth in (B) and (C) of this Paragraph 12 shall be the sole and exclusive remedy of the aggrieved party for the failure of the other to deliver or accept, as the case may be, the quantity of coal specified herein and all other damages and remedies are hereby waived as to such failure(s).

13) LIMITATION ON LIABILITY

NO WAIVER OF REMEDIES OR DAMAGES HEREIN SHALL APPLY TO CLAIMS OF ANTICIPATORY REPUDIATION OR REMEDIES THEREFOR PROVIDED BY LAW. NEITHER SELLER NOR BUYER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

14) FORWARD CONTRACT

Buyer and Seller each acknowledge that it is a "forward contract merchant" and that all transactions pursuant to this Contract constitute "forward contracts" within the meaning of the United States Bankruptcy Code.

15) NETTING AND SETOFF

If Buyer and Seller are required to pay any amount on the same day or in the same month, then such amounts with respect to each party may be aggregated and the parties may discharge their obligations to pay through netting, in which case the party, if any, owing the greater aggregate amount shall pay to the party owed the difference between the amounts owed. Each party reserves to itself all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which such party has or may be entitled to (whether by operation of law or otherwise). The obligations to make payments under this Contract and/or any other contract between the parties hereto may be offset against each other, set off or recouped therefrom.

16) CONFIDENTIALITY

The parties and their respective affiliates shall keep confidential any and all matters relating to this Contract, except those readily obtainable from public information, requested by a regulatory commission, or otherwise required by law to be disclosed.

17) ENTIRE AGREEMENT; MODIFICATIONS

This Contract, together with any attachments or exhibits specifically referenced herein, constitutes the entire contract between the Seller and the Buyer with respect to the subject matter hereof, supersedes all prior oral or written representations and contracts, and may be modified only by a written amendment signed by Buyer and Seller.

18) COMPLIANCE WITH THE LAW

Seller and Buyer shall make good faith efforts to comply with the provisions of all federal, state, and other governmental laws and any applicable order and/or regulations, or any amendments or supplements thereto, which have been, or may at any time be, issued by a governmental agency.

19) GOVERNING LAW; WAIVER OF JURY TRIAL; UCC

This Contract shall be construed, enforced, and performed in accordance with the laws of the State of New York, including New York General Obligation Law Sections 5-1401 and 5-1402. Each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Contract. Except as otherwise provided for herein, the provisions of the Uniform Commercial Code ("UCC") of the State of New York shall govern this Contract and coal provided hereunder shall be deemed to be "goods" for purposes of the UCC.

20) NOTICES

Notices provided for or required under this Contract may be exercised verbally, but shall be confirmed in writing as soon as practicable. The parties shall be legally bound from the date the notification is exercised. Notices provided for or required in writing herein shall be delivered by hand or electronic means or transmitted by facsimile or sent by certified mail, postage prepaid, return receipt requested, or by overnight mail or courier.

Notices hand delivered or delivered by electronic means, shall be deemed delivered by the close of the business day on which it was hand delivered or delivered by electronic means (unless hand delivered or transmitted by electronic means after the close of the business day in which case it shall be deemed received by the close of the next business day). Notices provided by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of a successful transmission. If the day on which such facsimile is received is not a business day or is after five p.m. Eastern Prevailing Time on a business day, then such facsimile shall be deemed to have been received on the following business day. Notices provided by certified mail, postage prepaid, return receipt requested, or by overnight mail or courier, shall be deemed delivered upon mailing.

21) DEFINITIONS

The following definitions and any terms defined internally in this Contract shall apply to this Contract and all notices and communications made pursuant to this Contract.

"AEP" means AEP Coal Marketing, LLC, as reflected in this Contract.

"Affiliate" means with respect to any entity, any other entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity. For this purpose, "control" means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

"ASTM" means the American Society for Testing and Materials.

"Business Day" means any day on which Federal Reserve member banks in New York, New York are open for business, and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

"Contract Price" means the price in United States Dollars per ton (unless otherwise specified in the Confirmation) to be paid by Buyer to Seller for purchase of coal and any other proper charges pursuant to this Contract.

"Eastern Prevailing Time" meansEastern Standard Time or Eastern Daylight Savings Time in effect in New York City, New York, as the case may be on the relevant date.

*"Force Majeure"*means an event or circumstance which prevents one party from performing its obligations under this Contract, which is not within the reasonable control of, or the result of the negligence of, the party claiming Force Majeure, and which by the exercise of due diligence, the claiming party is unable to overcome or avoid or cause to be avoided or is unable in good faith to obtain a substitute therefore. Force Majeure shall not be based on: (1) the loss of the Buyer's markets; (2) Buyer's inability economically to use or resell the coal purchased hereunder; (3) the loss or failure of Seller's supply (including, without limitation, adverse mining conditions, or loss of feedstocks or raw materials); (4) the Seller's ability to sell the coal at a price greater than the Contract Price; or (5) Seller's inability to economically produce or obtain the coal.

"NIST" means the National Institute of Standards and Technology Handbook #44.

"Shipment" means, as applicable, one unit trainload, one barge or vessel load, or the aggregate of the truckloads that are loaded on any one day in accordance with the applicable transportation specifications.

"Transporter" means the entity or entities transporting the coal on behalf of Seller to and at the Delivery Point or on behalf of Buyer or Buyer's designee from the Delivery Point.

Alliance Coal, LLC

Brad F. Shellenberger
General Manager - Contract Administration
(918) 295-7619

March 9, 2001

Via Federal Express

Dennis G. Edwards
Vice President
Electric Fuels Corporation
One Progress Plaza
St. Petersburg, FL 33701

RE: Agreement for the Sale and Purchase of Coal Dated March 8, 2001 Between Electric Fuels Corporation and MC Mining, LLC

Dear Dennis:

Enclosed is one fully executed original of the above referenced agreement. We have retained one fully executed original for our files.

We look forward to continuing our business relationship and appreciate very much the opportunity to supply a portion of Electric Fuels coal supply requirements under our new agreement.

Sincerely,

Brad F. Shellenberger
General Manager, Contract Administration

cc: Gary Rathburn
John Tanner

MAIL: Post Office Box 22027 Tulsa, OK 74121-2027
Fax: (918) 295-7360 1717 South Boulder Avenue Tulsa, OK 74119

AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 8th day of March 2001, between ELECTRIC FUELS CORPORATION, a Florida corporation, 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida 33701, (hereinafter "PURCHASER") and MC Mining, LLC, a Delaware limited liability company, having an office at 1717 South Boulder Avenue, Tulsa, Oklahoma 74119 (hereinafter "SELLER").

WHEREAS, PURCHASER supplies coal to Florida Power Corporation, a Florida corporation (hereinafter "FPC") and Carolina Power and Light Company, a North Carolina corporation (hereinafter "CP&L") under long-term purchase and sale agreement for use as fuel at FPC's Crystal River Units No. 4 and No. 5 near Red Level, Citrus County, Florida and/or any of CP&L's generating units (hereinafter "Generating Units") ; and

WHEREAS, SELLER represents and warrants that SELLER owns or leases certain mineral interests to be known as the MC Mining, LLC Mine lying in Pike County, Kentucky containing reserves in seams sufficient in quality and quantity to supply the coal covered by this Agreement (hereinafter referred to as the "Coal Property"); and

WHEREAS, Seller has appointed Alliance Coal Sales, a division of Alliance Coal, LLC, as SELLER'S agent for administration of this Agreement ("SELLER'S Agent") ; and

WHEREAS, PURCHASER desires to purchase and SELLER desires to mine and sell coal for use as fuel in FPC's Generating Units;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as herein stated and intending to be legally bound, PURCHASER and SELLER agree as follows:

1.01 Mutual Obligations. SELLER agrees to mine, sell and deliver to PURCHASER, and PURCHASER agrees to purchase from SELLER, coal of the quality and in the quantities and on the terms and conditions set forth below.

2.01 SELLER'S Reserves and Preparations for Selling Coal. SELLER represents and warrants that SELLER owns or leases the Coal Property. SELLER further represents and warrants that the Coal Property contains economically recoverable coal of a quality and in quantities which, under present mining laws, practices, governmental rules and regulations will be sufficient to satisfy all the requirements of this Agreement during the entire term of this Agreement. SELLER agrees and warrants that it will immediately proceed to mine coal from the Coal Property and provide loading facilities capable of loading at the rate required to comply with this Agreement, all on such a schedule as to put SELLER in position to commence its sales and deliveries of coal to PURCHASER in accordance with the further provisions hereof.

3.01 Quantity and Source. During the period beginning April 1, 2001, and ending December 31, 2001, the quantity of coal to be delivered hereunder shall be 200,000 tons.

During each subsequent calendar year during the term hereof, the quantity of coal to be delivered hereunder shall be, at PURCHASER's option, between 275,000 tons and 325,000 tons. PURCHASER shall declare the annual quantity to be purchased within the aforementioned tonnage limits during such time the parties are meeting to establish a new base price pursuant to Section 5.02.

Seller may, but shall not be required to, supply coal from other sources that meets the quality requirements of this Agreement. The cost of such substitute coal shall not exceed the delivered cost per MM/BTU for coal to be supplied from the Coal Property. Any substitute coal that Seller may provide shall be sold to Buyer under the same terms and conditions of this Agreement. SELLER'S right to furnish substitute coal shall not affect its right to claim force majeure because of events occurring at the Coal Property. Seller shall provide Buyer prior notice of the source of any substitute coal unit trains that Seller intends to ship from load out points other than SELLER'S Mine. Within three (3) business days from SELLER'S date of notice, Buyer shall have the right to refuse such unit train shipments of substitute coal if Buyer, in good faith, claims Buyer has previously received coal from such substitute source under prior or current coal supply agreements which failed to meet the quality requirements set forth in this Agreement.

4.01 Term. Unless sooner terminated in accordance with the provisions hereof, the term of this Agreement shall be for the period beginning April 1, 2001 and ending December 31, 2003 (two years and nine months).

5.01 Base Price Per Ton of Coal. The base price per ton of coal, beginning April 1, 2001, f.o.b. SELLER'S mine loading site, loaded in the railcar or truck, (hereinafter "base

price") shall be $27.25 per ton ("ton" as used herein means 2,000 LB avoirdupois weight). This price is fixed and firm for calendar year 2001.

5.02 Annual Price Review. On or before November 1, 2001, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2002. On or before November 1, 2002, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2003. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2002, this Agreement shall terminate on December 31, 2001. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2003, this Agreement shall terminate on December 31, 2002.

6.01 Adjustments for Quality of Coal. The base price for coal to be sold to PURCHASER under this Agreement shall be further adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto.

6.02 Billing and Payment. SELLER shall invoice PURCHASER for each shipment of coal delivered to PURCHASER at the base price, as adjusted under Section 5.02 hereof. Seller shall invoice PURCHASER monthly following the month of shipment for adjustments under Section 6.01, of which invoice shall be accompanied by a statement showing the basis for the adjustment. Each invoice shall be paid by PURCHASER within twenty (20) days of the date of the invoice or fifteen (15) days from receipt of the invoice, whichever is later.

As used herein, the term "Late Payment" shall mean any payment not paid when due unless the due date falls on a weekend or a holiday, in which event the due date shall

be the next business day. In the event Seller notifies PURCHASER that Seller is receiving Late Payment(s), PURCHASER shall review its internal approval and payment procedures and shall immediately remedy such payment practices. Seller shall have the right to collect interest for Late Payments. Interest shall be charged on the past due accounts at the rate per annum equal to the prime rate charged on the Late Payment date by the J.P. Morgan Chase and Co. Bank, or an alternate prime New York bank if the aforementioned bank is dissolved due to sale or merger. Noncompliance with said terms of payment shall give Seller the right to suspend further shipments until payment is made for all outstanding amounts due Seller on previous shipments, including amounts due for interest. Further, Seller shall have the right to suspend shipments until adequate security for payment is furnished or, if such security is not promptly furnished and thereafter maintained, to cancel this Agreement with respect to shipments not made. The forgoing remedies of Seller are not to be considered exclusive but shall be cumulative and be in addition to any other remedies in favor of Seller as provided herein or by law.

7.01 Delivery and Title. Delivery shall commence during April 2001. Time is of the essence. Delivery will be at PURCHASER'S option as provided in Section 7.02, in railroad cars or trucks f.o.b. the Coal Property and will be so scheduled as to permit loading in unit train lots in accordance with the terms of the applicable contract or tariff (as defined hereinafter). PURCHASER represents that it will supply transportation equipment as required for delivery. Delivery shall be made under a mutually agreed to shipping schedule in approximately equal monthly installments wherever possible. Seller shall use good faith efforts to make changes in the monthly shipping schedule that PURCHASER may request on a reasonable basis to meet monthly burn requirements at FPC's

Generating Units and to conform to PURCHASER'S unit train and unit tow tonnage requirements. Title to the coal and risk of loss thereof shall transfer to PURCHASER at the time the trains or trucks are completely loaded and have been released by SELLER.

7.02 Shipment; Applicable Contract or Tariff. It is currently contemplated that coal sold hereunder will be shipped by rail from SELLER'S unit train loading facilities at its MC Mining, LLC mine operations to destinations specified by PURCHASER. Notwithstanding the foregoing, PURCHASER shall have the option to ship the coal by truck or rail to river docks for movement on the American inland waterway system. Coal for shipment by river from a single origin shall be scheduled in shipments of up to 22,500 tons for loading into fifteen (15) barge unit tows. SELLER shall have up to ten (10) days to load trucks and/or trains for shipment to river docks for 22,500 ton barge unit tows.

Unless waived in writing by PURCHASER (as may be done in the case of river shipments), SELLER will provide, at its own expense, off-mainline rail trackage sufficient for efficient and dependable loading of unit trains at or near the mine loading site or at another mutually acceptable location in accordance with schedules established under Section 7.01. SELLER shall load unit trains that are delivered to SELLER'S loading facilities during the hours of 7:00 a.m. to 5:00 p.m. Monday through Saturday of each week, excluding mine holidays or vacation periods. Any unit trains that are delivered after 5:00 p.m. on such loading days, may, at SELLER'S option, be loaded promptly or not loaded until the next loading day (i.e. if a unit train arrives after 5:00 p.m. on Saturday, loading may, at SELLER'S option, not commence until 7:00 a.m. the following Monday, provided said Monday is not during a mine holiday or vacation period). Provided PURCHASER has provided railcars which are clean and suitable for loading and SELLER does not have to clean the railcars prior to loading, SELLER shall fully load unit trains

comprised of up to ninety (90) one-hundred (100) ton cars within four (4) hours of their arrival (minimum weight 9,600 tons per 90-car unit train or 107.0 minimum tons per car) or in accordance with the applicable contract or tariff for shipments hereunder, provided such loading shall only be performed during the loading hours and days of the week as set forth above. SELLER shall load each car at least to the minimum tonnage requirements of the railroad as defined in the CSXT-8200 Series Tariff in effect at the time shipments are made. "Arrival" shall be deemed to have occurred when the SELLER is notified by the CSX trainmaster that a train is available for loading. Requests by the SELLER to the CSX to "hold" trains will not allow SELLER to avoid charges referenced in Appendix B.

In no event shall SELLER load a car in excess of the maximum weight limitation of 270,000 pounds in gross weight or as currently allowed by the railroad over the route of movement. If a car is found to be loaded in excess of the maximum weight limitation, the provision and charges published in Item 3000A, Tariff ICC CSXT-8200-Series, including supplements thereto or reissues thereof, will apply; and SELLER shall be responsible for such charges.

Shipment of coal under this Agreement (other than by truck) shall be made in accordance with the contract which PURCHASER has negotiated with the railroad or in the absence thereof the applicable tariff (herein called the "applicable contract or tariff"). SELLER agrees to load unit trains in a manner and at an effective rate sufficient to load the quantities of coal scheduled for delivery under this Agreement and sufficient to qualify PURCHASER for the applicable contract or tariff without demurrage, car detention, dead freight or other penalties or charges; provided, however, that PURCHASER provides transportation equipment on a regularly scheduled basis sufficient to enable SELLER to fulfill the terms of this Agreement. SELLER agrees and warrants that no agreement of SELLER providing for the joint use of surface facilities will interfere with or impair

SELLER'S obligations as set forth in this Agreement. The provisions of Sections 7.04 and 7.05 of this Agreement shall not be deemed to limit or modify any of SELLER'S obligations or PURCHASER'S rights hereunder.

If the applicable contract or tariff is amended, supplemented or replaced, SELLER shall exert all reasonable efforts to make subsequent shipments of coal in accordance with the terms of the applicable contract or tariff as amended, supplemented or replaced. Notwithstanding anything in this Agreement to the contrary, if the applicable contract or tariff as amended, supplemented or replaced imposes more costly car-loading terms, conditions or duties on SELLER than those specifically assumed by SELLER under this Agreement, PURCHASER either shall pay SELLER, as a direct result of the imposition of such additional costly car-loading terms, conditions or duties on SELLER, reasonable additional per ton charges or, at PURCHASER'S sole discretion, may terminate the Agreement. Payments shall begin within thirty (30) days after receipt from SELLER of a written statement itemizing such costs (which may include SELLER'S additional costs for labor, materials, amortization of capital items or a combination of these) and showing facts necessary to permit PURCHASER to verify such costs.

7.03 Freight Charges. Subject to reimbursement provided by Sections 7.04 and 7.05, PURCHASER shall pay all freight and other charges imposed by the applicable contract or tariff.

7.04 Excess Loading Costs Chargeable to SELLER. If SELLER fails to satisfy the loading requirements of the applicable contract and such failure is not excused pursuant to force majeure as provided in Section 11.01 hereof or not due to fault or negligence of the CSX railroad and/or PURCHASER of providing an adequate quantity of railcars

suitable for loading on the scheduled loading date or for any other reasons relating to actions of the CSX railroad and/or PURCHASER , SELLER shall pay PURCHASER or the railroad any resulting car detention penalties, demurrage, crew charges or charges for cars not timely loaded to marked capacity which PURCHASER is required to pay under the applicable contract or tariff. In addition, SELLER shall pay PURCHASER reasonable lost railcar utilization charges for failure to timely and fully load and/or time lost to unload overloaded railcars of PURCHASER, provided such costs were not incurred due to the fault and/or negligence of the CSX railroad and/or PURCHASER. Examples of these charges are listed in Appendix B.

7.05 Excess Freight Costs Chargeable to SELLER. If SELLER fails to have available sufficient coal to satisfy the quantity requirements of Section 3.01 on the regularly scheduled basis referred to in Section 7.01 and thereby fails to satisfy the tonnage requirements of the applicable contract or tariff (dead freight, volume incentive threshold, annual volume guarantee) and such failure is not excused pursuant to force majeure as provided in Section 11.01 hereof or not due to the fault or negligence of the CSX railroad and/or PURCHASER of providing an adequate quantity of railcars suitable for loading at the scheduled loading date, SELLER shall pay PURCHASER any resulting freight charges which PURCHASER is required by such contract or tariff to pay in excess of the amount of such charges that would have been payable with respect to the coal actually shipped had tonnage requirements been met. In the event locomotives, caboose and train crew are released without a unit train of loaded cars being released to the railroad, detention charges, which include charges for locomotives, if any, will cease at the time of notification of such release. When a train crew, caboose and locomotives are again required by SELLER for service, a charge of $1,635.00, as adjusted by the railroad, will be

assessed by the railroad and paid by SELLER and the detention and free time provisions will again be applicable upon the arrival of locomotives, caboose and crew at the mine loading site.

7.06 Payment of Excess Cost to PURCHASER. Any payments required by Sections 7.04 and 7.05 above which are not being disputed by SELLER, shall be promptly paid on receipt by SELLER of a written statement from PURCHASER itemizing such charges and showing facts necessary to permit SELLER to verify such charges. At SELLER'S election, such charges may be credited against amounts then owed by PURCHASER to SELLER hereunder.

7.07 Freeze Proofing. When required by the river transfer terminal, a PURCHASER approved freeze proofing material will be applied by SELLER at the rate of two (2) pints per ton which shall be charged at a cost per ton equal to the cost of the product plus 10% for labor and facility application cost. Freeze proofing will not be required on direct rail shipments.

8.01 Weighing. The net weight of coal sold and delivered hereunder shall be determined by SELLER'S certified scales (if available) at origin for unit train shipments or by railroads which haul the coal at the usual railroad company weighing point for non-unit train shipments or by barge survey if rail weights are not available. However, for unit train shipments, if the origin scales are inoperable or are not certified, PURCHASER may order weighing by the carrying railroad over certified scales or may use the average of the net weights of the five prior unit trains. Notwithstanding the above, PURCHASER reserves

the right to utilize certified weigh-in-motion track scales at FPC's Crystal River power plant at any time.

8.02 Sampling and Analysis.

A. Sampling. Sampling of coal subject to this Agreement shall be performed on each shipment with an automatic sampling system by Commercial Testing and Engineering ('CT&E'), a third party employed by SELLER at the mine, in conformance with the specifications of ASTM Standards listed in Appendix D, except for deviations agreed to in writing by PURCHASER and SELLER. In case of any failure of the automatic sampler, trainloads may be hand-sampled by taking a small and roughly equal quantity of coal from each carload or by other mutually agreed to method. The gross sample obtained by combining the individual carload samples shall be divided into four sub-samples in accordance with the procedures set out below. The cost of CT&E's sampling and analysis of the coal delivered herein shall be for the account of SELLER.

The SELLER shall perform or cause to be performed bias/performance tests on mechanical sampling systems as soon as practical or at any time when the need for such tests becomes evident. PURCHASER has the right to perform or cause to be performed bias/performance tests at any time during the period that this Agreement is in effect at PURCHASER'S cost.

A minimum of four sub-samples shall be divided from the gross sample according to ASTM Standard D 2013. The fourth sub-sample shall be placed in a suitable container and sent to PURCHASER. The third sub-sample shall be placed in a suitable container and saved for SELLER'S disposition only. The second sub-sample shall be placed in a suitable container and retained for ninety (90) days as a check sample. The first sub-sample, which is called the laboratory sample, shall be used for analyses as

specified in the following paragraphs. Appropriate additional splits shall be retained for Hardgrove Grindability Index.

B. Air Drying. The laboratory sample shall be air-dried according to ASTM Standards D 2013 and D 3302, except that new minimum and maximum times may be employed by mutual agreement. The air-dried sample shall then be prepared for further analyses.

C. Analyses to be Made. The analyses to be made by CT&E in accordance to methods described in the applicable standards are as follows:

Moisture, in weight percentage
Ash Content, in weight percentage
Calorific Value, in Btu's per pound
Sulfur, in weight percentage
Volatile, in weight percentage
Ash Fusion, in degrees Fahrenheit

In the event PURCHASER notifies SELLER that FPC's generating units are experiencing handling problems and/or difficulties in utilizing the coal delivered hereunder due to coal shipments failing to meet the quality specifications for grindability or pyritic sulfur or fines (-1/4 "), as set forth in Section 9.01, SELLER shall require CT&E to commence conducting per shipment analysis for such quality specifications to confirm non-compliance with any such specifications. If CT&E's analysis confirm non-compliance with any such specifications, SELLER shall review its coal preparation and loading practices and exert all reasonable good faith efforts to correct the cause of such non-compliance and commence making shipments which meet such specifications.

D. Adverse Effect. In the event the coal delivered hereunder meets the fines (-1/4") requirements set forth in Section 9.01 but nevertheless can not be unloaded or otherwise handled by the Generating Units while acting in good faith, (hereinafter

referred to as an "Adverse Effect"), SELLER and PURCHASER shall meet in good faith to determine the options which either party, in its sole discretion, may have to eliminate the Adverse Effect. If the parties fail to reach agreement on procedures to eliminate the Adverse Effect within thirty (30) days from the date of PURCHASER'S notice of an Adverse Effect, then either party, by providing ten (10) days prior written notice to the other party, may terminate this Agreement without any further obligations or liability except for those which apply up through the date of termination.

E. Acceptance of Results. The results of CT&E's sampling and analysis shall be accepted as the quality and characteristics of the coal delivered hereunder in the trainloads represented by such samples and the same shall be accepted as the monthly analysis for the trainloads delivered during such month; provided, however, that if either party, within ninety (90) days, questions the correctness of the original analysis made on the laboratory sample, it shall have the right to have the check sample analyzed by a different commercial testing laboratory mutually selected by SELLER and PURCHASER and said laboratory shall use methods approved by ASTM or other mutually acceptable procedures. The results obtained on the check sample will be accepted as the quality and characteristics of the lot of coal involved. The party questioning the correctness of the original analyses shall pay the cost of such analyses. The price for the coal represented by such samples shall be adjusted in accordance with the provisions of this Agreement and any amounts due shall be paid in accordance with Section 6 hereof.

PURCHASER and SELLER shall have the right to have a representative present at any and all times to observe said sampling and analyses and to take a reasonable number of samples.

F. Sampling and Analysis of Substitute Coal. In the event SELLER provides substitute coal under the provisions of Section 3.01 from a loading point other than

SELLER'S Mine, a commercial testing laboratory mutually selected by SELLER and PURCHASER shall conduct the sampling and analysis of such substitute coal shipments in accordance with all of the provisions set forth herein above in this Section 8.02 as is required by CT&E at SELLER'S Mine.

9.01 Coal Specifications. Coal delivered hereunder shall be a homogenous coal, crushed to two inches (2") by zero inches (0") in size. The coal shall be prepared so as to be free from excess quantities of bone, slate, shale, fire clay, wood, metal, rock, loose clay, and other mine impurities as determined by PURCHASER and shall have a temperature below 131° Fahrenheit, and shall have the following specifications per shipment on an "as-received" basis:

SPECIFICATION	REQUIREMENTS
Moisture	9.0% (maximum)
Ash	10.0% (maximum)
Sulfur	1.2 LB/SO_2 per Million Btu (maximum)
Volatile	32 (minimum) 35 (maximum)
Ash Fusion - Softening (H=W), Reducing	2,700°F (minimum)
Grindability	39 HGI (minimum) 45 HGI (maximum)
Calorific Value	12,300 Btu/LB (guaranteed)
Pyritic Sulfur	.2% (maximum)
Fines (-1/4")	60% (maximum)

9.02 Coal Specifications Deficiencies. For purposes of this Agreement, a "shipment" shall mean the quantity actually received in any unit train or river barge load from any single loading point. If the coal delivered hereunder in any single shipment fails

to meet any of the specifications set out in Section 9.01 other than sulfur content, PURCHASER shall have the right to exercise, at its sole discretion, the following options with respect to each such shipment:

A. PURCHASER may notify SELLER that PURCHASER will accept such coal subject to and in accordance with the provisions set forth in this Agreement including Appendix A; provided, however, that PURCHASER has the right at any time thereafter to exercise any of the other options set forth in Paragraph B of this Section 9.02 with respect to subsequent deliveries of coal hereunder; or

B. PURCHASER may reject any shipment without payment, and SELLER shall be obligated to pay PURCHASER'S costs to transport such coal from the point of SELLER'S delivery to the PURCHASER'S buyer's unit, the cost to dispose of such coal and all other reasonable costs of disposition incurred, including PURCHASER'S railcar utilization costs and costs to transport such coal from PURCHASER'S buyer's unit to the point of disposition. Also, PURCHASER may notify SELLER to suspend further deliveries of coal hereunder until SELLER demonstrates to PURCHASER'S sole satisfaction that SELLER can deliver coal that will conform to the specifications set forth in Section 9.01. If, in PURCHASER'S sole reasonable opinion, SELLER acting in good faith fails to make the above demonstration within thirty (30) days after notice by PURCHASER, PURCHASER shall have the right to terminate or cancel this Agreement , of which rights shall be PURCHASER'S sole and exclusive remedy for having received coal which exceeds the quality specifications required in Section 9.01. If PURCHASER can provide any prevailing evidence that SELLER has not acted in good faith to deliver coal that will conform to the specifications set forth in Section 9.01, then PURCHASER shall have the right to terminate this Agreement and be allowed to purchase coal from other sources which meets the requirements of this Agreement and recover from SELLER the difference

in replacement costs for such coal compared to the cost PURCHASER would have paid for coal required to be delivered hereunder. Further, in no event shall SELLER be liable for any special, incidental or consequential damages claimed to be incurred by PURCHASER as the result of PURCHASER purchasing replacement coal as provided herein above in this Section 9.02.

9.03 Sulfur Content Warranty. SELLER warrants and represents that the total sulfur content of each shipment shall not contain more than 1.20 LB of sulfur dioxide per million Btu's heat input (the "calculated sulfur limit") and not more than .2 percent pyritic sulfur.

In the event SELLER delivers to PURCHASER any shipment of coal with a total sulfur content or a pyritic sulfur content in excess of the calculated sulfur limits set forth above, PURCHASER shall have the right, in its sole discretion, to exercise the following options with respect to each such shipment:

A. PURCHASER may accept such coal to use for blending directly with other coal from PURCHASER'S active stockpile so that the blended coal shall not exceed the sulfur dioxide per million Btu limits, and the price thereof shall be reduced 5 percent (5%). Such adjusted price shall become the price for purposes of applying any adjustments provided in Appendix A.

B. PURCHASER may reject such shipment without payment and SELLER shall be obligated to pay PURCHASER'S costs to transport such coal from the point of SELLER'S delivery to PURCHASER'S buyer's unit, the cost to dispose such coal and all other reasonable costs of disposition incurred, including but not limited to PURCHASER'S railcar utilization costs, and costs to transport such coal from PURCHASER'S buyer's unit to the point of disposition. If PURCHASER rejects a shipment from SELLER under the

provisions of this paragraph, PURCHASER and SELLER shall meet promptly thereafter to see what reasonable steps may be taken on the part of both parties to allow this Agreement to continue. If PURCHASER and SELLER , acting in good faith, fail to reach agreement within thirty (30) days as to what steps can be taken to correct the situation, then PURCHASER shall have the right to terminate this Agreement by giving notice of termination to SELLER , of which right shall be PURCHASER'S sole and exclusive remedy for receiving coal which fails to meet the sulfur specifications as required herein, unless Purchaser can provide prevailing evidence that SELLER did not act in good faith, in which event Purchaser shall have the right to purchase replacement coal and recover the replacement cost as provided in Section 9.02.

SELLER shall be permitted to have a representative present to observe tests conducted by PURCHASER'S buyer of burning in PURCHASER'S buyer's facilities and to observe sampling, analyses and tests conducted to determine the content of flue gases resulting from the burning of such coal.

10.01 Quality Reports. As soon as practicable after the end of each calendar month, SELLER shall send to PURCHASER a statement showing the weighted average short proximate analyses of all the coal delivered during the preceding calendar month.

11.01 Force Majeure. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection,

riot, labor dispute, labor or material shortage, fire, explosion, flood, mine accidents, adverse mining conditions including, but not limited to, (i) mine roof and rib falls, (ii) geological anomalies in coal seams, (iii) underground flooding from aquifers and (iv) extraordinary changes in coal seam characteristics; breakdown of or damage to equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of military authority, legislative, regulatory or judicial rule or order adopted, amended or newly interpreted subsequent to the date of this Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, processing or loading of coal by SELLER ("SELLER'S obligations hereunder") or the receiving, transporting, storing and/or delivering by PURCHASER or PURCHASER'S carrier or PURCHASER'S river terminal thereof or the accepting, consuming and/or unloading thereof by PURCHASER or PURCHASER'S intended buyer. ("PURCHASER'S obligations hereunder").

In the event performance of SELLER'S obligations hereunder or PURCHASER'S obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall be made up at the option of the party

not claiming the force majeure , with make up shipments being made under a mutally agreed to shipping schedule at the price in effect when the coal was originally intended to be shipped, notwithstanding the force majeure event. In the event force majeure results in a partial reduction in the total quantity of coal SELLER is obligated to deliver hereunder, the quantity of coal SELLER shall be obligated to deliver to PURCHASER hereunder during the continuance of such force majeure shall, to the extent practical, be limited to the amount of coal required to be delivered during such period but for this sentence multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict FPC and/or CP&L from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in FPC's and/or CP&L's sole judgment, result in unreasonable expense to FPC and/or CP&L, the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during the continuance of such force majeure.

12.01 Independent Contractor. The parties recognize and agree that neither party is an agent or employee of the other but is independent of any managerial or other control or direction by the other in its work hereunder and is free to perform, by such means and in such manner as such party may choose, all work in pursuance of commitments hereunder.

13.01 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns under Section 14.01 hereof. This Agreement shall not create any rights or remedies in any entity not a part hereto.

14.01 Assignments. Neither party may assign nor transfer this Agreement nor any rights nor obligations hereunder without the prior written consent of the other party hereto, of which consent shall not be unreasonably witheld, provided, however, witholding approval of assignment to a party to which the non-assigning party can provide prevailing evidence such party can not perform the obligations and responsibilities as required under this Agreement shall not be considered as being unreasonable. In the event that there shall be a change of control of SELLER or any company which controls SELLER directly or indirectly (as the term control is defined in the Federal Securities Law), PURCHASER will have the right to terminate this Agreement.

15.01 Audit. SELLER agrees to maintain books, records, documents and other evidences pertaining to the costs of producing, mining, handling or loading of coal under this Agreement (herein collectively called the "records") to the extent and in such detail as will properly reflect all items of whatever nature for which payment, reimbursement or adjustment in base price of coal is claimed under the provisions of this Agreement. Upon the request of PURCHASER, SELLER shall make available at SELLER'S office any and all said records along with related correspondence, receipts, vouchers and memoranda pertaining to this Agreement for inspection, audit or reproduction by any authorized representative of PURCHASER. SELLER shall preserve all such records with respect to each shipment of coal for a period of twenty-four (24) months after final payment for such

shipment, during which time PURCHASER shall complete any audit it may desire; provided, however, such time limitation shall not apply in cases whereby material misrepresentation, fraud or similar circumstances are claimed. The applicable records shall be preserved until audit is completed or, should there otherwise be questions raised regarding such recording, until agreement with regard to same is reached. Upon request by Seller, PURCHASER shall make available its books and records relating to any claims made by PURCHASER for reimbursement of claimed actual costs and for any force majeure events affecting PURCHASER'S ability to receive coal as required herein.

15.02 Mine Access Rights. SELLER shall at all times carry out its mining operations consistent with obligations to meet the production and delivery schedule as provided herein. Upon PURCHASER providing Seller prior notice and justifiable basis for visit, the PURCHASER shall have the right from time to time during the term of this Agreement to arrange for geologists, consultants and engineers (PURCHASER'S "agents"), as well as PURCHASER'S own employees, to visit the mine at PURCHASER'S expense and risk, so long as it does not interfere with SELLER'S operations. In the event of SELLER'S unexcused failure to deliver the quantity and/or quality of coal required under this Agreement, PURCHASER and its agents shall, upon providing prior written notice to Seller, have the right to visit the mine and review any and all data related to SELLER'S mining plans and reserves used to produce the quantity and quality of coal required by this Agreement.

16.01 Oil Back Out. If during the term of this Agreement, the New York Harbor Daily Spot Market Cargo Price for No. 6 Fuel Oil, 1.0 percent maximum sulfur, as published in Platt's U. S. Marketscan under the heading "Estimated Gulfcoast

Waterborne," averaged over a thirty (30) consecutive day period (hereinafter the "average" price), is less than or equal to the price specified below (hereinafter the "target price"), then PURCHASER, at its sole option, may reduce the monthly ratable quantity of coal purchased hereunder by 50 percent for each calendar month that the average price is less than or equal to the target price. The target price shall be $13 per barrel during calendar year. PURCHASER may exercise this option by giving written notice to SELLER within fifteen (15) business days of the date that that PURCHASER determined that the average price is less than or equal to the target price at or below the aforementioned values. The 50 percent reduction percentage, if PURCHASER exercises its option, shall be effective at the beginning of the calendar month immediately following the calendar month in which notice is given to SELLER. The foregoing provision shall apply only in such event that PURCHASER or PURCHASER'S intended customer, FPC, obtains replacement fuel or power as a consequence of oil prices being at or below $13 per barrel.

16.02 Partial Dispute. Should any bona fide dispute involving the price of coal hereunder extend only to a portion of any amount claimed due hereunder, the undisputed portion shall be paid as and when due. Should it later be determined that additional payments are due from PURCHASER to SELLER, such amount shall be paid together with interest from the date payment was due as provided herein at the prime rate for preferred customers on loans not to exceed thirty (30) days as from time to time quoted by the Morgan Guaranty Trust Company of New York, New York, during pendency of the dispute.

17.01 Waiver. The failure of either party to insist on strict performance of any provisions of this Agreement, or to take advantage of any right hereunder, shall not be

construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

18.01 Remedies Cumulative. Except as otherwise expressly provided in this Agreement, the remedies provided under this Agreement shall be cumulative and in addition to other remedies provided by law, provided, however, neither party shall be entitled to claim special, consequential or incidental damages.

19.01 Default. Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default but in no event later than within sixty (60) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

20.01 Indemnification. SELLER shall indemnify, defend and hold PURCHASER harmless from and against any claim, demand or damage asserted against PURCHASER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of SELLER. PURCHASER shall indemnify, defend and hold SELLER harmless from and against any liability, claim, demand or damage incurred by or asserted against SELLER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of PURCHASER. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party.

21.01 Notice of Problem. Whenever either party hereto encounters or discovers or reasonably anticipates any problem which could delay or prevent performance of this Agreement, such party shall immediately notify the other party of all relevant circumstances and any remedial steps being taken.

22.01 Captions. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

23.01 Applicable Law and Venue. All questions relating to execution, construction, performance, termination or breach of this Agreement shall be resolved under the laws of the State of Florida without regard to the choice of law provisions thereof. In the event of any lawsuit filed hereunder, the parties hereto authorize venue in Pinellas County, Florida, and/or the federal court district encompassing said county.

24.01 Conflict of Interest Policy. PURCHASER has adopted a conflict of interest policy, applicable to all of its full-time employees (hereafter "Employee"), and intended to ensure that all business activities of PURCHASER will be conducted in a manner so as to avoid any conflict of interest or appearance of a conflict.

SELLER agrees to conduct its activities in support of said conflict of interest policy, specifically as follows:

(a) SELLER shall promptly disclose to PURCHASER the existence of any material financial interest in SELLER held, at any time during the term of this Agreement, by any Employee or member of an Employee's immediate family. The holding of publicly

traded securities in SELLER need not be disclosed unless the Employee is directly or indirectly involved in dealing with the SELLER.

(b) SELLER shall not accept on its own behalf the service or employment in any capacity (such as director, officer, employee, representative or consultant) of any Employee, unless such service or employment is specifically authorized by the President or Board of Directors of PURCHASER.

(c) SELLER shall not offer to any Employee or member of an Employee's immediate family any gifts of more than token value, special preference loans, lavish entertainment or other substantial favors.

Breach of this provision by SELLER shall constitute a material breach of this Agreement, and in the event thereof PURCHASER shall have the right to terminate this Agreement and pursue any and all other remedies at law or equity.

25.01 Entire Agreement. This instrument contains the entire agreement between the parties as to coal produced and sold from the Coal Property; and there are no representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that PURCHASER or SELLER may from time to time in the administration of this Agreement issue and transmit each to the other documents designated as "Purchase Orders" and "Change Orders;" these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

26.01 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first written.

WITNESS:

ELECTRIC FUELS CORPORATION

BY: _____

ITS: Vice President—Coal Procurement

WITNESS:

MC MINING, LLC

BY: _____

ITS: Sr. Vice President Marketing

APPENDIX A

Penalty/Premium

Coal sold hereunder shall be subject to a penalty or premium based upon the average "as received" Btu per pound of coal shipped during each calendar month. The penalty or premium for variation in the average heating value of the coal shipped during any such calendar month shall be determined as follows:

If the weighted average calorific value in any month is greater than or less than 12,500 Btu's per pound, the adjustment to be made therefor shall be computed on the basis of the following formula:

(Actual Btu's per pound-12,500 Btu/LB) ÷ 12,500
Btu/LB x Base Price = Cents per ton (f.o.b. Mine)
(Premium if positive; Penalty if negative.)

An example of the rounding will be as follows:

Base Btu's = 12,500
Base Price = [redacted]

Premium (12,626 - 12,500) ÷ 12,500 = .01008 x [redacted]
Penalty (12,414 - 12,500) ÷ 12,500 = (.00688) x [redacted]

APPENDIX B

Railroad, Railcar and River Barge Demurrage/Detention Costs

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series, including supplements thereto and re-issues thereof.

2. Dead Freight: Actual railroad charges.

3. Crew Change: $1,635.00 per change, subject to periodic adjustment by the railroad.

B. EFC RAILCAR CHARGES:

1. Lost Utilization Charges: Sum of a. and b. below.

   a. Delay of Train = $30 per car per day of delay.

   b. Failure to Fully Load Cars = ((9,600 ÷ 90 x AC) - AW) x $2.50 = P$

      Where: AC = actual number railcars
      AW = actual weight of train
      P$ = penalty in dollars

C. RIVER BARGE DEMURRAGE CHARGES:

One (1) day free time to load; $175/day thereafter. This rate is subject to change after December 31, 2001.

APPENDIX C

SAMPLING STANDARDS

Current versions of the following ASTM Standards or subsequent revisions thereof shall apply to equipment and methods used for sampling and analyzing coal under this Agreement, unless specifically stated and mutually agreed to otherwise:

D 4749 Test Method for Performing Sieve Analysis of Coal and Designating Coal Size (Replaces D 410)

D 1857 Test for Fusibility of Coal and Coke Ash

D 2013 Preparing Coal Samples for Analysis

D 2015 Test for Gross Calorific Value of Solid Fuel by the Adiabatic Bomb Calorimeter

D 2234 Collection of a Gross Sample of Coal

D 3172 Proximate Analysis of Coal and Coke

D 3173 Test for Moisture in the Analysis Sample of Coal and Coke

D 3174 Test of Ash in the Analysis Sample of Coal and Coke

D 4239 Test for Total Sulfur in the Analysis Sample of Coal and Coke Using High Temperature Tube Furnace Combustion Methods

D 3286 Test for Gross Calorific Value of Coal and Coke by Isoperibol Bomb Calorimeter

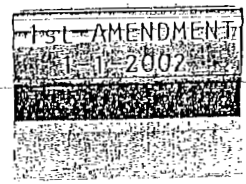
D 3302 Test for Total Moisture in Coal

D 409 Test for Grindability of Coal

D 1989 Test for Gross Calorific Value of Coal and Coke by Microprocessor Controller Isoperibol Calorimeter

D 121 Terminology of Coal and Coke

D 3175	Test for Volatile Matter in the Analysis Sample of Coal and Coke
D 3176	Test Method for Ultimate Analysis of Coal and Coke
D 3178	Test for Carbon and Hydrogen in the Analysis Sample of Coal
D 3179	Test for Nitrogen in the Analysis Sample of Coal
D 2492	Test Method for Forms of Sulfur in Coal
D 3682	Test Method for Major and Minor Elements in Coal and Coke Ash by Atomic Absorption
D 4208	Test for Chlorine in Coal by Oxygen Bomb Combustion/Ion Selective Electrode
D 3761	Test for Fluorine in Coal by Oxygen Bomb Combustion/Ion Selective Electrode
D 4915	Practice for Manual Sampling of Coals From Tops of Railcars
D 3180	Practice for Calculating Coal and Coke Analyses from As Determined to Other Bases
D 5142	Test Method for Proximate Analysis of the Analysis Sample of Coal and Coke by Instrumental Procedures
D 4606	Test Method For Determination of Arsenic and Selenium in Coal by Hydride Generation/Atomic Absorption Method
D 3683	Test Method for Trace Elements in Coal and Coke Ash by Atomic Absorption
D 3684	Test for Mercury in Coal by Oxygen Bomb Combustion/Atomic Absorption


1st AMENDMENT
2002

Epus Doc

ALLIANCE COAL, LLC

Brad F. Shellenberger
General Manager - Contract Administration
(918) 295-7619

'0 11-6-01 KC DMD MJK FMC WDC RFP DGB -3 bbls thru 8 cf

November 5, 2001

RECEIVED
NOV 6 2001

Federal Express
Dennis G. Edwards
Electric Fuels Corporation
One Progress Plaza
PO Box 15208
St. Petersburg, FL 33733

RE: First Amendment to the Agreement for the Sale and Purchase of Coal Between Electric Fuels Corporation and MC Mining, LLC

Dear Dennis:

Enclosed is one original of the above referenced amendment executed on behalf of MC Mining, LLC. We have retained one fully executed original for our files.

We have always viewed Electric Fuels as an extremely valuable customer and certainly do appreciate the opportunity to continue supplying a portion of your fuel supply requirements under our new amendment.

Sincerely,

Brad F. Shellenberger

Brad F. Shellenberger
General Manager – Contract Administration

cc: Gary Rathburn
John Tanner

EFI. allowed extension DGB 11/6

First Amendment To the Agreement for the Sale and Purchase of Coal

THIS FIRST AMENDMENT (hereinafter "First Amendment"), effective as of the first day of January 2002, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and MC MINING, LLC, a Delaware limited liability company (hereinafter "Seller"), to the Agreement for the Sale and Purchase of Coal dated March 8, 2001, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the Agreement, Purchaser and Seller agree as follows:

Sections 3.01, 4.01, 5.01 and 5.02 are deleted in their entirety and in substitution thereof, the following new Sections are added:

3.01 Quantity and Source. During calendar years 2002 and 2003 the quantity of coal to be delivered hereunder shall be 300,000 net tons. During calendar year 2004 and each calendar year of any extended term, the quantity of coal to be delivered hereunder shall be, at Purchaser's option, between 275,000 and 325,000 net tons. Purchaser shall declare the annual quantity to be delivered within the aforementioned tonnage limits during such time the parties are meeting to establish a new base price pursuant to Section 5.03.

Seller may, but shall not be required to, supply coal from other sources that meets the quality requirements of this Agreement. The cost of such substitute coal shall not exceed the delivered cost per million Btu for coal to be supplied from the Coal Property. Any substitute coal that Seller may provide shall be sold to Purchaser under the same terms and conditions of this Agreement. Seller's right to furnish substitute coal shall not affect its right to claim force majeure because of events occurring at the Coal Property. Seller shall provide Purchaser prior notice of the source of any substitute coal unit trains that Seller intends to ship from load out points other than Seller's Mine. Within three (3) business days from Seller's date of notice, Purchaser shall have the right to refuse such unit train shipments of substitute coal if Purchaser, in good faith, claims Purchaser has previously received coal from such substitute source under prior or current coal supply agreements which failed to meet the quality requirements set forth in this Agreement.

4.01 Term. Unless sooner terminated in accordance with the provisions hereof, the term of this Agreement shall be for the period beginning January 1, 2002, and ending December 31, 2004. Provided that (1) Purchaser continues to have an exclusive coal supply agreement with FPC at FPC's generating units, (2) Purchaser and Seller are able to negotiate a new Base Price, (3) Purchaser and Seller are in compliance with all other terms of this Agreement, then the term of this Agreement shall automatically be extended for an additional thirty-six (36) months ("Extended Term").

5.01 2002 Base Price Per Ton of Coal. The Base Price per ton of coal, beginning January 1, 2002, f.o.b. Seller's mine loading site loaded in the railcar or truck, (hereinafter "Base Price") shall be $40.00 per net ton ("ton" as used herein means 2000 LB avoirdupois weight). This price is fixed and firm for calendar year 2002.

5.02 2003 Base Price Per Ton of Coal. The Base Price per ton of coal beginning January 1, 2003, shall be determined as follows: On or before November 1, 2002, the parties shall negotiate in good faith to reach agreement on a new Base Price for calendar year 2003. If the parties, for any reason, are unable to reach agreement on a new Base Price for calendar year 2003, Purchaser shall solicit representative proposals from capable suppliers of 12,500 Btu/LB (minimum), "compliance" sulfur coal with ability to ship on the CSX rail system. Purchaser shall average the three (3) lowest priced bids received (on an equivalent cents per million Btu basis). Purchaser shall then add fifty cents [redacted] per ton to the average price per ton determined above to establish the new Base Price. In no event shall the 2003 Base Price be less than [redacted] per ton or more than [redacted] per ton.

5.03 2004 and Extended Term Base Price Per Ton of Coal. On or before November 1, 2003, the parties shall negotiate in good faith to reach agreement on a new Base Price for calendar year 2004. If the parties, for any reason, are unable to reach agreement on a new Base Price for calendar year 2004, this Agreement shall terminate on December 31, 2003. Providing that this Agreement remains in effect during 2004, the parties shall, on or before November 1, 2004, negotiate in good faith to reach agreement on new terms and conditions (including price and quantity) for the Extended Term. If the parties, for any reason, are unable to reach agreement on new terms and conditions, this Agreement shall terminate on December 31, 2004.

In addition, Purchaser asks that, in accordance with Section 8.02 A, Sampling and Analysis, that a bias test be performed on the sampling system used for shipments hereunder prior to January 1, 2002.

Finally, Section 9.01, Coal Specifications, is modified by adding the following footnote to the specification schedule:

Note 12,300 Btu/LB is the reject Btu. Price is based on 12,500 Btu/LB.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this First Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

By _____
Vice President—Coal Procurement

Date Executed 10-23-01

WITNESS:

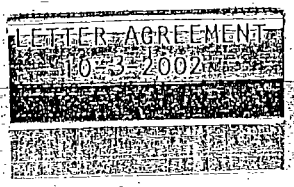
Brad F. Shellenberger

MC MINING, LLC

By _____

Sr. V.P. / - Marketing

Date Executed 10/31/01


LETTER AGREEMENT
10-3-2002

Eles Dr

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

October 3, 2002

Mr. John W. Tanner
Vice President, Eastern Region Sales
Alliance Coal Sales Corporation
5000 Sailwind Circle
Orlando, Florida 32810

Dear Mr. Tanner, John

This will confirm our agreement to set pricing on tons to be shipped during 2003 at the "floor" price of [redacted] per Section 5.02 of our agreement dated October 23, 2001.

If you are in agreement, please so indicate by signing in the space provided below and retuning one (1) original of this letter to me.

Thank you.

Sincerely,

Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

DGE/tlr
Attachment

cc: Mr. Albert W. Pitcher

ELECTRIC FUELS CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

October 3, 2002

Mr. John W. Tanner
Vice President, Eastern Region Sales
Alliance Coal Sales Corporation
5000 Sailwind Circle
Orlando, Florida 32810

Dear Mr. Tanner:

This will confirm our agreement to set pricing on tons to be shipped during 2003 at the "floor" price of [redacted] per Section 5.02 of our agreement dated October 23, 2001.

If you are in agreement, please so indicate by signing in the space provided below and returning one (1) original of this letter to me.

Thank you.

Sincerely,

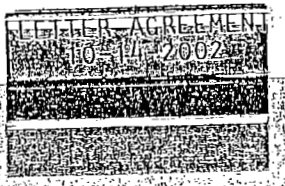
Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

DGE/tlr
Attachment

cc: Mr. Albert W. Pitcher

AGREED TO AND ACCEPTED THIS
14th DAY OF OCTOBER, 2002.

By: JOHN W. TANNER
Its: GM - EASTERN REGION


LETTER-AGREEMENT
10-17-2002

EWD DR

10-15-02 AWD HJK DMD FVP BML BF RPP 10/15 DBB

Also to CF

ALLIANCE COAL LLC

John W. Tanner
General Manager - Eastern Sales
407-523-9797

October 14, 2002

Via Fax and Federal Express
Dennis Edwards
Vice President
Electric Fuels Corporation
One Progress Plaza
St. Petersburg, FL 33733

RE: Letter Agreement for Advanced Shipment of Contract Year 2003 Quantity in Contract Year 2002 4th Quarter

Dear Dennis:

This letter is to confirm the agreement reached to ship six 10,000 ton unit trains (60,000 tons) of the contract year 2003 quantity priced at [redacted] per ton FOB mine under a mutually agreed to schedule during the period October 1 through December 31, 2002. Accordingly, the original 2003 contract year quantity of 300,000 tons shall be reduced to 240,000 tons which shall be shipped at the rate of approximately 20,000 tons per month during 2003 at the contract year FOB mine price of [redacted] per ton.

Except as modified herein, all other terms and conditions of the agreement for the Sale and Purchase of Coal dated March 8, 2001, as amended by First Amendment effective January 1, 2002, shall remain unchanged and in full force and effect.

This letter agreement has been prepared in duplicate originals. Please indicate the above accurately reflects your understanding of our agreement by signing below where indicated and return one fully executed original to my attention.

Sincerely,

John W. Tanner
General Manager – Eastern Sales

cc: Gary J. Rathburn
Vince E. Stroud
Brad F. Shellenberger
Brenda K. Craven

Accepted and Agreed to:
Electric Fuels Corporation

By: Dennis H. Edwards

Title: VP Coal Procurement

Date: 10/14/02

5000 Sailwind Circle, Orlando, FL 32810
Fax: 407-523-7870
E-mail: tannerj@arlp.com

REGISTERED AGREEMENT
[illegible] 2003

Exec Doc

ALLIANCE COAL, LLC

John W. Tanner
Vice President - Sales
407-523-9797

rd 1-21-03
XC: DHD
MJK
FHL
CAL
TMH
VMH
RFP
WT

January 15, 2003

Via Fax and Federal Express
Al Pitcher
Vice President
Progress Fuels
One Progress Plaza
St. Petersburg, FL 33733

RE: Letter Agreement for Shipment of Additional Coal During Contract Year 2003

Dear Al:

This letter is to confirm the agreement reached between Progress Fuels Corporation, successor-in-interest to Electric Fuels Corporation, and MC Mining, LLC to ship one unit train per month (of approximately 9,700 tons per unit train) during the period January 1, 2003 through December 31, 2003, for a total of approximately 116,400 tons, at a FOB mine price of [redacted] per ton.

Except for issuing separate invoicing for price and quality adjustments, the shipment of this tonnage shall be considered as additional coal shipped under and governed by the terms and conditions of the Agreement for the Sale and Purchase of Coal dated March 8, 2001, as amended by First Amendment effective January 1, 2002, and Letter Agreement dated October 14, 2002.

This letter agreement has been prepared in duplicate originals. Please indicate the above accurately reflects your understanding of our agreement by signing below where indicated and return one fully executed original to my attention.

Sincerely,

John W. Tanner

Accepted and Agreed to:

Progress Fuels Corporation

By: _____

Title: Vice President - Coal Procurement

5000 Sailwind Circle, Orlando, FL 32810
Fax: 407-523-7870

Date: 1/20/03

cc: Gary J. Rathburn
Vince E. Stroud
Brad F. Shellenberger
Brenda K. Craven


ELECTRIC FUELS CORPORATION &

AMVEST COAL SALES, INC.

ONE BOAR'S HEAD POINTE POST OFFICE BOX 5347 CHARLOTTESVILLE VIRGINIA 22905-5347 TELEPHONE 804-977-3350 FAX 804-295-3203

ANDREW W. COX
VICE PRESIDENT
DIRECT DIAL 804-972-7754

November 12, 2001

Mr. Dennis G. Edwards
Vice President – Coal Procurement
ELECTRIC FUELS CORPORATION
One Progress Plaza
St. Petersburg, FL 33701

Dear Dennis,

Enclosed is one (1) original of the Coal Sales and Purchase of Coal between our companies, which has been executed on behalf of Nicholas – Clay Company, L.L.C. and AMVEST Coal Sales, Inc.

Thank you for your diligence in bringing this contract to fruition. We look forward to continued business with Electric Fuels Corporation.

Sincerely,

Andrew W. Cox

AMVEST CORPORATION

SUMMERSVILLE Route 2, Box 900 Summersville, West Virginia 26651 Telephone 304-872-6100
WISE Glamorgan Building Post Office Box 3237 Wise, Virginia 24293 Telephone 540-328-8078

COAL SALE AND PURCHASE AGREEMENT

THIS COAL SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 9th day of November 2001, (the effective date) between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser") and NICHOLAS-CLAY COMPANY, L.L.C., a West Virginia limited liability company, and AMVEST Coal Sales, Inc., as agent for Nicholas-Clay Company, L.L.C. (collectively hereinafter "Seller").

W I T N E S S E T H:

WHEREAS, Seller owns, leases, or controls certain mineral interests lying in Nicholas and Clay counties, West Virginia, and loads coal through the Fola Coal Company loadout, the ("Coal Property").

WHEREAS, Purchaser desires to purchase and Seller desires to mine and sell coal to Purchaser; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as herein stated and intending to be legally bound, Purchaser and Seller agree as follows:

1.01 MUTUAL OBLIGATIONS. Seller agrees to mine, sell, and deliver to Purchaser, and Purchaser agrees to buy from Seller coal of the quality and in the quantities, and on the terms and conditions, set forth below.

2.01 SELLER'S RESERVES. Seller represents and warrants that Seller owns, leases, or controls the Coal Property.

3.01 TERM. Unless sooner terminated in strict accordance with the provisions of this Agreement, this Agreement shall commence on May 1, 2002 ("Effective Date") and will continue in full force and effect until December 31, 2003 ("Initial Term"), unless extended by mutual agreement of the parties in which case this Agreement will continue in full force and effect from January 1, 2004, until December 31, 2004 ("Extended Term").

4.01 PRICE. The price under this Agreement for all coal shipped during the Initial Term shall be [redacted] per ton, F.O.B., the railcar ("Price").

4.02 MARKET PRICE REVIEW. On or before November 1, 2003, the parties shall negotiate in good faith to reach agreement on a Price for calendar year 2004. If the parties, for any reason, are unable to reach agreement on a new Price for calendar year 2004, this Agreement shall terminate on December 31, 2003.

5.01 ADJUSTMENTS FOR QUALITY OF COAL. The Price for coal to be sold to Purchaser under this Agreement shall be adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto.

5.02 BILLING AND PAYMENT. Seller shall invoice Purchaser twice a month. One invoice shall be for the coal delivered to Purchaser during the first through the fifteenth of the month and the other invoice shall be for the coal delivered to Purchaser during the balance of the month. Each invoice shall be paid by Purchaser within fifteen (15) days of the date of the invoice or ten (10) days from receipt of the invoice, whichever is later.

6.01 SOURCE AND DELIVERY. All coal to be furnished under this Agreement will be loaded from the Fola Coal Company loadout. Delivery shall commence on or about May 1, 2002. Delivery will be in railroad cars, F.O.B. mine. Title to the coal and risk of loss

thereof shall transfer to Purchaser at the time loading is completed into railcars. Delivery of the coal will be so scheduled as to permit loading in unit train lots in accordance with the terms of the applicable tariff or rail contract.

6.02 SHIPMENT. It is presently contemplated that coal sold hereunder will be shipped by rail from Seller's unit train loading facilities located on Twentymile Creek in Nicholas County, West Virginia. Shipment of coal under this Agreement from the point of delivery hereunder shall be made in accordance with the tariff or rail contract, as applicable, which Purchaser may specify from time to time which are within Seller's capability at the time of execution of this Agreement (herein called the "applicable tariff"). A copy of the applicable tariff or contract will be attached hereto as Appendix B and by reference made a part hereof when it has been finally published. Seller expressly assumes all obligations imposed on the consigner under the applicable tariff or contract, and in particular provided such specifications are within Seller's capability, Seller agrees to load unit trains in a manner and at an effective rate sufficient to load the quantities of coal scheduled for delivery under this Agreement and sufficient to qualify Purchaser for the applicable tariff or contract without demurrage, car detention or other penalties or charges; provided, however, that Purchaser provides transportation equipment on a regularly scheduled basis sufficient to enable Seller to fulfill the terms of this Agreement. The provisions of Section 6.05 and 6.06 of this Agreement shall not be deemed to limit or modify any of Seller's obligations hereunder.

The applicable tariff or contract may not be amended, supplemented, superseded, or replaced without Seller's consent, which consent shall not be unreasonably withheld.

If the applicable tariff or contract is amended, supplemented, superseded or replaced, subsequent shipments of coal shall be made by Seller in accordance with the terms of the applicable tariff or contract as amended, supplemented, superseded or replaced. Notwithstanding anything in this Agreement to the contrary, if the applicable tariff or contract or the applicable tariff or contract as amended, supplemented or replaced, imposes more costly car-loading terms, conditions or duties on Seller than those originally imposed upon Seller by the applicable tariff or contract, Purchaser shall pay Seller the additional costs actually incurred by Seller as a direct result of the imposition of such additional costly car-loading terms, conditions or duties on Seller. Provided further, that in the event changes in the applicable tariff or contract reduce the cost of Seller's performance, Purchaser shall be credited all such savings.

Seller will provide, at its own expense, off-mainline rail trackage sufficient for efficient and dependable loading of unit trains at or near the mine, or at another mutually acceptable location. Seller will be prepared to operate such loading facilities twenty-four (24) hours per day, seven days per week, if and as needed, and to load unit trains at such loading facilities or in accordance with the applicable tariff for shipments hereunder.

Seller shall maintain stockpiles of coal in order that interruptions to Seller's mining and preparation operations have minimal effect on Seller's ability to load coal.

6.03 FREIGHT CHARGES. Subject to Sections 6.02, 6.04, and 6.05, Purchaser shall pay all freight and other charges for movement from the point of delivery hereunder imposed by the applicable tariff or contract.

6.04 EXCESS LOADING COSTS CHARGEABLE TO SELLER. If Seller fails to satisfy the loading requirements of the applicable tariff or contract that is attached hereto as Appendix B, and such failure is not excused pursuant to force majeure as provided in Section 11.01 hereof or the applicable tariff or contract, Seller shall pay Purchaser any resulting car detention penalties, demurrage or charges for cars not timely loaded to marked capacity which Purchaser is required to pay and actually pays under the applicable tariff. In addition, Seller shall pay Purchaser reasonable lost railcar utilization charges, on Purchaser's privately-owned railcars, for failure to timely and fully load and/or time lost to unload overloaded railcars of Purchaser, provided such costs were not incurred due to the fault and/or negligence of the CSX railroad and/or Purchaser. Examples of these charges are listed in Appendix B.

6.05 EXCESS FREIGHT COSTS CHARGEABLE TO SELLER. If Seller fails to have available sufficient coal to satisfy the quantity requirements of Section 7.01 on the regularly scheduled basis referred to in Section 6.02, and thereby fails to satisfy the tonnage requirements of the tariff or contract, and such failure is not excused pursuant to force majeure as provided in Section 11.01 hereof or the tariff or contract, Seller shall pay Purchaser any resulting freight charges which Purchaser is required by such tariff or contract to pay, and actually pays, over the amount of such charges that would have been payable with respect to the coal actually shipped had such tonnage requirements been met.

6.06 PAYMENT OF EXCESS COST TO PURCHASER. Any payments required by Sections 6.02, 6.04 and 6.05 above shall be the responsibility of Seller after receipt of a written statement from Purchaser itemizing such charges and showing facts necessary to permit Seller to verify such charges, and Seller shall hold Purchaser harmless from all costs or charges associated with such charges.

7.01 QUANTITY. During the period May 1, 2002, through December 31, 2002, of the Initial Term, the quantity of coal to be delivered shall be 141,667 tons (of 2,000 pounds), and during the period January 1, 2003, through December 31, 2003, of the Initial Term, the quantity of coal to be delivered shall be 212,500 tons (of 2,000 pounds). If this Agreement is extended for the Extended Term, the quantity of coal to be delivered during said Extended Term shall be 212,500 tons (of 2,000 pounds). Deliveries shall be in approximately equal monthly installments.

7.02 NOTICE OF SHIPMENT. Seller shall promptly notify Purchaser with a delivery notice for each shipment of coal delivered hereunder showing the weight of the coal delivered and the date loading was completed. Total train weight shall be reported by telephone, facsimile or similar form of communication upon completion of loading, and individual car weights shall be reported electronically or in writing by placing that information in a post-paid first class mailing wrapper and depositing it with the United States Postal Service within one (1) day following loading.

8.01 WEIGHING AND SAMPLING. The net weight of coal sold and delivered hereunder shall be determined on scales at origin. The certified batch scales shall be incorporated in a computerized weighing and unit train loading system which shall utilize a

weigh bin supported by electronic load cells. Said scales shall be installed, maintained, and calibrated and certified in a manner approved by a certifying authority reasonably acceptable to Purchaser and the originating rail carrier. The weighing equipment at origin shall be maintained according to manufacturer's specifications and shall maintain its accuracy within the manufacturer's tolerance limits. Purchaser may observe and inspect the weighing equipment and scales to be used by Seller. Such scales shall be regularly and at least annually inspected, tested, and calibrated by Seller and a report of such inspection, testing, or calibration promptly sent to Purchaser. Purchaser shall have the right, if it believes that any such weighing is not accurate, to designate an independent expert reasonably acceptable to Seller who shall check the equipment and procedures used in the weighing of subject coal at Origin. Seller shall promptly follow any recommendations of such independent expert. Appropriate adjustments for corrected tonnage shall be made to invoices of coal shipped during any period where tests have indicated weighing error to compensate for one-half of the error since the previous test. Seller and Purchaser shall share equally the cost of employing any such expert.

If it is determined that the origin scales are inoperable or are not certified, weight obtained by Purchaser's certified scales at destination shall be used. If all scales are inoperable, the average of the net weights of the five (5) previous unit trains shall be used, unless the parties shall agree in writing upon an alternative method for determining the weight under this section. Prior to the initial delivery of coal hereunder, representatives of Purchaser and Seller shall meet and work through the sampling, analytical and weighing

procedures and standards which will be in effect at origin. Such procedures and standards are set forth in Appendix A attached hereto and made a part hereof.

9.01 COAL SPECIFICATIONS. Seller represents and warrants that coal delivered hereunder shall be run of mine or washed coal, or a combination thereof, crushed to two inches (2") by zero inches (0") in size. It shall be free from excess quantities of bone, slate, shale, fire clay, wood, metal, rock, loose clay, and other mine impurities, and shall have the following monthly weighted average analysis on an "as received basis".

Specifications	Requirements
Moisture (Total)	8.0% (maximum)
Ash	12.0% (maximum)
Sulfur	0.75% (maximum)*
Volatile	30% (minimum)
Grindability	42 HGI ±3 (minimum)
Calorific Value	12,500 Btu/lb (guaranteed)

*Adjustable in direct proportion to calorific value. The average total sulfur content of each shipment of coal hereunder shall not contain more than 1.20 lbs. of sulfur dioxide per million Btu's heat input (the "calculated sulfur limit").

EXCEPT WITH RESPECT TO THE SPECIFICATIONS SET FORTH ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY, OR A PARTICULAR PURPOSE, OF THE COAL SUPPLIED HEREUNDER.

9.02 COAL SPECIFICATIONS DEFICIENCIES. If the coal delivered hereunder in any trainload fails to meet the specifications for sulfur content applicable to that shipment, the provisions of Section 9.03 shall govern.

(a) If any trainload of coal delivered hereunder fails to meet any of the specifications set out in Section 9.01 other than sulfur content, Purchaser shall exercise from between the following remedies, as applicable.

(1) If the trainload of such coal also fails to meet any of the following rejection specifications ("Rejection Specifications"), Purchaser may, in its sole discretion, either accept such trainload subject to price adjustments of Appendix A or reject such trainload subject to the following provisions of this sub-Section 9.02(a)(1):

Moisture (Total)	10% (maximum)
Ash	13% (maximum)
Sulphur	1.20 lbs. (maximum)
Volatile	30% (minimum)
Grindability	42 HGI ± 3 (minimum)
Calorific Value	12,000 Btu/lb. (minimum)

If Purchaser rejects such trainload, Purchaser shall not be obligated to pay for such coal, and Seller shall pay Purchaser's costs involved in transporting such coal from the Fola loadout to Crystal River Units 4 and 5, the cost of disposing of such rejected trainload of coal, and any other reasonable costs of disposition incurred, including the cost of transporting such coal from Crystal River Units 4 and 5 to the point of disposition.

(2) Subject to Section 9.02(a)(1), Purchaser shall accept such coal and the price for such coal will be adjusted in accordance with the provisions set forth in Appendix A; provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise this or any of the other options set forth herein with respect to subsequent deliveries of coal hereunder.

(b) If the monthly weighted average analysis of coal delivered hereunder in any month fails to meet any of the specifications, Purchaser may notify Seller to suspend further deliveries of coal hereunder until Seller provides evidence reasonably satisfactory to Purchaser that Seller will thereafter be able to deliver coal that will meet the specifications

set forth in Section 9.01. If Purchaser is not reasonably satisfied by Seller within 45 days of the date of suspension that future deliveries will meet specifications, Purchaser may, at Purchaser's election, terminate or cancel this Agreement effective upon written notice to Seller, except that Purchaser shall pay to Seller any amounts remaining unpaid with respect to coal delivered to and accepted by Purchaser hereunder. If Purchaser elects to cancel this Agreement, Purchaser shall be entitled to recover damages for "cover" under the applicable Uniform Commercial Code provision(s). In the event of suspension hereunder, the quantity of coal to be delivered under this Agreement shall be reduced by a prorated amount, which shall be calculated by multiplying the tons for the applicable year by a fraction, the numerator of which is the number of days the suspension is in effect and the denominator of which is 365 days. However, Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise this or any of the other options set forth herein with respect to subsequent deliveries of coal hereunder.

(c) Purchaser may employ an independent mining consultant, who shall be subject to the reasonable approval of Seller, to determine whether Seller has used all reasonable efforts and means to deliver coal which conforms over a calendar month on a weighted average basis to the specifications set forth in Section 9.01. If such consultant determines that Seller has used all such reasonable efforts and means but that Seller is nevertheless unable, through no fault or negligence of Seller, to deliver such coal, Purchaser may then elect to exercise any of the foregoing options or, alternatively, to terminate this Agreement effective upon written notice to Seller without further liability or obligation of any of the parties hereto, except that Purchaser shall pay to Seller any amounts remaining

unpaid with respect to coal delivered to and accepted by Purchaser hereunder. If such consultant determines that Seller has not used all reasonable efforts and means to deliver such coal, such consultant shall provide Seller with a written report setting forth deficiencies on the part of Seller and the reasonable means whereby Seller may make changes in its operations to deliver such coal. Seller shall within sixty (60) days after receipt of such report advise Purchaser as to whether or not it will and can comply with the stipulations and specifications set forth in the report or through other means achieve the necessary corrections in its operations so as to deliver the coal as specified in Section 9.01. If Seller shall advise Purchaser that it will make the changes, such changes shall be made within a reasonable time and upon the making of such changes, test shipments shall be scheduled and sampled by Purchaser. If such test shipments meet the specifications, regular shipments of coal as provided hereunder shall thereafter be resumed. If Seller (i) cannot comply with the report and make the changes in its operations as set forth in the consultant's report, or (ii) test shipments fail to meet the specifications, then in either event Purchaser shall have the right to terminate this Agreement effective upon written notice to Seller without further liability or obligation of any of the parties hereto, except that Purchaser shall pay to Seller any amounts remaining unpaid with respect to coal delivered to and accepted by Purchaser hereunder.

9.03 SULFUR CONTENT WARRANTY. Seller warrants and represents that for deliveries to be made hereunder which are designated by Purchaser for use in Crystal River Units 4 & 5, the average sulfur content of each trainload (or its equivalent capacity if other transportation methods are elected by Purchaser) of approximately 9,000 tons of coal

delivered hereunder shall not produce more than 1.20 lbs. of sulfur dioxide per million BTU's heat input (the "calculated sulfur limit").

In the event Seller delivers to Purchaser or Purchaser's affiliate any trainload of coal with a sulfur content in excess of the calculated sulfur limit set forth above, the following shall apply:

(1) If Purchaser is able to use such nonconforming coal and, elects to use such coal in its normal operation without incurring any additional cost, Purchaser shall accept such trainload of coal without Seller suffering any liability.

(2) If Purchaser is able to use such coal and elects to use such coal by blending it directly with other coal from the active stockpile so that the blended coal shall not exceed 1.20 lbs. of sulfur dioxide per million BTU's, Purchaser shall accept such coal and the price of the coal delivered in such trainload shall be ninety-five percent (95%) of the invoice price Purchaser would otherwise have been required to pay for such coal under this Agreement. Such adjusted price shall become the price for purposes of applying any adjustments provided in Section 9.02.

(3) If Purchaser is unable to use such coal in Crystal River Units 4 and 5 because the burning of such coal will cause the generating unit or units to have emissions that exceed the calculated sulfur limits, Purchaser may reject such trainload of coal within two (2) days of delivery and prior to unloading without payment and Seller shall be obligated to pay Purchaser's costs involved in transporting such coal from the origin to the point of Seller's delivery to the generating unit, the cost of disposing of such rejected trainload of coal, and any other reasonable costs of disposition incurred, including the cost of transporting

such coal from the generating unit to the point of disposition. If Purchaser rejects a shipment from Seller under the provisions of this paragraph, Purchaser and Seller shall meet promptly thereafter to see what reasonable steps may be taken on the part of both parties to allow this Agreement to continue. If Purchaser and Seller fail to reach agreement as to what steps can be taken to correct the situation, then Purchaser may refuse to accept further deliveries until Seller demonstrates that future mine production will be of such quality that succeeding trainloads of coal shipped will meet the calculated sulfur limit of this Agreement. In the event Seller, within a reasonable time period not to exceed three (3) months, cannot demonstrate such ability, Purchaser shall have the right to terminate this Agreement by giving notice of termination to Seller without further obligations on the part of either party to the other; provided however, that this Agreement shall not terminate so long as Purchaser will accept and pay for deliveries of coal even though Purchaser would have had the right to reject such coal.

10.01 QUALITY REPORTS. Notice of the quality of coal delivered hereunder shall be given in writing, by electronic means, or by telephone to Purchaser within two (2) days following loading and in any event prior to arrival of the train or other form of transportation. In the event telephone reports are used, they shall be followed by a written report within two (2) days.

11.01 FORCE MAJEURE. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was

foreseeable, including, without limitation, act of God, act of public authorities (including courts of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown or damage to plant, equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, and any other event of similar or dissimilar nature which wholly or partially prevents the mining, hauling, processing or loading of coal (meeting the specifications required under Section 9.01 of the Agreement) by Seller, or the receiving, transporting, or delivering by Purchaser's carrier thereof or the accepting, utilizing or unloading thereof by Purchaser. For purposes of this Section, a breakdown or damage to Purchaser's equipment or facilities (including, but not limited to, transportation equipment) which is repaired within 24 hours of such breakdown or damage and/or "scheduled maintenance" on Purchaser's equipment and facilities shall not be considered to be an event of force majeure.

In the event any party hereto is unable by reason of force majeure to perform any of its obligations under this Agreement (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in

deliveries of coal hereunder as a result of force majeure shall not be made up except by mutual consent of the parties hereto. In the event force majeure results in a partial reduction in the total quantity of coal Seller is able to deliver hereunder, the quantity of coal Seller shall be obligated to deliver to Purchaser hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this sentence multiplied by a fraction, the denominator of which is the production capacity of the Coal Property for coal meeting the specifications required under Section 9.01 immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property for coal meeting the specifications required under Section 9.01 during the continuance of such force majeure.

Particular Restrictions. In the event that restrictions are imposed during the term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict Purchaser from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not result in unreasonable expense to Purchaser (it shall be the sole decision of Purchaser whether the expense is unreasonable), and the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance, except as specifically provided herein.

Mining Restrictions. In addition, if there is an enactment, amendment, or change in interpretation or implementation of any law or regulation which imposes additional conditions for obtaining a surface disturbance permit, which partially or completely restrict or limit the current methods of coal mining at the Coal Property under existing permits or

future permits, or which modify the planned reclamation of mined areas at the Coal Property which have the effect of materially increasing the cost (unrecovered under the terms of this Agreement) of producing coal under this Agreement, Seller may terminate this Agreement at any time by giving written notice to Purchaser. (It shall be the sole decision of Seller whether such changes, etc., shall have the effect of materially increasing the cost of producing such coal.)

12.01 **INDEPENDENT CONTRACTOR.** This is an agreement for the purchase and sale of coal in which the parties recognize and agree that Seller is not an agent or employee of Purchaser and is free to perform, by such means and in such manner as Seller may choose, all work in pursuance of commitments hereunder.

13.01 **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties and their successors and assigns under Section 14.01 hereof.

14.01 **ASSIGNMENTS.** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party; provided, however, that either Seller or Purchaser may, without written consent, assign this Agreement to a parent, affiliated company or subsidiary subject to the provision that the party making the assignment shall not be relieved of its obligations hereunder

15.01 **AUDIT.** Seller shall preserve all tonnage, quality records and railroad or shipment cost information with respect to each shipment of coal for a period of thirty-six (36) months after delivery of such shipment, during which time Purchaser shall complete any audit it may desire with regard to the quality, quantity or railroad shipment costs of coal sold hereunder; provided, however, such time limitation shall not apply in cases whereby material

misrepresentation, fraud or similar circumstances are claimed. Should discrepancies or questions arise, the applicable records shall be preserved until agreement with regard to same is reached.

16.01 PARTIAL DISPUTE. Should any dispute involving the payment of money extend only to a portion of any amount due to be paid pursuant to this Agreement, the undisputed portion shall be paid as and when due. Should it later be determined that payment is due from one party to the other, such amount shall be paid together with interest from the date payment was due as provided herein at one-half percent (½%) above the prime rate for preferred customers on loans not to exceed thirty (30) days as from time to time quoted by the Chase Manhattan Bank of New York, New York.

17.01 WAIVER. The failure of either party to insist on strict performance of any provisions of this Agreement, or to take advantage of any right hereunder, shall not be construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

18.01 REMEDIES. The remedies provided in Sections 9.02 and 9.03 hereof, together with the price adjustment set forth in Appendix A hereto, shall be the sole and exclusive remedies of Purchaser should the coal supplied hereunder fail to meet the specifications set forth in Section 9.01 hereof. In any other case of Seller's breach in which Purchaser's remedies are not specifically provided herein, Purchaser's remedies shall be cumulative and in addition to other remedies provided by law. Except in cases of fraud, willful omissions or intentional acts, neither party shall be liable to the other for any special,

indirect, incidental, or consequential damages, including, without limitation, loss of profit, loss of use, loss of capacity, or overhead.

19.01 **DEFAULT.** Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder which, except for this provision, would be the legal basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to undertake in a reasonably diligent manner to correct the default but in no event later than within thirty (30) days after written notice of claim of such default is given to such defaulting party by the other party hereto. Any existing default must be corrected within a reasonable period of time.

20.01 **ATTORNEYS' FEES.** In the event either party should default under the terms hereof or fail to perform any of the terms and conditions of this Agreement, and a party employs an attorney to protect is interests and obtains a judgment in court or through arbitration in its favor, then the cost of such reasonable attorney's fees shall be reimbursed by the other party and shall be included in such judgment.

21.01 **INDEMNIFICATION.** Seller shall indemnify, defend, and hold Purchaser harmless from and against any claim, demand, loss, damage or injury caused by or resulting from (a) Seller's breach of this Agreement or (b) any act or omission, whether negligent or otherwise, of Seller. Purchaser shall indemnify, defend, and hold Seller harmless from and against any claim, demand, loss, damage or injury caused by or resulting from (a) Purchaser's breach of this Agreement or (b) any act or omission, whether negligent or otherwise, of

Purchaser. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party.

22.01 NOTICE OF PROBLEM. Whenever either party hereto encounters or discovers or reasonably anticipates any problem which could delay or prevent performance of this Agreement, such party shall immediately notify the other party of all relevant circumstances and any remedial steps being taken.

23.01 CAPTIONS. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

24.01 APPLICABLE LAW. All questions relating to execution, construction, performance, termination, or breach of this Agreement shall be resolved under the laws of the state of Virginia.

25.01 ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties as to coal produced and sold hereunder from the Coal Property, and there are no representations, understandings, or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that Purchaser from time to time in the administration of this Agreement may issue and transmit to Seller documents designated as "Purchase Orders" and "Change Orders"; these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

26.01 NOTICES. Any notice, request, protest, consent, demand, report or statement given by one party to the other shall be in writing and deemed duly received

seventy-two (72) hours after it is deposited in the United States mails, by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) If the notice is to Purchaser, to:
Electric Fuels Corporation
Vice President—CSX/Barge Coal Procurement
Post Office Box 15208
St. Petersburg, Florida 33733

(or to such other person or address as Purchaser shall have designated by due notice to Seller).

(b) If the notice is to Seller, to:

AMVEST Coal Sales, Inc.
Vice President Coal Sales
Post Office Box 5347
Charlottesville, WV 22905

(or to such other person or address as Seller shall have designated by due notice to Purchaser).

27.01 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

SELLER

NICHOLAS-CLAY COMPANY, L.L.C.

By: 

Its: VP

SELLER'S AGENT

AMVEST COAL SALES, INC.

By: William H Dickey Jr

Its: PRESIDENT

PURCHASER

ELECTRIC FUELS CORPORATION

By: Dennis H. Edwards

Its: Vice President CSX/Borgo Coal

APPENDIX A

TO COAL SALE AND PURCHASE AGREEMENT

The specification of 12,500 Btu/lb. (Section 9.01), which is not subject to any deadband range, is adjusted on a percentage basis for adjustment of the Estimated Billing Price and the Final Billing Price for quality deviation. Following are examples of the Btu price adjustment upward or downward:

Upward		Downward
12,800	As received Btu at origin divided by 12,500 Btu	12,200
12,500		12,500
1.0240	Quality multiplier (rounded to four decimal places)	0.9760
[redacted]	multiplied by applicable price	[redacted]
[redacted]	Equals adjusted price (rounded to two places)	[redacted]
[redacted]	Minus price in effect	[redacted]
[redacted]	Equals per ton adjustment	[redacted]

Sampling and Analysis

For all coal delivered under this Agreement, Seller shall take or cause to be taken at the train loading facilities a representative sample on which the tests set forth in paragraph (a) hereof will be performed all in accordance with the standards in paragraph (a) hereof or as in such manner as agreed to by both parties.

(a) Standards.

Current versions of ASTM standards or subsequent revisions thereof shall apply to equipment and methods used for sampling and analyzing coal under this Agreement, unless specifically stated and mutually agreed to otherwise:

(b) Sampling.

Sampling of coal subject to this Agreement shall be performed by a mutually agreeable third party commercial laboratory with an automatic sampling system at the mine in conformance with the specifications of ASTM Standards D 2234 and D 2013 except for deviations agreed to in writing by Purchaser and Seller. In case of mechanical failure of the automatic sampler, trainloads shall be mechanically sampled at Crystal River's Power Plant unless coal shipped hereunder is directed by Purchaser to Purchaser's affiliate's dock at Ceredo. In that event, the sampling for purposes of this Section will be performed at Ceredo Dock and Seller will compensate Purchaser for the reasonable cost of such sampling and analysis) or by other mutually agreed method. The gross sample obtained by combining the individual carload samples shall be divided into four subsamples in accordance with the procedures set out below.

If requested by either party, the Seller shall perform or cause to be performed bias tests as soon as practical after startup of mining operations or at any time when the need for such tests becomes evident. Purchaser has the right to perform or cause to be performed bias tests at any time during the period that this Agreement is in effect at Purchaser's cost.

Four subsamples shall be riffled from the gross sample according to ASTM Standard D 2013. One subsample, which is called the laboratory sample, shall be used for

analyses as specified in the following paragraphs. The second subsample shall be placed in a suitable container and retained for 30 days as a check sample. The third subsample shall be placed in a suitable container and saved for Seller's disposition only. The fourth subsample shall be placed in a suitable container and sent to Purchaser or to an agent selected by Purchaser. All analysis shall be performed by a mutually agreeable third party commercial laboratory.

(c) Air Drying.

The laboratory sample shall be air-dried according to ASTM Standards D 2013 and 3302 except that new minimum and maximum times may be employed by mutual agreement. An analysis sample shall be prepared from the air-dried sample for further analyses.

(d) Analyses to be Made.

The analyses to be made according to methods described in the applicable standards are as follows:

Moisture, in weight percentage
Ash Content, in weight percentage
Calorific Value, in Btu's per pound
Sulfur, in weight percentage
Volatile Matter, in weight percentage

(e) Acceptance of Results.

The results of the sampling and analysis by Seller shall be accepted as the quality and characteristics of the coal delivered hereunder in the trainloads represented by such samples and the same shall be accepted as the monthly analysis for the trainloads delivered during such month; provided, however, that if either party should at any time

question the correctness of the original analysis made on the laboratory sample, it shall have the right to have the second part of the coal sample analyzed by a commercial testing laboratory mutually selected by Seller and Purchaser and said laboratory shall use methods approved by ASTM or other mutually acceptable procedures. The results obtained on the second sample will be accepted as the representative analysis for the lot of coal involved. The party questioning the correctness of the original analysis shall pay the cost of such analysis and the price for the coal represented by such samples shall be adjusted in accordance with the provisions of this Agreement and any amounts due either Seller or Purchaser shall be paid in accordance with Section 5.01 hereof.

Purchaser shall have the right to have a representative present at any and all items to observe said sampling analysis and to take reasonable samples.

Specifications Deficiencies Price Adjustment

If Purchaser accepts delivery of any coal under Section 9.02(a), the applicable price for such coal shall be reduced by the amount of penalty calculated as follows:

(a) Moisture (total) - the percentage points (rounded to two decimal places) of moisture in excess of 8.0% multiplied by 2 multiplied by the applicable price.

(b) Ash - the percentage points (rounded to two decimal places) of ash in excess of 12.0% multiplied by 2 multiplied by the applicable price.

(c) Sulphur - not applicable.

(d) Volatile - not applicable.

(e) Grindability - not applicable.

(f) Calorific Value - the sum of (i) the downward price adjustment as calculated pursuant to this Appendix A for the first 200 Btu/lb of such deficiency (i.e., 12,500-12,300) plus (ii) the amount by which the Btu/lb is less than 12,300 multiplied by $0.005.

The penalties for all quality deviations shall be applied to a trainload that is accepted under Section 9.02(a), and the applicable price of such coal shall be reduced by the total of such penalties.

The following are examples of the application of these penalty provisions, which are based on an applicable price of [redacted] per ton:

(x) (1) Moisture = 9.1%
(2) 9.1% - 8.0% = 1.1%
(3) [redacted]

(y) (1) Calorific Value = 12,105 Btu/lb
(2) 12,300 - 12,105 = 195
(3) [redacted]
(4) plus the price adjustment of [redacted] for 12,300 versus 12,500
(5) [redacted] equals total penalty of $[redacted]

(z) (1) Moisture = 9.1% and Calorific Value = 12,105 Btu/lb
(2) [redacted] penalty for moisture plus [redacted] penalty for calorific value equals total value of [redacted]

APPENDIX B

Railroad, Railcar and River Barge Demurrage/Detention Costs

A. Railroad Charges:

1. Detention: As published in Tariff ICC CSXT-8200-Series, including supplements thereto and re-issues thereof.

2. Dead Freight: Actual railroad charges.

3. Crew Change: $1,635.00 per change, subject to periodic adjustment by the railroad.

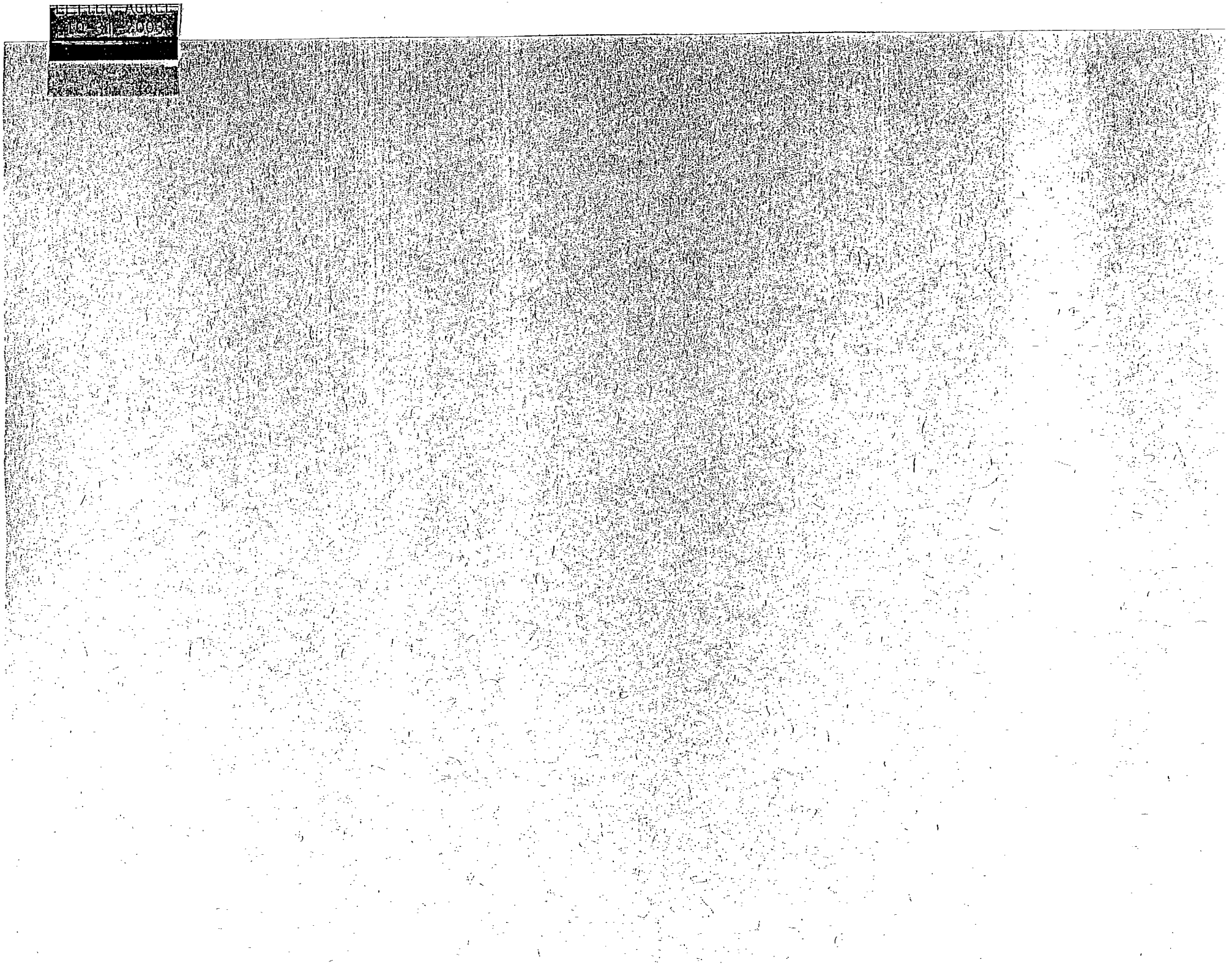
B. EFC Railcar Charges:

1. Lost Utilization Charges: Sum of a. and b. below.

   a. Delay of Train = $30 per car per day of delay.

   b. Failure to Fully Load Cars = ((9,000 ÷ 90 x AC) - AW) x $2.50 = P$

      Where: AC = actual number railcars
      AW = actual weight of train
      P$ = penalty in dollars



Entered DR

AMVEST COAL SALES, INC.

ONE BOAR'S HEAD POINTE POST OFFICE BOX 5347 CHARLOTTESVILLE, VIRGINIA 22905-5347 TELEPHONE 434-977-3350 FAX 434-295-3203

WILLIAM H. DICKEY, JR.
PRESIDENT

DIRECT DIAL (434) 972-7796

October 31, 2003

Mr. A. W. "Al" Pitcher
Vice President
Coal Procurement
Progress Fuels Corp.
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701

Re: November 9, 2001, Coal Sale and Purchase Agreement between Electric Fuels Corporation and Nicholas-Clay Company, L.L.C. and AMVEST Coal Sales, Inc. (the "Agreement")

Dear Al:

This letter will confirm our agreement regarding Section 4.02 of the Agreement in which the parties have agreed to extend the market price review period through November 30, 2003. The extension is based upon uncertainty regarding permit issues in West Virginia which may impact Fola's available quantity of coal for 2004.

If this letter accurately states our agreement, please acknowledge in the space provided below and return a fully executed original to me. If you have any questions, please feel free to contact me.

Sincerely,

William H Dickey Jr

William H. Dickey, Jr.

Seen and Agreed to this 10 day of November, 2003
PROGRESS FUELS CORP.

By: _____

Its: Vice President Coal Procurement


LETTER AGREE
2003

Exhibit D

AMVEST COAL SALES, INC.

ONE BOAR'S HEAD POINTE POST OFFICE BOX 5347 CHARLOTTESVILLE, VIRGINIA 22905-5347 TELEPHONE 434-977-3350 FAX 434-295-3203

WILLIAM H. DICKEY, JR.
PRESIDENT

DIRECT DIAL (434) 972-7796

December 2, 2003

Mr. A. W. "Al" Pitcher
Vice President
Coal Procurement
Progress Fuels Corp.
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701

Re: November 9, 2001, Coal Sale and Purchase Agreement between Electric Fuels Corporation and Nicholas-Clay Company, L.L.C. and AMVEST Coal Sales, Inc. (the "Agreement")

Dear Al:

This letter will confirm our agreement regarding Section 4.02 of the Agreement in which the parties have previously agreed to extend the market price review period through November 30, 2003, and have further agreed to extend the market price review period through December 15, 2003. The extension is based upon uncertainty regarding permit issues in West Virginia which may impact Fola's available quantity of coal for 2004.

If this letter accurately states our agreement, please acknowledge in the space provided below and return a fully executed original to me. If you have any questions, please feel free to contact me.

Sincerely,

William H Dickey Jr

William H. Dickey, Jr.

Seen and Agreed to this 2nd day of December 2003

ELECTRIC FUELS CORPORATION

By: _____

Its: Vice President Coal Procurement

cc: Andy Cox
Bruce Gibson

Ether Dec
1, 2 + 2c

Progress Energy

January 10, 2003

Mr. Michael P. Gatens
Marmet Synfuel LLC
As Agent for Calla Synfuel LLC
Post Office Box 308
Ceredo, West Virginia 25507

RE: SALES ORDER 9011 BETWEEN PROGRESS FUELS CORPORATION (PROGRESS) AND MARMET SYNFUEL LLC AS AGENT FOR CALLA SYNFUEL LLC DATED MAY 1, 2002

Dear Mr. Gatens:

The purpose of this letter is to confirm our recent discussion regarding the above referenced sales order (see attachment).

Progress desires to have a certain amount of the synfuel product shipped each month to be shipped as crushed run of mine coal (CROM). This CROM blended with the synfuel will provide us with a product that contains an overall courser material than straight synfuel. Therefore, by copy of this letter, Kanawha River Terminals has the permission to ship CROM at the contract price of [redacted] The tonnage will be directed on a month-to-month basis by Progress.

All other terms and conditions as stated in the above referenced sales order will apply.

If you concur with the above, please indicate so by signing in the signature block provided below and returning one original to me for my files.

Sincerely,

A. W. Pitcher
Vice President, Coal Procurement

AWP/ro

cc: Mrs. Donna M. Davis, Mrs. Mary J. Kuderick, Mr. F. Michael Lelak, Ms. Carrie A. Leonard, Mrs. Tina M. McRoberts, Mrs. Virginia M. Muehlendyck, Mr. Roy F. Potter, Mr. William Traywick

Agreed to and accepted this the 12 day of Jan, 2003.

Marmet Synfuel LLC as Agent for Calla Synfuel LLC

By: Michael W Mat
Its: SR. V.P

MARMET SYNFUEL LLC
AS AGENT FOR CALLA SYNFUEL LLC
SALES ORDER

Main & River, P.O. Box 308
Ceredo, West Virginia 25507

SELLER/PHONE NO.
MARMET SYNFUEL LLC
MAIN & RIVER
P.O. BOX 308
CEREDO, WV 25507
304-526-0700

BUYER/PHONE NO.
PROGRESS FUELS CORPORATION
One Progress Plaza/P.O. Box 15208
St. Petersburg, FL/33733
ATTN: Dennis Edwards, VP Coal Procurement
727-824-6673

We agree to sell and you agree to purchase Synfuel with the following guaranteed specifications, subject to EFC's letter dated 05/01/02, and the terms and conditions set forth below and attached.

SHIPMENTS		*PAYMENTS*	
Ship from:	*KRT's Marmet or Quincy Dock*	*Sales Order No:*	*9011*
Stockpile number:		*Date issued:*	May 1, 2002
Shipping period:	May 1, 2002 - Oct.31, 2003	*Payment terms:*	Upon Receipt Of Invoice.
Effective date:	May 1, 2002	Quality Adjustments: Btu @ [redacted] Pro rata based upon a 12500 Guarantee.	
Transportation paid by:	Seller		

TONNAGE	SIZE	MINE NAME	BASE PRICE PER TON FOB Barge	PIT
Up To 950,000 tons SEE SPECIAL INSTRUCTIONS BELOW	Synfuel	2002-2003 Price	[redacted]	

QUALITY SPECIFICATIONS				
	GUARANTEE	REJECT	*ADJUSTMENTS*	
Moisture:	8.00%	>10.0%	*Moisture:*	
Ash:	12.00%	>13.5%	*Ash:*	N/A
			Sulfur/SO$_2$:	
VOL:	31%	<29.0%	*Other:*	

WEIGHT DETERMINATION		*ANALYSIS DETERMINATION*	
		Sampled at:	
Draft Survey:	Commercial Testing	*Sampled by:*	Commercial Testing

SPECIAL INSTRUCTIONS: All Guaranteed quality, excepting SO2, will be determined on a monthly composite. SO2 will be based on a per shipment basis. For additional terms and conditions, see attached. *Buyer and Seller have agreed that this Sales Order in combination with Sales Order 600636 shall have* a maximum tonnage of 950,000 total tons to be shipped from either Marmet or Quincy Docks.

ACCEPTED BY:
Seller

A.W. PITCHER
VICE PRESIDENT SALES

APPROVED BY:
Buyer

Dennis G. Edwards
VICE PRESIDENT-CSX/BARGE COAL PROCUREMENT

MARMET SYNFUEL LLC
AS AGENT FOR CALLA SYNFUEL LLC
SALES ORDER

Main & River, P.O. Box 308
Ceredo, West Virginia 25507

SELLER/PHONE NO.
MARMET SYNFUEL LLC
MAIN & RIVER
P.O. BOX 308
CEREDO, WV 25507
304-526-0700

BUYER/PHONE NO.
PROGRESS FUELS CORPORATION
One Progress Plaza/P.O. Box 15208
St. Petersburg, FL/33733
ATTN: Dennis Edwards, VP Coal Procurement
727-824-6673

We agree to sell and you agree to purchase Synfuel with the following guaranteed specifications, subject to EFC's letter dated **05/01/02**, and the terms and conditions set forth below and attached.

SHIPMENTS		PAYMENTS	
Ship from:	*KRT's Marmet or Quincy Dock*	*Sales Order No:*	***9011***
Stockpile number:		*Date issued:*	May 1, 2002
Shipping period:	May 1, 2002 - Oct.31, 2003	*Payment terms:*	Upon Receipt Of Invoice.
Effective date:	May 1, 2002	Quality Adjustments:	Btu @ [redacted] Pro rata based upon a 12500 Guarantee.
Transportation paid by:	Seller		

TONNAGE	SIZE	MINE NAME	BASE PRICE PER TON FOB Barge	PLT
Up To 950,000 tons SEE SPECIAL INSTRUCTIONS BELOW	Synfuel	2002-2003 Price	[redacted]	

QUALITY SPECIFICATIONS				
	GUARANTEE	REJECT	ADJUSTMENTS	
Moisture:	8.00%	>10.0%	*Moisture:*	
Ash:	12.00%	>13.5%	*Ash:*	N/A
Sulfur-%	0.68	>0.68	*Sulfur/SO_2:*	N/A
Btu:	12,500	<12000	*Btu:*	See Above
VOL:	31%	<29.0%	*Other:*	

WEIGHT DETERMINATION		ANALYSIS DETERMINATION	
Scaled Weight:	N/A	*Sampled at:*	Quincy Dock
Draft Survey:	Commercial Testing	*Sampled by:*	Commercial Testing

SPECIAL INSTRUCTIONS: All Guaranteed quality, excepting SO2, will be determined on a monthly composite. SO2 will be based on a per shipment basis. For additional terms and conditions, see attached. *Buyer and Seller have agreed that this Sales Order in combination with Sales Order 600636 shall have* a maximum tonnage of 950,000 total tons to be shipped from either Marmet or Quincy Docks.

ACCEPTED BY:
Seller

A.W. PITCHER
VICE PRESIDENT SALES

APPROVED BY:
Buyer

Dennis G. Edwards
VICE PRESIDENT-CSX/BARGE COAL PROCUREMENT

TERMS AND CONDITIONS
MADE A PART OF
SYNFUEL SALES ORDER 9011

These Terms and Conditions shall be a part of, and incorporated in, the above identified Sales Order. Commencement of deliveries by Seller shall constitute acceptance, by Buyer, of all the terms on the face of this Sales Order as well as all of the following Terms and Conditions even in advance of Buyer's signature.

Should Buyer become insolvent, or a voluntary or involuntary petition is filed as to Buyer under the Untied States Bankruptcy Code, or a receivership or similar proceeding be filed as to Buyer, or if Buyer shall fail to pay Seller as and when required by this sales order, the Seller may, at its option and in its sole discretion anytime thereafter upon giving written notice, terminate this Sales Order in whole or in part. The foregoing remedy of Seller is not to be considered exclusive, but shall be cumulative and be in addition to any other remedies of Seller as provided herein. At Sellers option and sole discretion, upon notice to Buyer, this Sales Order may also be terminated if (i) the tax credits under Section 29 of the Internal Revenue Code of the United States ("Section 29") arising from the production and sale of synthetic fuel (Synfuel") from Sellers synthetic fuel production facility (the "Facility") are unavailable to, or are materially reduced with respect to Seller or any member or affiliate of Seller, due to a change in law, regulation, or official position of the IRS, whether such change is announced or written, (ii) the Internal Revenue Service disallows or rejects any material portion of such Section 29 tax credits arising from the production, including changes in allowed production capacity, and sale of Synfuel by Seller, or Seller shall reasonably conclude that it is more likely than not that the Internal Revenue Service will disallow or reject a material portion of such Synfuel tax credits, or (iii) Seller or any member or affiliate thereof shall reasonably determine, in its sole discretion, for any reason, that a material portion of the Section 29 tax credits arising from the production and sale of Synfuel, in any current or future period, will not be realized due to insufficient tax liability of Seller or such member or affiliate.

In the case of a Section 29 Event, the Seller shall also have the option to suspend or reduce shipments and Seller shall state in the aforesaid Notice it's election to: (i) terminate this Purchase Order; or (ii) suspend this Purchase Order for a stated period of time; or (iii) reduce the tonnage to an amount acceptable to Seller in its sole discretion. If Seller gives notice of a suspension or reduction as aforesaid and during the Term hereof Seller subsequently determines such Section 29 Event no longer exists, Seller may revise, modify or retract the prior notice, by giving notice thereof to Buyer. Any such notice of revision, modification or retraction shall not prevent Seller from subsequently giving notice(s) of a Section 29 Event, or further revision, modification or retraction, as Seller determines appropriate.

The Seller and Buyer shall be excused from the performance of any obligation hereunder when the cause of such non-performance is force majeure which shall be construed to include the event of war, fire, flood, strike, labor trouble, from whatever cause arising and whether or not the demands of the employees are reasonable and within the party's power to concede, accident, riot, acts of God, breakdown of or damage to the Facility, plant or equipment, any contingencies of

like or different character beyond the reasonable control of either party interfering with the production, including changes in the production capacity allowed by the IRS, supply of, or transportation of the goods covered herein, or by compliance with order or request of a state or federal court of competent jurisdiction or the United States or any state, or any officer, department, agency, or committee thereof, or by compliance with a request of any purchase for purpose of national security. Force majeure shall also include the inability of Seller to obtain on reasonable price and terms reasonably satisfactory feedstock, binders, or other raw materials or incidental products for use in Sellers production of synthetic fuel, including the timely performance of the suppliers of such feedstock, Chemical Change Agents (CCA), and other raw material or incidental products, the inability of Seller to obtain all government permits related to the operation of Seller's synthetic fuel production facility or the revocation or suspension of such permits (where such inability to obtain, revocation, or suspension is not due to negligence or willful misconduct of Seller).

The party affected shall provide prompt written notice of such claim of force majeure with reasonable full particulars concerning it, including its expected duration. Thereupon, the obligation of the party giving such notice so far as they are affected by the force majeure shall be suspended during, but not longer than the continuation of the force majeure. The party affected shall endeavor to remedy the force majeure event with all reasonable diligence but shall not be required to agree to the settlement of strikes, walkouts, or other labor difficulties by the party involved, contrary to its wishes, and the handling of all such difficulties shall be entirely within the discretion of the party concerned. The periods of time attributable to force majeure under this Sales Order shall not be computed in any manner, which would extend the term of this Sales Order except the date of Buyer's performance may be extended for a period of time equal to the length of delay caused by force majeure at the option of Seller. Such extension shall be conditional upon Buyer giving prompt written notice to Seller of the occurrence causing the delay and its expected duration.

Tonnage deficiencies resulting from a force majeure event shall be made up by mutual agreement.

The parties recognize that, during the continuance of this Purchase Order, legislative or regulatory bodies or the courts may adopt environmental laws, regulations, policies and/or restrictions which will make it impossible or commercially impracticable for Buyer to utilize the Synfuel or Seller to produce the Synfuel to be delivered hereunder for the intended purpose. If as a result of the adoption of such laws, regulations, policies, or restrictions, or change in the interpretation or enforcement thereof, Buyer or Seller decides that it will be impossible or commercially impracticable (uneconomical) to utilize or produce the Synfuel to be delivered hereunder, the Buyer or Seller shall so notify the other party, and thereupon Buyer and Seller shall promptly consider whether corrective actions can be taken in the production, handling, preparation or utilization of Synfuel; or the preparation, handling and/or utilization of the Synfuel at the generating stations of Buyer or Buyer's customer; or the production of Synfuel at the Synfuel plant. If in either Seller's or Buyer's judgment such actions will not, without unreasonable expense to either party, make it possible and commercially practicable to utilize or produce the Synfuel without violating any applicable law, regulation, policy or order, Buyer or

Seller shall have the right, upon the later of 30 days notice to either party or the effective date of such restriction, to terminate this Sales Order without further obligation hereunder on the part of either party.

Buyer shall not, without Seller's prior written consent, which consent will not unreasonably be withheld, (i) make any assignment or transfer of this Sales Order, by operation of law or otherwise, including without limitation any assignment, encumbrance or transfer as security for any obligation, or (ii) assign or transfer the right or duty to perform any obligation of Buyer hereunder. Buyer may assign this Sales Order to an affiliate of Buyer, or as part of a merger or consolidation involving Buyer provided, however, that in the case of an assignment to an affiliate, Buyer shall remain liable for the performance and for the obligations of the assignee.

Buyer will not sell, supply, or deliver Synfuel purchased under this Agreement to any other entity without prior approval from Seller, which approval will not be unreasonably withheld, Buyer must provide Seller with the identity of the other entity, and written assurance that it has disclosed to the other entity that this is a Synfuel product. Further, Purchaser shall (i) not sell, supply, or deliver any Synfuel hereunder to any company of which 50 percent or more of the ownership is held, directly or indirectly, by Progress Energy, (ii) include a provision in any sales agreement with any other entity that Seller is a third party beneficiary of such sales agreement and may enforce the provisions of this paragraph directly against such other entity and (iii) require any other entity that may become owner, receiver or consumer of Synfuel shipped under this Agreement to fully comply with the provisions of this paragraph.

The terms and provisions hereof shall be construed and enforced in accordance with the laws of the state of West Virginia.

Each party shall maintain the terms of this Sales Order and any information or data relating hereto, including site visits, in confidence and, except as may be required by law, shall not disclose such information or data or any other information concerning the performance or administration of this Purchase Order to any other party other than a party's officers, directors, members, employees, contractors, agents, attorneys, accountants or financial advisers who have a need to have access thereto or as required by applicable law, regulation or judicial or governmental order. If either party is required to disclose any information required by this Section to be maintained as confidential in a judicial, administrative or governmental proceeding, such party shall give the other party at least ten (10) days prior written notice (unless less time is permitted by the applicable proceeding) before disclosing any such information in any such said proceeding and, in making such disclosure, the party required to disclose the information shall disclose only that portion thereof required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, including obtaining protective orders and supporting the other party in intervention. Nothing contained herein shall obligate either party to disclose to the other party any information that would be prohibited from disclosure under confidentiality agreements with third parties, including, without limitation, licenses; and any such information shall only be disclosed to the other party after appropriate confidentiality agreements have been entered into or appropriate consents obtained. The terms and provisions of this Section shall survive the termination of this Sales Order for a period of two (2) years.

Further (a) Notwithstanding any provision in this Sales Order to the contrary, neither party shall be liable hereunder for incidental, special, punitive, consequential or other indirect loss or damage, or for lost profits, business, tax credits or any other special or incidental loss or damage. The parties further agree that the waivers and disclaimers of liability expressed in this Sales Order shall survive termination of this Sales Order, and shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability or breach of warranty of any party released or whose liabilities are waived or disclaimed. Except as otherwise provided, neither party makes any warranties or guarantees to the other, either express or implied, with respect to the subject matter of this Sales Order, and both parties disclaim and waive any implied warranties regarding the fitness of the Synfuel for a particular purpose or warranties imposed by law. (b) Notwithstanding any provision of the Sales Order to the contrary, the parties recognize the Buyer is a Company formed under the laws of the State of _____ and the Seller is a Limited Liability Company formed under the laws of the State of Delaware, and that no past, present or future shareholder, officer, director, member or manager of either party shall have any personal liability for any obligation whatsoever or howsoever arising (including under contract or in tort or equity) under or with respect to this Sales Order or the transaction contemplated hereby, or applicable law with respect thereto. Neither Buyer nor Seller shall (i) assert or seek to assert any claim against, (ii) name in any civil action or proceeding or arbitration, or (iii) seek or obtain any judgment, order or decree personally against any member, manager, shareholder, officer, employee, agent or representative of Buyer or Seller, with respect to Buyer's or Seller's obligations under this Agreement.

If Buyer and Seller are each required to pay any amount to each other, then such amounts with respect to each other may be aggregated and the Buyer and Seller may discharge their obligations to pay through netting, in which case the Buyer or Seller, if any, owing the greater aggregate amount may pay to the other party the difference between the amounts owed. The Buyer or Seller reserves to itself all rights, setoffs, counterclaims, and other remedies and defenses consistent with this Sales Order, to the extent not expressly herein waived or denied, which the Buyer or Seller has or may be entitled to arising from or out of this Sales Order. The obligations to make payment under this sales order may be offset against each other, setoff or recouped there from. For the purpose of this section only, Buyer and Seller shall also mean any affiliates, subsidiaries, or other related entities of Buyer and Seller.

In the event that any new law, tax, assessment or fee, change or interpretation of any such existing law, tax, assessment or fee is during the term of this Sales Order, placed on Synfuel products, from any federal, state or local authority which law(s) is not currently effective on the date of this Agreement (as defined below) which increase Seller's costs, Seller reserves the right to adjust the price of Synfuel to include the impact of such law, tax, assessment, or fee. Seller shall calculate the impact of the change of such law, tax, assessment, or fee and provide such calculation to the Buyer (the "Adjustment"). The Adjustment shall be effective on the Effective Date of such new law, tax, assessment, or fee. Should such adjustment be unacceptable to Buyer, or if Seller decides not to pay such taxes whether acceptable to Buyer or not, either Buyer or Seller shall have the right to terminate its obligation under the Agreement without further

obligation under the Agreement, except as to shipments, deliveries, or other liabilities incurred prior to such Termination Date.

Additionally, Buyer represents to and covenants with Seller that it has obtained and will maintain or cause to be maintained at its expense:

A) At a minimum, Automobile Liability Insurance applying to owned, nonowned and hired vehicles with a limit of $1 Million combined single limit coverage per occurrence. Additionally, Umbrella Liability coverage with a minimum of $1 Million limit per occurrence is desired.

B) Workers' Compensation, Employees' Liability insurance with a minimum of $500,000 Accident, $500,000 Disease and $500,000 Employee coverage.

C) Employers' Liability Insurance with a minimum of $1 Million coverage per claim.

As used herein the "Agreement" shall consist of (i) the document(s) containing the understanding between the parties (including but not limited to the Sales Order, any Confirmation, Notice, or Contract which contains the provisions of this arrangement, or any other instrument duly negotiated between the Buyer and the Seller) including all modifications shown thereon; and (ii) these Terms and Conditions. In the event of an inconsistency between any documents comprising the Agreement, the Terms and Conditions herein described shall prevail over any of the other provisions included in the Agreement. Neither party hereto shall claim any amendments, modifications, or release from any of the provisions hereof unless the same is in writing, signed by each of the parties hereto and specifically states the same is an amendment to these Terms and Conditions. Waiver by either party of any part of Terms and Conditions shall not be construed as a waiver of any other breach.

These Terms and Conditions may be executed in any number of counterparts, including by means of facsimile signatures, each of which shall be an original, but all of which together shall constitute one and the same instrument.

AGREED TO AND ACCEPTED THIS 1st DAY OF May, 2002

"Buyer"	"Seller"
By: Kevin H. Woods	By:
Its: Vice President CSX/Barge Coal	Its: Vice President-Sales

Eyes Dre

Progress Energy

January 9, 2003

Mr. Brett Phipps
Kanawha River Terminals, Inc.
150 Dairy Lane
Belle, West Virginia 25015

Dear Mr. Phipps:

This letter will confirm our conversation of January 9, 2003, wherein Progress Fuels Corporation (PFC) agreed to purchase approximately 40,000 tons of 1.2 LB "compliance" spot coal during January through April of 2003 with unilateral option to extend for an additional three months.

The price on these coals will be [redacted] per ton f.o.b. barge and will be based on a guarantee of 12,500 Btu/LB. Premium/penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable fifteen (15) days from receipt and should be sent to the attention of Mr. Bill Traywick, Controller, at 5625 Dillard Drive, Cary, North Carolina 27511-9227.

These coals will be sampled as loaded in the barge at your Quincy or Marmet terminals by an independent contractor employed by PFC. These samples will govern payment. Excess loading costs resulting from your failure to comply with the barge line's loading requirements will be for your account.

These coals shall be crushed run-of-mine (CROM) with no synthetic fuel added and shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay and other impurities and are expected to meet the following specifications on an "as-received, per-shipment" basis:

SPECIFICATION	REQUIREMENT
SIZE	3" X 0" MAXIMUM 50% <1/4" MAXIMUM
SO_2	1.2 LB PER MILLION BTU MAXIMUM
ASH	10.0% MAXIMUM
MOISTURE	6.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	32.0% MINIMUM
BTU	12,500/LB MINIMUM
GRIND	45 MINIMUM

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Coals not meeting a 12,500 Btu minimum, a "compliance" sulfur specification and a 32.0 percent volatile minimum may be rejected.

These coals will be shipped by barge on the river system. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mrs. Mary J. Kuderick
Mr. F. Michael Lelak
Ms. Carrie A. Leonard
Mrs. Tina M. McRoberts
Mrs. Virginia M. Muehlendyck
Mr. Roy F. Potter
Mr. William Traywick

AGREED TO AND ACCEPTED THIS THE 15 DAY OF Jan, 2003.

KANAWHA RIVER TERMINALS, INC.

BY: _____

ITS: Sr. V.P.

Matmet Eagle

ORIGINAL ORDER
3-15-2002

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

March 15, 2002

Mr. A. W. Pitcher
Vice President—Sales
Marmet Synfuel LLC
as Agent for Calla Synfuel LLC
One Progress Plaza, BT10C
St. Petersburg, Florida 33701

Dear Mr. Pitcher:

This letter will respond to your recent offer, wherein you offered Electric Fuels Corporation (EFC) 1.2 LB "compliance" synfuel during each of the months May 1, 2002, through December 31, 2002. Specifically, EFC accepts quantity in the amount of 33,000 tons per month for the above period.

The price on these synfuels will be [redacted] f.o.b. barge fixed for the term and will be based on a guarantee of 13,200 Btu/LB. Premium/penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable by wire transfer upon receipt and should be sent to the attention of Mr. Samuel M. Hopkins, Vice President and Controller.

These synfuels will be sampled as loaded in the barge at your Quincy or Marmet Terminals on the Kanawha River by an independent contractor employed by EFC. These samples will govern payment. Excess loading costs resulting from your failure to comply with the barge line's loading requirements will be for your account.

These synfuels shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received, per-shipment" basis:

SPECIFICATION	REQUIREMENT
SIZE	2" x 0"
SULFUR DIOXIDE	1.2 LB SO_2 PER MILLION BTU MAXIMUM
ASH	8.0% MAXIMUM
MOISTURE	7.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	32.0% MINIMUM
BTU	13,200/LB MINIMUM
GRIND	45 MINIMUM

Synfuels not meeting any of the following parameters: a 12,000 Btu minimum, a 10 percent ash maximum, a 9.0 percent moisture maximum, a "compliance" sulfur specification, or a 30.0 percent volatile minimum may be rejected.

These synfuels will be shipped by barge on the river system. Coordination of these shipments will be made with EFC's Mrs. Tina McRoberts at 813/824-6682. Coordination of sampling related matters will be with EFC's Mr. Roy F. Potter at 813/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

DGE/ro

cc: Mrs. D. M. Davis
Mr. S. M. Hopkins
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the 18th *day of* March, 2002.

Marmet Synfuel LLC

By: _____

Its: Vice President - Sales

LETTER AGREEMENT
1-7-2003

Exhibit Doc
1.2 a

Progress Energy

January 7, 2003

Mr. Michael P. Gatens
Marmet Synfuel LLC
as Agent for Calla Synfuel LLC
Post Office Box 308
Ceredo, West Virginia 25507

RE: LETTER AGREEMENT BETWEEN ELECTRIC FUELS CORPORATION AND MARMET SYNFUEL LLC AS AGENT FOR CALLA SYNFUEL LLC DATED MARCH 15, 2002

Dear Mr. Gatens:

In accordance with our recent conversations, Progress Fuels Corporation would like to extend Letter Agreement dated March 15, 2002, through December 31, 2003. The quantity will remain at 33,000 tons per month of 1.2 LB "compliance" synfuel through the extended period, and all other terms and conditions will remain as outlined in subject Letter Agreement.

If you concur with the above, please indicate so by signing in the signature block provided below and returning one original to me for my files.

Sincerely,

A. W. Pitcher
Vice President, Coal Procurement

AWP/ro

cc: Mrs. Donna M. Davis
Mrs. Mary J. Kuderick
Mr. F. Michael Lelak
Ms. Carrie A. Leonard
Mrs. Tina M. McRoberts
Mrs. Virginia M. Muehlendyck
Mr. Roy F. Potter
Mr. William Traywick

Agreed to and accepted this the 13 day of Jan., 2003.

Marmet Synfuel LLC

By: _____
Its: Sr. V.P.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

LETTER AGREEMENT
2-27-2003

Edited Ltr

Progress Energy

3-11
XC IFWP
CAL

February 27, 2003

Mr. Michael P. Gatens
Marmet Synfuel LLC
as Agent for Calla Synfuel LLC
Post Office Box 308
Ceredo, West Virginia 25507

RE: LETTER AGREEMENT BETWEEN PROGRESS FUELS CORPORATION (FORMERLY ELECTRIC FUELS CORPORATION) AND MARMET SYNFUEL LLC AS AGENT FOR CALLA SYNFUEL LLC DATED MARCH 15, 2002, AND THE EXTENSION OF THAT AGREEMENT DATED JANUARY 7, 2003

Dear Mr. Gatens:

The purpose of this letter is to confirm our recent discussion regarding the Letter Agreement between Progress Fuels Corporation (formerly Electric Fuels Corporation) and Marmet Synfuel LLC, as Agent for Calla Synfuel LLC, dated March 15, 2002, and an extension of that agreement dated January 7, 2003. (See Attachments 1 and 2, respectively.)

Progress Fuels Corporation desires to have approximately 30.0 percent of the 33,000 tons per month of synfuel be shipped as crushed run of mine coal (CROM). This blend of CROM and synfuel will provide us with a synfuel product which contains an overall courser material than straight synfuel. Therefore, by copy of this letter, Kanawha River Terminals has the permission to ship approximately 10,000 tons per month of CROM at the contract price of [redacted] However, the maximum amount to be shipped cannot exceed the Agreement amount of 33,000 tons per month.

All other terms and conditions as stated in the Letter Agreement and extension will apply.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

If you concur with the above, please indicate so by signing in the signature block provided below and returning one original to me for my files.

Sincerely,

A. W. Pitcher
Vice President, Coal Procurement

AWP/tlr

cc: Mrs. Donna M. Davis
Mrs. Mary J. Kuderick
Mr. F. Michael Lelak
Ms. Carrie A. Leonard
Mrs. Tina M. McRoberts
Mrs. Virginia M. Muehlendyck
Mr. Roy F. Potter
Mr. William Traywick

Agreed to and accepted this the 10th day of March, 2003.

Marmet Synfuel LLC

By: _____

Its: Sr. V.P.

ATTACHMENT 1

ELECTRIC
FUELS
CORPORATION
ONE PROGRESS PLAZA. POST OFFICE BOX 15208. ST. PETERSBURG. FLORIDA 33733. (727) 824-6600

(Panola - Eagle)

March 15, 2002

Mr. A. W. Pitcher
Vice President—Sales
Marmet Synfuel LLC
as Agent for Calla Synfuel LLC
One Progress Plaza, BT10C
St. Petersburg, Florida 33701

Dear Mr. Pitcher:

This letter will respond to your recent offer, wherein you offered Electric Fuels Corporation (EFC) 1.2 LB "compliance" synfuel during each of the months May 1, 2002, through December 31, 2002. Specifically, EFC accepts quantity in the amount of 33,000 tons per month for the above period.

The price on these synfuels will be [redacted] f.o.b. barge fixed for the term and will be based on a guarantee of [redacted] Btu/LB. Premium/penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable by wire transfer upon receipt and should be sent to the attention of Mr. Samuel M. Hopkins, Vice President and Controller.

These synfuels will be sampled as loaded in the barge at your Quincy or Marmet Terminals on the Kanawha River by an independent contractor employed by EFC. These samples will govern payment. Excess loading costs resulting from your failure to comply with the barge line's loading requirements will be for your account.

These synfuels shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received, per-shipment" basis:

SPECIFICATION	REQUIREMENT
SIZE	2" x 0"
SULFUR DIOXIDE	1.2 LB SO_2 PER MILLION BTU MAXIMUM
ASH	8.0% MAXIMUM
MOISTURE	7.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	32.0% MINIMUM
BTU	13,200/LB MINIMUM
GRIND	45 MINIMUM

Synfuels not meeting any of the following parameters: a 12,000 Btu minimum, a 10 percent ash maximum, a 9.0 percent moisture maximum, a "compliance" sulfur specification, or a 30.0 percent volatile minimum may be rejected.

These synfuels will be shipped by barge on the river system. Coordination of these shipments will be made with EFC's Mrs. Tina McRoberts at 813/824-6682. Coordination of sampling related matters will be with EFC's Mr. Roy F. Potter at 813/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

Dennis G. Edwards

Dennis G. Edwards
Vice President—CSX/Barge Coal Procurement

DGE/ro

cc: Mrs. D. M. Davis
Mr. S. M. Hopkins
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Note to All Copied Personnel:

This order converts the Panther contract coal to synfuel for the period indicated at a [redacted] per ton discount.

Agreed to and accepted this the _____ day of _____, 2002.

Marmet Synfuel LLC

*By:*_____
*Its:*_____

182-24
xc: amyp
cal
orig to G

Progress Energy

February 6, 2003

SENT VIA FAX NO. 606/638-0970

Mrs. Beverly Parrish Reynolds
Marshall Resources, Inc.
Post Office Box 3368
Charleston, West Virginia 25333

Dear Mrs. Reynolds:

This letter will confirm our communication of February 3, 2003, wherein Progress Fuels Corporation (PFC) agreed to purchase 10,000 tons (one unit train) of 1.2 LB "compliance" spot coal during February 2003.

The price on these coals will be [redacted] per ton f.o.b. the railcar and will be based on a guarantee of 12,500 Btu/LB and 11 percent ash. Premium/penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu and a [redacted] per 1 percent ash greather than the guarantee of 11.0 percent pro rata on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable fifteen (15) days from receipt and should be sent to the attention of Mr. Bill Traywick, Controller, at 5625 Dillard Drive, Cary, North Carolina 27511-9227. Payment will be remitted via wire transfer using the following instructions:

Community Trust Bank NA
Account No. 4000-997-173
Routing No. 042102694

These coals will be sampled as loaded (Clinchfield District of CSX, Tipple #50513) by an independent contractor employed by PFC. These samples will govern payment. Excess loading costs resulting from your failure to comply with the railroad's loading requirements will be for your account.

These coals shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay and other impurities and are expected to meet the following specifications on an "as-received, per-shipment" basis:

SPECIFICATION	REQUIREMENT
SIZE	2" x 0" MAXIMUM 45% <1/4" MAXIMUM
SO_2	1.2 LB PER MILLION BTU MAXIMUM
ASH	11.0% MAXIMUM

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

SPECIFICATION	REQUIREMENT
MOISTURE	8.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	30.0 ~~32.0~~% MINIMUM
BTU	12,500/LB MINIMUM
GRIND	43 MINIMUM

2/7/03

30.0 2/7/03

Coals not meeting a 12,500 Btu minimum, a "compliance" sulfur specification and a ~~32.0~~ percent volatile minimum may be rejected.

These coals will be shipped by 90-car unit train (PFC cars) to Crystal River. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mrs. Mary J. Kuderick
Mr. F. Michael Lelak
Ms. Carrie A. Leonard
Mrs. Tina M. McRoberts
Mrs. Virginia M. Muehlendyck
Mr. Roy F. Potter
Mr. William Traywick

AGREED TO AND ACCEPTED THIS THE 17 DAY OF FEBRUARY, 2003.

MARSHALL RESOURCES, INC.

BY: _____

ITS: VICE PRESIDENT

Pitcher, Al

From: David Combs [btudave@czarky.net]
Sent: Monday, February 03, 2003 5:10 PM
To: al.pitcher@progressfuels.com
Subject: Marshall compliance train/Bev Reynolds

Al,

Thank you for allowing us the opportunity to offer a compliance train to Progress Fuels. Please review the following:

Seller: Marshall Resources, Inc.
P.O. Box 3368
Charleston, WV 25333

Term: February 2003
Preferred loading: Feb 18 -20

Quantity: 10,000 tons (1 train)

Price: [redacted] FOB Railcar with payment terms 15 day after receipt of invoice.

Loading Point: #50513 (formerly Coal Mac 3)
CSXT, Clinchfield District
24 hour with certified belt scales
HSS Automatic Sampler

Quality: BTU 12,500
Ash 11.00
Sulfur 1.20 lbs MMBTU SO2
Mois 8.00

Remit payment via wire transfer using the following instructions:
Community Trust Bank NA
Account No. 4000-997-173
Routing No. 042102694

Please give me a call if you have any questions or any of the above items are not what we discussed. You can fax me a copy of the PO/Letter to 606-638-0970 or mail it to the above address. Thanks again, Al. I will be in touch.

Bev

Progress Energy

January 7, 2003

Mr. Michael P. Gatens
Marmet Synfuel LLC
as Agent for Calla Synfuel LLC
Post Office Box 308
Ceredo, West Virginia 25507

RE: LETTER AGREEMENT BETWEEN ELECTRIC FUELS CORPORATION AND MARMET SYNFUEL LLC AS AGENT FOR CALLA SYNFUEL LLC DATED MARCH 15, 2002

Dear Mr. Gatens:

In accordance with our recent conversations, Progress Fuels Corporation would like to extend Letter Agreement dated March 15, 2002, through December 31, 2003. The quantity will remain at 33,000 tons per month of 1.2 LB "compliance" synfuel through the extended period, and all other terms and conditions will remain as outlined in subject Letter Agreement.

If you concur with the above, please indicate so by signing in the signature block provided below and returning one original to me for my files.

Sincerely,

A. W. Pitcher
Vice President, Coal Procurement

AWP/ro

cc: Mrs. Donna M. Davis
Mrs. Mary J. Kuderick
Mr. F. Michael Lelak
Ms. Carrie A. Leonard
Mrs. Tina M. McRoberts
Mrs. Virginia M. Muehlendyck
Mr. Roy F. Potter
Mr. William Traywick

Agreed to and accepted this the 13th day of Jan., 2003.

Marmet Synfuel LLC

By: Michael Gatens

Its: Sr. V.P

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

BETWEEN

ELECTRIC FUELS CORPORATION

AND

MASSEY COAL SALES COMPANY

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AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 15 day of June, 1999, between ELECTRIC FUELS CORPORATION, a Florida corporation, 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida, 33701 (hereinafter "PURCHASER") and MASSEY COAL SALES COMPANY, a Virginia corporation (hereinafter "SELLER"),

WHEREAS, PURCHASER does supply coal to Florida Power Corporation, a Florida corporation (hereinafter "FPC"), under a long-term purchase and sale agreement for use as fuel at FPC's Crystal River Units No. 1 and No. 2 near Red Level, Citrus County, Florida (hereinafter "FPC's generating units"); and

WHEREAS, PURCHASER desires to purchase and SELLER desires to sell coal mined by its affiliates for use as fuel in FPC's generating units;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as herein stated and intending to be legally bound, PURCHASER and SELLER agree as follows:

1.01 Mutual Obligations. SELLER agrees to sell and deliver coal mined by its affiliates to PURCHASER, and PURCHASER agrees to buy from SELLER, coal of the quality and in the quantities and on the terms and conditions set forth below.

1.02 Warranty and Dedication of SELLER'S Reserves. SELLER represents and warrants that SELLER owns, leases or controls mineral interests containing reserves in seams sufficient in quality and quantity to supply the coal covered by this Agreement (hereinafter the "Coal Property"). SELLER hereby expressly dedicates to PURCHASER sufficient mining capacity on or in the Coal Property so as to fulfill the quantity and quality specifications hereof.

1.03 Quantity. During the initial term hereof, the quantity of coal to be delivered hereunder shall be 1,050,000 tons. The quantity under any renewal period shall be mutually agreed to by PURCHASER and SELLER by October 1, 2000.

1.04 Term. The initial term of this Agreement will commence on July 1, 1999, and will continue in effect for a period of eighteen (18) months. PURCHASER shall have an option, exercisable by notice in writing prior to October 15, 2000, to renew this Agreement for an additional term of up to eighteen (18) months.

1.05 Base Price. The base price per ton of coal, f.o.b. SELLER'S mine loading site, (hereinafter "base price") shall be [redacted] per ton, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto, during the initial term of this Agreement. Base Price during the optional additional term shall be negotiated by October 1, 2000.

1.06 Billing and Payment. SELLER shall invoice PURCHASER monthly for the coal delivered to PURCHASER during the preceding month at the base price as shown in

Section 1.05 hereof. Each invoice shall be paid by PURCHASER within twenty (20) days of the date of the invoice or fifteen (15) days from receipt of the invoice, whichever is later. Adjustments under Appendix A shall be separately stated and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the monthly invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

2.01 Weighing. The net weight of coal sold and delivered hereunder shall be determined by SELLER'S certified scales (if available) at origin for unit train shipments or by railroads which haul the coal at the usual railroad company weighing point for non-unit train shipments or by certified belt scales at the barge loading point or by barge survey if rail weights or certified scales are not available. However, for unit train shipments, if the origin scales are inoperable or are not certified, PURCHASER may order weighing by the carrying railroad over certified scales or may use the average of the net weights of the five (5) prior unit trains. Notwithstanding the above, at PURCHASER'S option, weight may be determined by certified scale or draft survey at loading or discharge point.

2.02 Delivery and Title. All coal to be supplied under this Agreement shall be from mines of SELLER'S affiliates located in Pike County, Kentucky, or other mutually agreeable sources. Delivery shall commence on or about July 1, 1999, and shall be in approximately equal monthly installments. Delivery will be at PURCHASER'S option as provided in Section 2.03, in railcars f.o.b. and will be so scheduled as to permit loading in unit train lots in accordance with the terms of the applicable tariff or contract (as defined hereinafter). Title to the coal and risk of loss thereof shall transfer to PURCHASER at the time the trains are completely loaded and have been released by SELLER.

2.03 Shipment: Tariffs. It is presently contemplated that coal sold hereunder will be shipped by rail from unit train loading facilities at Goff (CSX #84191) to destinations specified by PURCHASER.

SELLER or its affiliates will provide, at its own expense, off-mainline rail trackage sufficient for efficient and dependable loading of unit trains at or near the mine or at another mutually acceptable location. SELLER or its affiliates will be prepared to operate such loading facilities twenty-four (24) hours per day, seven (7) days per week, if and as needed regardless of mine holidays or vacation periods. In the event rail shipment is to be used directly to FPC's plants, SELLER or its affiliates will be prepared to load unit trains comprised of approximately ninety (90) one hundred (100) ton PURCHASER-supplied coal hopper cars within four (4) hours of their arrival (minimum weight 9,600 tons per 90-car unit train) at such loading facilities or in accordance with the applicable tariff or contract for shipments hereunder. Failure to load PURCHASER'S trains to the 9,600 ton minimum level will result in penalties as described in Section 2.05. In the event PURCHASER elects to ship coal hereunder through one of the inland river docks, SELLER or its affiliates will be prepared to load unit trains comprised of no less than seventy-five (75) one hundred (100) ton cars (minimum weight 7,500 tons per unit train) within the time span allowed by the applicable tariff or contract.

Shipment of coal under this Agreement shall be made in accordance with the tariff or contract which PURCHASER shall ultimately negotiate with the railroad or other transportation companies for this origin (herein called the "applicable tariff"). If the applicable tariff or contract is amended, supplemented or replaced, subsequent shipments of coal shall be made by SELLER or its affiliates in accordance with the terms of the applicable tariff or contract as amended, supplemented or replaced.

2.04 Freight Charges. Subject to reimbursement provided by Sections 2.05 and 2.06, PURCHASER shall pay all freight and other charges imposed by the applicable tariff.

2.05 Excess Loading Costs Chargeable to SELLER. If SELLER fails to satisfy the loading requirements of the applicable tariff and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or the applicable tariff, SELLER shall pay PURCHASER or railroad any resulting car detention penalties, demurrage, crew charges or charges for cars not timely loaded to marked capacity which PURCHASER is required to pay under the applicable tariff. In addition, SELLER shall pay PURCHASER reasonable lost railcar utilization charges for failure to timely and fully load and/or time lost to unload overloaded railcars of PURCHASER. Examples of these charges are listed in Appendix B.

2.06 Excess Freight Costs Chargeable to SELLER. If SELLER fails to have available sufficient coal to satisfy the quality requirements of Section 3.01 on the regularly scheduled basis referred to in Section 2.02 and thereby fails to satisfy the tonnage requirements of the applicable contract and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or the applicable contract, SELLER shall pay PURCHASER any resulting freight charges which PURCHASER is required by such contract to pay in excess of the amount of such charges that would have been payable with respect to the coal actually shipped had such tonnage requirements been met.

2.07 Payment of Excess Costs to PURCHASER. Any payments required by Sections 2.05 and 2.06 above shall be promptly paid on receipt by SELLER of a written

statement from PURCHASER itemizing such charges and showing facts necessary to permit SELLER to verify such charges. At either party's election, such charges may be credited against amounts then owed by PURCHASER to SELLER hereunder.

2.08 Freeze Proofing. When required by the river transfer terminal, a PURCHASER-approved freeze proofing material will be applied at the rate of two (2) pints per ton at cost. Freeze proofing will not be required on direct rail shipments.

3.01 Coal Specifications. Coal delivered hereunder shall be crushed to two inches (2") by zero inches (0") in size with no intermediate sizes or synthetic fuel added or removed. It shall be prepared so as to be free of bone, slate, shale, fire clay, wood, metal, rock, loose clay and other impurities, as determined by PURCHASER, shall have a temperature below 131 degrees Fahrenheit, and shall have the following per shipment specifications analyzed on an "as-received" basis:

SPECIFICATION	REQUIREMENTS
Moisture (Total)	7.0% (maximum)
Ash	11.0% (maximum)
Sulfur (Total)	.9% (minimum) 1.35% (maximum)
Volatile	34.0% (minimum)
Ash Fusion - Softening (H-1/2W), Reducing	2600° (minimum)
Ash Fusion - Initial Deformation	2600° (minimum)
Grindability	45 HGI (minimum)
Calorific Value	12,875 Btu/LB (guaranteed)
Fines (minus 1/4 inch)	45% (maximum)

3.02 Sampling and Analysis. For all coal delivered under this Agreement, PURCHASER shall appoint a mutually agreeable third party commercial laboratory to collect and analyze a representative sample of each shipment. At PURCHASER'S discretion, sampling may be performed at loading, transloading, or unloading facility.

A. Standards. Current versions of the following ASTM standards or subsequent revisions thereof shall apply to equipment and methods used for sampling and analyzing coal under this Agreement, unless specifically stated and mutually agreed to otherwise:

D 4749	Test Method for Performing Sieve Analysis of Coal and Designating Coal Size (Replaces D 410)
D 1857	Test for Fusibility of Coal and Coke Ash
D 2013	Preparing Coal Samples for Analysis
D 2015	Test for Gross Calorific Value of Solid Fuel by the *Adiabatic* Bomb Calorimeter
D 2234	Collection of a Gross Sample of Coal
D 3172	Proximate Analysis of Coal and Coke
D 3173	Test for Moisture in the Analysis Sample of Coal and Coke
D 3174	Test of Ash in the Analysis Sample of Coal and Coke
D 4239	Test for Total Sulfur in the Analysis Sample of Coal and Coke Using High Temperature Tube Furnace Combustion Methods
D 3286	Test for Gross Calorific Value of Coal and Coke by Isoperibol Bomb Calorimeter
D 3302	Test for Total Moisture in Coal
D 409	Test for Grindability of Coal
D 1989	Test for Gross Calorific Value of Coal and Coke by Microprocessor Controller Isoperibol Calorimeter
D 121	Terminology of Coal and Coke
D 3175	Test for Volatile Matter in the Analysis Sample of Coal and Coke
D 3176	Test Method for Ultimate Analysis of Coal and Coke

D 3178	Test for Carbon and Hydrogen in the Analysis Sample of Coal
D 3179	Test for Nitrogen in the Analysis Sample of Coal
D 2492	Test Method for Forms of Sulfur in Coal
D 3682	Test Method for Major and Minor Elements in Coal and Coke Ash by Atomic Absorption
D 4208	Test for Chlorine in Coal by Oxygen Bomb Combustion/Ion Selective Electrode
D 3761	Test for Fluorine in Coal by Oxygen Bomb Combustion/Ion Selective Electrode
D 4915	Practice for Manual Sampling of Coals From Tops of Railcars
D 3180	Practice for Calculating Coal and Coke Analyses from As Determined to Other Bases
D 5142	Test Method for Proximate Analysis of the Analysis Sample of Coal and Coke by Instrumental Procedures
D 4606	Test Method For Determination of Arsenic and Selenium in Coal by Hydride Generation/Atomic Absorption Method
D 3683	Test Method for Trace Elements in Coal and Coke Ash by Atomic Absorption
D 3684	Test for Mercury in Coal by Oxygen Bomb Combustion/Atomic Absorption

PURCHASER and SELLER shall agree as required on standard reference materials for use in performing analyses where applicable.

B. Sampling. Sampling of coal subject to this Agreement shall be performed with an automatic sampling system at the mine, loading point, transloading point, or at Crystal River's unloading facility in material conformance with the specifications of ASTM Standards D 2234 and D 2013 except for deviations agreed to in writing by PURCHASER and SELLER. In case of failure of the automatic sampler, trainloads shall be hand-sampled per ASTM D 4915. PURCHASER has the right to perform or cause to be performed bias tests at any time during the period that this Agreement is in effect at PURCHASER'S cost.

Four sub-samples will be divided from each gross sample according to ASTM Standard 2013. All sub-samples shall be placed in suitable containers and distributed as follows:

Sub-sample one shall be for analyses as specified in Sections (c) and (d), and shall be called the Laboratory Sample.

Sub-sample two shall be maintained for a period of thirty days as referee samples as described in Section (e).

Sub-sample three shall be for SELLER'S disposition.

Sub-sample four shall be for PURCHASER'S disposition.

C. Air Drying. The laboratory sample shall be air-dried according to ASTM Standards D 2013 and D 3302 except that new minimum and maximum times may be employed by mutual agreement. An analysis sample shall be prepared from the air-dried sample for further analyses.

D. Analysis to be Made. The analyses to be made by a third party commercial laboratory, according to methods described in the applicable standards, are as follows:

Moisture, in weight percentage
Ash Content, in weight percentage
Calorific Value, in Btu's per pound
Sulfur, in weight percentage
Volatile Matter, in weight percentage

PURCHASER may also request analysis for HGI and Ash Fusion tests from time to time. Upon request, an additional sub-sample shall be maintained to allow SELLER to perform its own HGI analysis.

E. Acceptance of Results. The results of the sampling and analysis by SELLER shall be accepted as the quality and characteristics of the coal delivered hereunder in the trainloads represented by such samples, and the same shall be accepted as the monthly analysis for the trainloads delivered during such month; provided, however, that if either party should at any time question the correctness of the original analysis made on the laboratory sample, it shall have the right to have sub-sample two analyzed by a testing laboratory mutually selected by SELLER and PURCHASER.

Said laboratory shall use methods approved by ASTM or other mutually-accepted procedures, and mutually-agreeable standard reference materials.

The analysis of sub-sample two as determined by the commercial testing laboratory shall be accepted as being representative for the lot of coal under consideration. The party questioning the correctness of the original analysis shall pay the cost of such analyses, and the price of coal represented by such samples shall immediately be adjusted in accordance with the provisions of this Agreement, and any amounts due either PURCHASER or SELLER shall be paid in accordance with Section 5 hereof.

PURCHASER shall have the right to have a representative present at any and all times to observe said sampling and analysis and to take reasonable samples.

3.03 Quality Reports. Notice of the quality of coal delivered hereunder shall be given by telephone and telecopy to PURCHASER the day following the loading of coal at origin.

3.04 Coal Specifications Deficiencies. For purposes of this Agreement, a "shipment" shall mean the quantity actually received in any unit train load or, in the event barge transportation is utilized, each barge loaded. If the coal delivered hereunder in any single shipment fails to meet any of the specifications set out in Section 3.01 other than sulfur content, PURCHASER shall have each of the following options to be exercised in its sole discretion:

(1) PURCHASER may notify SELLER that PURCHASER will accept such coal subject to and in accordance with the provisions set forth in this Agreement including Appendix A; provided, however, that PURCHASER'S exercise of this option shall in no way constitute a waiver of PURCHASER'S right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

(2) PURCHASER will have the option to reject any shipment which exceeds any of the minimum/maximum specifications listed in 3.01, and PURCHASER may notify SELLER to suspend further deliveries of coal hereunder until SELLER demonstrates to PURCHASER'S satisfaction that it can deliver coal that will conform on a per shipment basis to the specifications set forth in Section 3.01; provided, however, that PURCHASER'S exercise of this option shall in no way constitute a waiver of PURCHASER'S right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder. If SELLER fails to make the above demonstration within thirty (30) days after notice by PURCHASER, PURCHASER shall have the right to terminate or cancel this Agreement and, in addition, pursue every other remedy provided by law or equity.

3.05 Sulfur Content Warranty. SELLER warrants and represents that the average total sulfur content of each shipment shall not contain less than 1.50 LB nor more than 2.10 LB of sulfur dioxide per million Btu's heat input (the "calculated sulfur limit").

In the event SELLER delivers to PURCHASER any shipment of coal with a total sulfur content in excess of the calculated sulfur limits set forth above, the following shall apply:

(1) If PURCHASER is able to use such coal by blending directly with other coal from the active stockpile so that the blended coal shall not be less than 1.50 LB or exceed 2.10 LB of sulfur dioxide per million Btu's, PURCHASER may accept such coal and the price of the coal delivered in such shipment shall be reduced from the invoice price PURCHASER would otherwise have been required to pay for such coal under this Agreement by the amount of PURCHASER'S cost of blending such coal determined by the following adjustment:

Sulfur Adjustment = 10 percent (I)

Where:

I - Invoice price which would apply excluding the sulfur adjustment.

Such adjusted price shall become the price for purposes of applying any adjustments provided in Appendix A.

(2) If PURCHASER rejects any shipment under 3.04 or is unable to use such coal under any circumstances because the burning of such coal will cause PURCHASER'S buyer's generating unit or units to have emissions that exceed the range of 1.50 LB to 2.10 LB of sulfur dioxide per million Btu's of heat input, PURCHASER may reject such shipment without payment and SELLER shall be obligated to pay PURCHASER'S costs involved in transporting such coal from the point of SELLER'S delivery to the PURCHASER'S buyer's unit, the cost of disposing of such rejected shipment of coal and any other reasonable costs of disposition incurred, including PURCHASER'S railcar utilization costs and cost of transportation of such coal from PURCHASER'S buyer's unit to the point of disposition. If PURCHASER rejects a shipment from SELLER under the provisions of this paragraph, PURCHASER and SELLER shall meet promptly thereafter to see what reasonable steps may be taken on the part of both parties to allow this Agreement to continue. If PURCHASER and SELLER fail to reach agreement within thirty (30) days as to what steps can be taken to correct the situation, then PURCHASER shall have the right to terminate this agreement by giving notice of termination to SELLER and, in addition, pursue every other remedy provided by law or equity.

SELLER shall be permitted to have a representative present to observe tests conducted by PURCHASER'S buyer of burning in PURCHASER'S buyer's facilities and to

observe sampling, analyses and tests conducted to determine the content of flue gases resulting from the burning of such coal. PURCHASER shall also make available to SELLER at reasonable times the results of such tests and analyses, as well as charts and other information resulting from the monitoring of stack gas emissions.

4.01 Force Majeure. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, judicial rule or order adopted, amended or newly interpreted subsequent to the date of this Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, processing or loading of coal by SELLER or its affiliates or the receiving, transporting and/or delivering by PURCHASER'S carrier thereof or the accepting, utilizing and/or unloading thereof by PURCHASER or PURCHASER'S intended buyer, FPC.

In the event performance of SELLER'S or its affiliates' obligations hereunder or PURCHASER'S obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party

promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except at the sole discretion of the PURCHASER. In the event force majeure results in a partial reduction in the total quantity of coal SELLER is obligated to deliver hereunder, the quantity of coal SELLER shall be obligated to deliver to PURCHASER hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this section multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict FPC from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in FPC's sole judgment, result in unreasonable expense to FPC, the obligations of the parties hereto shall be totally excused during the continuance of such force majeure.

4.02 Waiver. The failure of either party to insist on strict performance of any provisions of this Agreement or to take advantage of any right hereunder shall not be

construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

4.03 Remedies Cumulative. Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided by law.

4.04 Cure of Default. Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default but in no event later than within thirty (30) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

4.05 Attorney's Fees. In the event either party should default under the terms hereof or fail to perform any of the terms and conditions of this Agreement and a party employs an attorney to protect its interest and obtains a judgment in court or through arbitration in its favor, then the cost of such reasonable attorney's fee shall be and will form a portion of such judgment and shall be included in such judgment.

4.06 Indemnification. SELLER shall indemnify, defend and hold PURCHASER harmless from and against any liability, claim, demand or damage incurred by or asserted against PURCHASER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of SELLER. PURCHASER shall indemnify, defend and hold SELLER harmless from and against any

liability, claim, demand or damage incurred by or asserted against SELLER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of PURCHASER. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party. Furthermore, neither party shall be responsible to the other party for incidental, special or consequential damages arising out of any breach of warranty or any default in the performance of any of its covenants or obligations hereunder.

4.07 IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COAL SUPPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.08 Notice of Problem. Whenever either party hereto encounters or discovers or reasonably anticipates any problem which could delay or prevent performance of this Agreement, such party shall immediately notify in writing the other party of all relevant circumstances and any remedial steps being taken.

5.01 Independent Contractor. The parties recognize and agree that SELLER is not an agent or employee of PURCHASER but is independent of any managerial or other control or direction by PURCHASER in its work hereunder and is free to perform, by such means and in such manner as SELLER may choose, all work in pursuance of commitments hereunder.

5.02 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns under Section 5.03 hereof. This Agreement shall not create any rights or remedies in any entity not a part hereto.

5.03 Assignments. Neither party may assign nor transfer this Agreement nor any rights nor obligations hereunder without the prior written consent of the other party hereto. In the event that there shall be a change of control of SELLER or any company which controls SELLER directly or indirectly (as the term control is defined in the Federal Securities Law), PURCHASER will have the right to terminate this Agreement.

5.04 Captions. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

5.05 Applicable Law and Venue. All questions relating to execution, construction, performance, termination or breach of this Agreement shall be resolved under the laws of the State of Florida without regard to the choice of law provisions thereof. In the event of any lawsuit filed hereunder, the parties hereto authorize venue in Pinellas County, Florida, and/or the federal court district encompassing said county.

5.06 Conflict of Interest Policy. PURCHASER has adopted a conflict of interest policy, applicable to all its full-time employees (hereafter "Employee"), and intended to ensure that all business activities of PURCHASER will be conducted in a manner so as to avoid any conflict of interest or appearance of a conflict.

SELLER agrees to conduct its activities in support of said conflict of interest policy, specifically as follows:

(a) SELLER shall promptly disclose to PURCHASER the existence of any material financial interest in SELLER held, at any time during the term of this Agreement, by any Employee or member of an Employee's immediate family. The holding of publicly traded securities in SELLER need not be disclosed unless the Employee is directly or indirectly involved in dealing with the SELLER.

(b) SELLER shall not accept on its own behalf the service or employment in any capacity (such as director, officer, employee, representative or consultant) of any Employee, unless such service or employment is specifically authorized by the President or Board of Directors of PURCHASER.

(c) SELLER shall not offer to any Employee or member of an Employee's immediate family any gifts of more than token value, special preference loans, lavish entertainment or other substantial favors.

Breach of this provision by SELLER shall constitute a material breach of this Agreement; and in the event thereof, PURCHASER shall have the right to terminate this Agreement and pursue any and all other remedies at law or equity.

5.07 Entire Agreement. This instrument contains the entire agreement between the parties and there are no representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that PURCHASER or SELLER from time to time in the administration of this Agreement may issue and transmit each to the other documents designated as "Purchase Orders" and "Change Orders;" these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

5.08 Confidentiality. Each party hereto recognizes that this Agreement contains confidential commercial information, the public disclosure of all or any part of which could be damaging to the parties hereto. Accordingly, each party hereto agrees not to disclose any of the terms or provisions of this Agreement to any person or persons not a part hereto, except for affiliated corporations or unincorporated divisions of the parties hereto, without the prior consent in writing thereto of the other party hereto, which consent shall not be unreasonably withheld, except to the extent such party is legally compelled to make such disclosure pursuant to applicable law or to the extent such disclosure is reasonably necessary in connection with any regulatory, administrative or other legal proceeding in which such party, or any such affiliated corporation or unincorporated division, is involved. When disclosure is made within the terms of the above mentioned exceptions, such disclosure shall be made only to the extent reasonably necessary. It is further understood and agreed that whenever any such information is disclosed by any party hereto in accordance with the above mentioned exceptions, such party will advise each person to whom disclosure is made of the confidential nature of the information disclosed and, except for routine regulatory reporting by PURCHASER, provide written notice of such disclosure, in advance thereof, if possible, to the other party to this Agreement.

5.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

WITNESS:

11-16-99

ELECTRIC FUELS CORPORATION

BY: _____

Vice President—Coal Procurement

Date Executed: May 28, 1999

WITNESS:

6/7/99

MASSEY COAL SALES COMPANY

BY: _____

President

Date Executed: 6/7/99

APPENDIX A

Adjustments for Calorific Value

Base price is based upon Subject Coal having weighted average calorific value of 12,875 Btu's per pound avoirdupois ("Pound"), "as received" at the point of weighing referred to in Section 2.01. The Base Price shall be subject to adjustment each month in accordance with the following provisions in order to compensate for variations in the calorific value of the Coal delivered during that month, with the result of such adjustment being taken into account in determining the price to be paid for the Coal received during that month:

1. The variation of any given month shall be ascertained by comparing the weighted average calorific value of the Coal delivered and accepted that month with the calorific value of 12,875 Btu's per Pound.

2. If the calorific value in any month is greater than or less than 12,875 Btu's per Pound, the adjustment to be made therefor shall be computed on the basis of the following formula:

   (Actual Btu's Per Pound - Guaranteed Btu's Per Pound) ÷ Guaranteed Btu's Per Pound X Base Price = Cents Per Ton (FOB Mine) (Premium if positive—penalty if negative.)

APPENDIX B

Railroad, Railcar and River Barge Demurrage/Detention Costs

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series, including supplements thereto and re-issues thereof.

2. Dead Freight: Actual railroad charges.

3. Crew Change: $1,635.00 per change, subject to periodic adjustment by the railroad.

B. EFC RAILCAR CHARGES:

1. Lost Utilization Charges: Sum of a. and b. below.

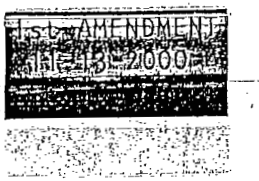
   a. Delay of Train = $30 per car per day of delay.

   b. Failure to Fully Load Cars = ((9,600 ÷ 90 x AC) - AW) x $2.50 = P$

      Where: AC = actual number railcars
      AW = actual weight of trains
      P$ = penalty in dollars

C. RIVER BARGE DEMURRAGE CHARGES:

One (1) day free time to load; currently $175/barge/day. This rate subject to change.


J.S.C. AMENDMENT
FEB 2000

First Amendment To the Agreement for the Sale and Purchase of Coal

THIS FIRST AMENDMENT (hereinafter "First Amendment"), effective as of the first day of January 2001, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and MASSEY COAL SALES COMPANY, INC., a Virginia corporation (hereinafter "Seller"), to the Agreement for the Sale and Purchase of Coal dated June 1, 1999, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the Agreement, Purchaser and Seller agree as follows:

Sections 1.03, 1.04, and 1.05 are deleted in their entirety and in substitution thereof the following is added:

1.03 Quantity. During the initial term hereof, the quantity of coal to be delivered hereunder shall be 1,050,000 tons. The quantity to be delivered during the renewal period shall be 720,000 tons.

1.04 Term. The initial term of this Agreement will commence on July 1, 1999, and will continue in effect for a period of eighteen (18) months. The renewal term of this Agreement will commence on January 1, 2001, and will continue in effect for a period of twelve (12) months.

1.05 Base Price. The base price per ton of coal, f.o.b. Seller's mine loading site, (hereinafter "base price") shall be [redacted] per ton, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto, during the initial term of this Agreement. Base price during the renewal term shall be [redacted] per ton, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto.

In addition to the above, the "Fines (minus ¼ inch)" specification in Section 3.01 is changed to "55% maximum".

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this First Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

By _____
Vice President—Coal Procurement

Date Executed 11-13-00

WITNESS:

MASSEY COAL SALES COMPANY, INC.

By _____

Date Executed 11-16-00

AMENDMENT #2
10-31-2001

SECOND AMENDMENT TO THE

AGREEMENT FOR THE SALE AND PURCHASE OF COAL

THIS SECOND AMENDMENT (hereinafter "Second Amendment") to the Agreement for the Sale and Purchase of Coal dated June 1, 1999, (hereinafter the "Agreement"), is entered into as of the 31ST day of October, 2001, with an effective date of April 1, 2002, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and MASSEY COAL SALES COMPANY, INC., a Virginia corporation (hereinafter "Seller").

WHEREAS, Purchaser and Seller acknowledge that the Agreement provides Purchaser an option to renew the Agreement upon the expiration as the initial term thereof. Purchaser exercised that option and the Agreement was renewed by First Amendment to the Agreement for the Sale and Purchase of Coal ("First Amendment"), effective January 1, 2001.

WHEREAS, notwithstanding the foregoing, Purchaser and Seller desire to extend and renew the Agreement under the same terms and conditions except as specifically amended herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the adequacy and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

Sections 1.03, 1.04, 1.05, 1.06, 2.05, 2.06 and Appendix A of the Agreement and First Amendment, as the case may be, are deleted in their entirety and in substitution thereof the following is added:

1.03 Quantity. The quantity to be delivered during the second renewal period shall be 900,000 tons. The quantity to be delivered during the third renewal period, if any, shall also be 900,000 tons.

1.04 Term. The second renewal term of this Agreement shall commence on April 1, 2002, and continue thereafter for a period of eighteen (18) months to and including September 30, 2003. The third renewal term of this Agreement, if any, shall commence on October 1, 2003, and continue thereafter for a period of eighteen (18) months to and including March 31, 2005.

1.05. Base Price. The base price per ton of coal, f.o.b. Seller's mine loading site (the "base price") shall be [redacted] per ton, adjusted monthly for Btu at [redacted] per 100 Btu/LB from 12,500 fractions pro rata during the second renewal term. The base price during the third renewal term shall be mutually agreed to by Purchaser and Seller by no later than September 1, 2003. If the parties fail to agree on a base price for the third renewal term, this Agreement shall terminate effective September 30, 2003.

1.06. Billing and Payment. Seller shall invoice Purchaser for each shipment for the coal delivered to Purchaser at the base price as shown in Section 1.05 above. Each invoice shall be paid by Purchaser within ten (10) days after receipt of the invoice.

2.05. Excess Loading Costs Chargeable to Seller. If Seller fails to satisfy the loading requirements of the applicable tariff and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or the applicable tariff, Seller shall pay Purchaser or railroad any resulting car detention penalties, demurrage, crew charges or charges for cars not timely loaded to marked capacity which Purchaser is required to pay under the applicable tariff. In addition, Seller shall pay Purchaser reasonable lost railcar utilization charges for failure to timely and fully load and/or time lost to unload overloaded railcars of Purchaser, provided such costs were not incurred due to the fault and/or negligence of the CSX railroad and/or Purchaser. Examples of these charges are listed in Appendix B. Notwithstanding the foregoing, Seller shall have no obligation to pay lost car utilization charges to purchaser for time lost on railcars that arrive earlier or later than the scheduled load date. Seller shall have no responsibility for the railroad's prompt movement of rail cars or purchaser's prompt unloading of railcars.

2.06. Excess Freight Costs Chargeable to Seller. If Seller fails to have available sufficient coal to satisfy the quality requirements of Section 3.01 on the regularly scheduled basis referred to in Section 2.02 and thereby fails to satisfy the tonnage requirements of the applicable contract or tariff (dead freight, volume incentive threshold, annual volume guarantee) and such failure is not excused pursuant to force majeure as provided in Section 4.01 hereof or not due to the fault or negligence of the CSX railroad and/or Purchaser of providing an adequate quantity of railcars suitable for loading at the scheduled loading date, Seller shall pay Purchaser any resulting freight charges which Purchaser is required by such contract or tariff to pay in excess of the amount of such charges that would have been payable with respect to the coal actually shipped had such tonnage requirements been met upon presentation by Purchaser of freight carrier documents verifying that Purchaser has incurred and paid these charges. In the event locomotives, caboose, and train crew are released by Seller without a unit train of loaded cars being released to the railroad due to inadequate coal supply, detention charges, which include charges for locomotives, if any, will cease at the time of notification of such release. When a train crew, caboose, and locomotives are again required by Seller for service, a charge of $1,635.00, as adjusted by the railroad, will be assessed by the railroad and paid by Seller and the detention and free time provisions will again be applicable upon the arrival of locomotives, caboose, and crew at the mine loading site.

Section 3.01 of the Agreement shall be amended as follows:

3.01. Coal Specifications. Coal delivered pursuant to this Second Amendment shall conform to the following quality specifications:

Specification	Requirements
Moisture	7.00% (maximum)
Ash	12.00% (maximum)
Sulfur (Total)	0.94% (minimum) 1.31% (maximum)
Volatile	33.0% (minimum)
AST	2600° (minimum)
Grindability	45 HGI (minimum)
Btu	12,500 Btu llb
Fines (minus ¼ inch)	55% (maximum)

In addition to the above, Appendix B to the Agreement shall be amended to the extent that the calculation provided in Section B(1)(b) for the failure to fully load cars therein shall be deleted and in its place inserted an amended Section B(1)(b) as follows: Failure to Fully Load Cars = (9,700 ÷ 90 x AC)-AW) x [redacted] Appendix B in all other respects shall remain in full force and effect.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this Second Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

By _____

Vice President Coal Procurement

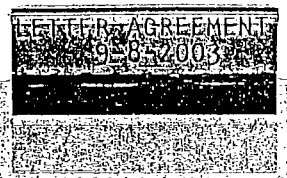
Date Executed October 31, 2001

WITNESS:

MASSEY COAL SALES COMPANY, INC.

By _____

Date Executed October 30, 2001


LETTER AGREEMENT
9-8-2003

ORIGINAL

Progress Energy

Id 10-13
KC: AWP
DHD
FHL
HJK
RFP
CAL
Vicky Hicks
ORIG TO CF

September 8, 2003

Mr. John R. Parker
Senior Vice President
Massey Coal Sales Company, Inc.
Four North Fourth Street
Richmond, Virginia 23219

Dear John:

In accordance with the *Second Amendment to the Agreement For The Sale and Purchase of Coal* dated June 1, 1999, between Electric Fuels Corporation (Purchaser) and Massey Coal Sales Company, Inc. (Seller), Progress Fuels Corporation (formerly Electric Fuels Corporation) agrees to a "third renewal term" under the following terms and conditions:

- Quantity 900,000 tons total or 50,000 tons per month.
- Term October 1, 2003 through March 31, 2005.
- Price [redacted] FOB Seller's mine loading site, adjusted monthly for BTU at [redacted] per 100 BTU/LB from 12500 fractions pro rata.

#0.36 AWP DHD

All other terms and conditions of the contract and all subsequent amendments will remain in effect. If you are in agreement with this memo, please sign one copy and return to me, retaining one copy for your files.

Best regards,

A. W. Pitcher
Vice President – Coal Procurement

AWP/ro

Agreed to and accepted this the 7th day of ~~September~~ October 2003.

Massey Coal Sales Company, Inc.

By: John R. Parker
Its: Senior Vice President

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

MASSEY COAL SALES COMPANY, INC
AGREEMENTS
COAL SALES - PENDMU 1 2001 #59170

COAL SALES AGREEMENT

BETWEEN

ELECTRIC FUELS CORPORATION

AND

MASSEY COAL SALES COMPANY, INC.
(Bandmill)

INDEX

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COAL SALES AGREEMENT

This COAL SALES AGREEMENT ("Agreement") is made and entered into as of the 30th day of October, 2001, with an effective date of March 1, 2002, between ELECTRIC FUELS CORPORATION, a Florida corporation, with an address at 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida, 33701 (hereinafter "Purchaser") and MASSEY COAL SALES COMPANY, INC., a Virginia corporation, with an address at P.O. Box 26765, Richmond, Virginia 23261-6755 (hereinafter "Seller").

WHEREAS, Purchaser desires to purchase a dependable supply of coal; and

WHEREAS, Seller or its affiliates engage in the commercial production of coal and own or control reserves or production which Seller will use to satisfy the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained herein, the adequacy and sufficiency of which are acknowledged, Seller agrees to sell and supply, and Purchaser agrees to purchase and pay for, coal of the quality and quantity herein stated during the term of this Agreement and under the terms and conditions hereinafter set forth.

1. Term. The "Initial Term" of this Agreement will commence on March 1, 2002, and will continue in effect for a period of eighteen (18) months thereafter to and including August 31, 2003. No later than thirty (30) days prior to the expiration of the Initial Term, Purchaser and Seller agree to negotiate in good faith for an extension of this Agreement for an additional term of eighteen (18) months ("Extended Term")

upon mutually agreeable terms and conditions. Unless otherwise extended as provided herein, this Agreement shall terminate at the end of the Initial Term. The failure to reach agreement with respect to the terms and conditions of any extension shall not be an arbitrable dispute hereunder.

2. Quantity. During the Initial (eighteen (18) month) Term hereof, Seller shall deliver 900,000 tons of coal. Coal deliveries made under this Agreement shall be in approximately equal monthly quantities in accordance with requests for shipment made from time to time by Purchaser.

3. Warranty and Dedication of Seller's Reserves. Seller represents and warrants that its affiliates identified in Section 7 as the source of coal hereunder own, lease or control mineral interests containing reserves in seams sufficient in quality and quantity to supply the coal covered by this Agreement ("Coal Property"). Seller hereby expressly dedicates to Purchaser sufficient mining capacity on or in the Coal Property so as to fulfill the quantity and quality specifications hereof.

4. Price.

(a) During the Initial Term of this Agreement, the price per ton for all coal sold, delivered and accepted hereunder, f.o.b. Seller's mine loading site ("Price"), shall be [redacted] per ton, adjusted monthly for the quality of coal in accordance with the provisions of Section 4(b) hereto. The Price during any Extended Term shall be negotiated as provided in Section 1 above.

(b) During the Initial Term of this Agreement, Seller shall receive a premium of [redacted] BTU for coal shipments with BTU levels above 12,100, fractions prorata, on

a monthly composite and pay a penalty of [redacted] BTU for coal shipments with BTU levels below 12,100, fractions prorata, on a monthly composite.

5. Billing and Payment. Seller shall invoice Purchaser for each shipment for the coal delivered to Purchaser at the Price as provided in Section 4 hereof. Each invoice shall be paid by Purchaser within ten (10) days of the date of Purchaser's receipt of the invoice. Adjustments under Section 4(b) shall be separately stated and, if not calculated in time for preparation of the invoice, may be stated as a retroactive adjustment on any invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany the invoice.

6. Weighing. The net weight of coal sold and delivered hereunder shall be determined by Seller's certified batch scales (if available) at the origin for unit train shipments or by railroads which haul the coal at the usual railroad company weighing point for non-unit train shipments or by certified belt scales at the barge loading point or by barge survey if rail weights or certified scales are not available. However, for unit train shipments, if the origin scales are inoperable or are not certified, Purchaser may request weighing by the carrying railroad over certified scales or may use the average of the net weights of the five (5) prior unit trains, or at Purchaser's option, weight may be determined by certified scale or draft survey at loading or discharge point.

7. Delivery, Title and Shipment.

(a) All coal to be supplied under this Agreement shall be sourced from mines operated by Bandmill Coal Company or other of Seller's affiliates as mutually agreed to between the parties as alternate sources. Delivery shall commence on or about

March 1, 2002. Delivery will be at Purchaser's option as provided in Section 7(c), in railcars f.o.b. and will be so scheduled as to permit loading in unit train lots in accordance with the terms of the applicable tariff or contract (as defined hereinafter).

(b) Title to the coal and risk of loss thereof shall transfer to Purchaser at the time the trains are completely loaded and have been released by Seller.

(c) It is presently contemplated that coal sold hereunder will be shipped by rail from unit train loading facilities at Hutchinson, WV (CSX #82733) to destinations specified by Purchaser.

Seller or its affiliates will provide off-mainline rail trackage sufficient for efficient and dependable loading of unit trains at or near the mine or at another location to be determined by, and within the sole discretion of, the Seller. Seller or its affiliates will be prepared to operate such loading facilities twenty-four (24) hours per day, seven (7) days per week, if and as needed. In the event rail shipment is to be made directly to a particular power plant or other end user destination as provided by Purchaser, Seller or its affiliates will be prepared to load unit trains comprised of approximately ninety (90) one hundred ten (110) ton Purchaser-supplied coal hopper cars within four (4) hours of their arrival (minimum weight 9,700 tons per 90-car unit train) at such loading facilities or in accordance with the applicable tariff or contract for shipments hereunder. In the event Purchaser elects to ship coal hereunder through one of the inland river docks, Seller or its affiliates will be prepared to load unit trains comprised of no less than seventy-five (75) one hundred (100) ton cars (minimum weight 7,500 tons per unit train) within the time span allowed by the applicable tariff or contract.

Shipment of coal under this Agreement shall be made in accordance with the tariff or contract which Purchaser shall ultimately negotiate with the railroad or other transportation companies for this origin (herein called the "applicable tariff") provided, however, the applicable tariff is reasonable, customary and no more restrictive than the current tariff or agreements in place with the railroad. If the applicable tariff or contract is amended, supplemented or replaced, subsequent shipments of coal shall be made by Seller or its affiliates in accordance with the terms of the applicable tariff or contract as amended, supplemented or replaced.

8. Freight Charges.

(a) Subject to reimbursement provided by Sections 8(b) and 8(c), Purchaser shall pay all freight and other charges imposed by the applicable tariff.

(b) Excess Loading Costs Chargeable to Seller. If Seller fails to satisfy the loading requirements of the applicable tariff and such failure is not excused pursuant to force majeure as provided in Section 13 hereof or the applicable tariff, Seller shall pay Purchaser or railroad any resulting car detention penalties, demurrage, crew charges or charges for cars not timely loaded to marked capacity which Purchaser is required to pay under the applicable tariff. In addition, Seller shall pay Purchaser reasonable lost railcar utilization charges for failure to timely and fully load and/or time lost to unload overloaded railcars of Purchaser, as listed in Appendix A, provided such costs were not incurred due to the fault and/or negligence of the CSX railroad and/or Purchaser. Notwithstanding the foregoing, Seller shall have no obligation to pay lost car utilization charges to purchaser for time lost on railcars that arrive earlier or later

than the scheduled load date. Seller shall have no responsibility for the railroad's prompt movement of rail cars or purchaser's prompt unloading of railcars.

(c) Excess Freight Costs Chargeable to Seller. If Seller fails to have available sufficient coal to satisfy the quality requirements of Section 10 on the regularly scheduled basis referred to in Section 7(c) and thereby fails to satisfy the tonnage requirements of the applicable contract or tariff (dead freight, volume incentive threshold, annual volume guarantee) and such failure is not excused pursuant to force majeure as provided in Section 13 hereof or not due to the fault or negligence of the CSX railroad and/or Purchaser of providing an adequate quantity of railcars suitable for loading at the scheduled loading date, Seller shall pay Purchaser any resulting freight charges which Purchaser is required by such contract or tariff to pay in excess of the amount of such charges that would have been payable with respect to the coal actually shipped had such tonnage requirements been met upon presentation by Purchaser of freight carrier documents verifying that Purchaser has incurred and paid these charges. In the event locomotives, caboose, and train crew are released by Seller without a unit train of loaded cars being released to the railroad due to inadequate coal supply, detention charges, which include charges for locomotives, if any, will cease at the time of notification of such release. When a train crew, caboose, and locomotives are again required by Seller for service, a charge of $1,635.00, as adjusted by the railroad, will be assessed by the railroad and paid by Seller and the detention and free time provisions will again be applicable upon the arrival of locomotives, caboose, and crew at the mine loading site.

(d) Payment of Excess Costs to Purchaser. Any payments required by Sections 8(b) and 8(c) above shall be promptly paid on receipt by Seller of a written statement from Purchaser itemizing such charges and showing facts necessary to permit Seller to verify such charges. At either party's election, such charges may be credited against amounts then owed by Purchaser to Seller hereunder.

9. Freeze Proofing and Dust Suppression. When required by the river transfer terminal or rail carrier, or applicable law, a Purchaser approved freeze proofing material and/or dust suppressant will be applied and Purchaser shall reimburse Seller at Seller's cost therefor.

10. Quality. Seller represents and warrants that coal delivered hereunder shall conform to the following quality specifications:

SPECIFICATIONS	REQUIREMENTS	PER SHIPMENT REJECT
Moisture (maximum)	8.00% (monthly composite)	10.00%
Ash (maximum)	13.00% (monthly composite)	14.50%
Fines (minus ¼ inch)	50%	55%
Sulfur (maximum)	1.20lb S02/mm BTU (per shipment basis)	1.20lbs S02/mm BTU
BTU (minimum)	12,100 (monthly composite)	11,800*
Volatile (minimum)	31.00% (monthly composite)	29.00%
AST	2500°	2450°
Grindability (minimum)	42 HGI	39 HGI*
*PCI index, (Btu ÷ 1000) x HGI, not to be less than 490.		

Coal delivered by Seller hereunder shall be free from extraneous material such as excess rock or other foreign material (e.g. slurry pond material, washer tailings, gob piles, mine refuse, petroleum coke, oxidized coal, bottles, brattice cloth, cable insulation, wood, rocks, or blends of such extraneous materials) and shall not, without the prior written consent of Purchaser, contain synthetic fuel.

11. Sampling and Analysis. For all coal delivered under this Agreement, Purchaser shall appoint a mutually agreeable third party commercial laboratory (the "Lab") to collect and analyze a representative sample of each shipment in accordance with ASTM standards in all material respects. Sampling shall be performed at loading, unless mechanical sampling is unavailable whereupon sampling shall be performed at a facility mutually agreed to by the parties. Purchaser shall pay the cost of such sampling and analysis and use its best efforts to provide analysis results no later than 24 hours after sampling.

The Lab shall divide the sample into four (4) splits. The first split will be analyzed by the Lab for moisture, ash, sulfur, BTU's and volatile and shall be called the "Laboratory Sample." The results of the Laboratory Sample shall be sent to Seller and Purchaser. The first split analysis shall be the governing analysis. The second split shall be maintained for a period of thirty (30) days and shall be the "Referee Split." The third split shall be for Seller's disposition. The fourth split shall be for Purchaser's disposition. The results of the sampling and analysis by the Lab shall be accepted as the quality and characteristics of the coal delivered hereunder in the trainloads represented by such samples, and the same shall be accepted as the monthly analysis for the trainloads delivered during such month; provided, however, that if either party should at any time question the correctness of the original analysis made on the Laboratory Sample, it shall have the right to have the Referee Split analyzed by a testing laboratory mutually selected by Seller and Purchaser ("Referee Lab"). Said laboratory shall use methods in accordance with ASTM standards or

other mutually accepted procedures, and mutually agreeable standard reference materials.

The analysis of the Referee Split as determined by the Referee Lab shall be accepted as being representative for the lot of coal under consideration. The party questioning the correctness of the original analysis shall pay the cost of such analyses by the Referee Lab, and the price of coal represented by such samples shall immediately be adjusted in accordance with the provisions of this Agreement, and any amounts due either Purchaser or Seller shall be paid in accordance with Section 5 hereof.

12. Coal Specifications Deficiencies. For purposes of this Agreement, a "shipment" shall mean the quantity actually received in any unit trainload. If the coal delivered hereunder in any single shipment fails to meet any of the specifications set out in Section 10, Purchaser shall have each of the following options to be exercised in its sole discretion:

(a) Purchaser may notify Seller that Purchaser will accept such coal subject to and in accordance with the provisions set forth in this Agreement including the premium/penalty provisions identified in Section 4(b); provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

(b) Purchaser will have the option by written notification to Seller to reject any shipment which exceeds any of the minimum/maximum reject specifications listed in Section 10, such written notice to be provided to Seller within 24 hours after

delivery, and Purchaser may so notify Seller to suspend further deliveries of coal hereunder until Seller demonstrates that its coal will conform to the specifications set forth in Section 10; provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder. Seller shall make the above demonstration as soon as practicable but in no event later than thirty (30) days after written notice by Purchaser. Failure to make such demonstration shall give Purchaser the right to terminate this Agreement and pursue all other remedies provided by law or equity.

13. Force Majeure. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including, without limitation, courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including, without limitation, emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption of transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, judicial rule or order adopted, amended or newly interpreted subsequent to the date of execution of this Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the

mining, hauling, processing or loading of coal by Seller or its affiliates or the receiving, transporting and/or delivering by Purchaser's carrier thereof or the accepting, utilizing and/or unloading thereof by Purchaser or Purchaser's affiliated generating stations.

In the event performance of Seller's or its affiliates' obligations hereunder or Purchaser's obligations hereunder are made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its commercially reasonable efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except by agreement between Seller and Purchaser. In the event force majeure results in a partial reduction in the total quantity of coal Seller is obligated to deliver hereunder, the quantity of coal Seller shall be obligated to deliver to Purchaser hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this section multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the Initial Term or any Extended Term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict Florida Power Corporation ("FPC") from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in FPC's sole judgment, result in unreasonable expense to FPC, the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance.

In the event that restrictions are imposed during the Initial Term or any Extended Term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict Bandmill Coal Company or any alternate source, as herein defined, from mining coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in Bandmill Coal Company's, or any alternate source's, judgment, result in unreasonable expense to Bandmill Coal Company or any alternate source, the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance .

14. Arbitration. All disputes under this Agreement shall be referred to arbitration; provided, however, that with respect to provisions contemplating mutual agreement of the parties, failure to so agree shall not be deemed disputes subject to arbitration. Any such questions shall be submitted to arbitration before the Arbitrators, chosen as provided below, upon written notice of one party to the other (the "Notice").

Except as otherwise provided herein, any such arbitration shall be conducted in accordance with the rules for commercial arbitration of the American Arbitration Association.

(a) Within the first fifteen (15) days following the receipt of Notice, the parties shall each choose an arbitrator and notify the other party of the identify and address of the arbitrator chosen. The two arbitrators thus chosen will then, within ten (10) days, choose a third arbitrator. If the two arbitrators shall fail to designate a third arbitrator, the parties will request the presiding judge of the District Court of the United States for the Eastern District of Virginia, acting in his private and nonjudicial capacity, to designate such third arbitrator. In the event that either party fails to choose an arbitrator and so notify the other party within the time permitted, the other party (if notice of its choice has been timely given) may request the judge referred to above to designate such arbitrator. The arbitrators chosen in accordance with this subsection are herein referred to as the "Arbitrators."

(b) The Arbitrators, when duly selected, shall investigate the facts, hold hearings, and permit the parties to present evidence and arguments, and shall require each of the parties, at the end of such evidence simultaneously, to deliver to such Arbitrators a written statement of the exact award that such party requests that the Arbitrators render. All such hearings shall be held in Richmond, Virginia. The Arbitrators shall adopt, as their decision, the exact award requested by one of the parties, in either case, without modification, within ten (10) days after the date upon which the statement of the requested awards are to be submitted. The decision of the Arbitrators shall be final and binding on the parties hereto. Judgment upon the award

rendered in such arbitration may be entered by any court having jurisdiction thereof. If the Arbitrators shall fail to render a decision within said period of ten (10) days, then either party shall have the right to institute such action or proceeding in such court as shall be appropriate under the circumstances. The party whose position is not chosen shall bear the entire costs of such arbitration, exclusive of the legal fees, if any, of the other party.

15. Waiver. The failure of either party to insist on strict performance of any provision of this Agreement or to take advantage of any right hereunder shall not be construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

16. Remedies Cumulative. Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided by law.

17. Cure of Default. Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default within thirty (30) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

18. Indemnification. Seller shall indemnify, defend and hold Purchaser harmless from and against any liability, claim, demand or damage incurred by or asserted against Purchaser for (a) Seller's breach of this Agreement, or (b) loss of life, personal injury or property damage caused by or resulting from any act or omission,

whether negligent or otherwise, of Seller relating to its performance under this Agreement. Purchaser shall indemnify, defend and hold Seller harmless from and against any liability, claim, demand or damage incurred by or asserted against Seller for (a) Purchaser's breach of this Agreement, or (b) loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of Purchaser relating to its performance under this agreement. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party. Furthermore, neither party shall be responsible to the other party for incidental, special or consequential damages arising out of any breach of warranty or any default in the performance of any of its covenants or obligations hereunder.

19. IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COAL SUPPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. Notices. All notices required to be given under this Agreement, unless otherwise specified, shall be made in writing by certified United States mail (postage prepaid), national overnight courier service, hand delivery or confirmed facsimile transmission as follows:

If to Seller: Massey Coal Sales Company, Inc.
P.O. Box 26765
Richmond, Virginia 23261-6765
Attention: President, Massey Utility Sales Company
Fax: (804) 788-1811

With a copy to: Massey Energy Company
P.O. Box 26765
Richmond, Virginia 23261-6765
Attention: General Counsel
Fax: (804) 788-1804

If to Purchaser: Electric Fuels Corporation
One Progress Plaza
200 Central Avenue
St. Petersburg, Florida 33701
Attention: Dennis Edwards
Fax: (727) 824-6601

or at such other address as either party from time to time may designate in writing to the other.

21. Independent Contractor. The parties recognize and agree that Seller is not an agent or employee of Purchaser but is independent of any managerial or other control or direction by Purchaser in its work hereunder and is free to perform, by such means and in such manner as Seller may choose, all work in pursuit of commitments hereunder.

22. Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. This Agreement shall not create any rights or remedies in any entity not a party hereto.

23. Assignments. Neither party may assign nor transfer this Agreement nor any rights or obligations hereunder without the prior written consent of the other party hereto, which written consent shall not be unreasonably withheld. Either party may, however, without such written consent, assign all or a portion of its rights and obligations hereunder to a wholly owned subsidiary or affiliate or to a company having common ownership or control or to a purchaser of all or substantially all of the assets of the selling party, provided the assigning or selling party guarantees the

performance of all of the obligations under this Agreement by such assignee or purchaser.

24. Captions. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

25. Applicable Law and Venue. All questions relating to execution, construction, performance, termination or breach of this Agreement shall be resolved under the laws of the State of Florida without regard to the choice of law provisions thereof.

26. Conflict of Interest Policy. Purchaser has adopted a conflict of interest policy, applicable to all its full-time employees (hereafter "Employee"), and intended to ensure that all business activities of Purchaser will be conducted in a manner so as to avoid any conflict of interest or appearance of a conflict.

Seller agrees to conduct its activities in support of said conflict of interest policy, specifically as follows:

(a) Seller shall promptly disclose to Purchaser its knowledge, if any, of the existence of any material financial interest in Seller held, at any time during the term of this Agreement, by any Employee or member of an Employee's immediate family. The holding of publicly traded securities in Seller need not be disclosed unless the Employee is directly or indirectly involved in dealing with the Seller.

(b) Seller shall not accept on its own behalf the service or employment in any capacity (such as director, officer, employee, representative or consultant) of any Employee, unless such service or employment is specifically authorized by the President or Board of Directors of Purchaser.

(c) Seller shall not offer to any Employee or member of an Employee's immediate family any gifts of more than token value, special preference loans, lavish entertainment or other substantial favors.

Breach of this provision by Seller shall constitute a material breach of this Agreement; and in the event thereof, Purchaser shall have the right to terminate this Agreement and pursue any and all other remedies at law or equity.

27. Entire Agreement. This instrument contains the entire agreement between the parties and there are no representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that Purchaser or Seller from time to time in the administration of this Agreement may issue and transmit each to the other documents designated as "Purchase Orders" and "Change Orders;" these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

28. Confidentiality. Each party hereto recognizes that this Agreement contains confidential commercial information, the public disclosure of all or any part of which could be damaging to the parties hereto. Accordingly, each party hereto agrees not to disclose any of the terms or provisions of this Agreement to any person or persons not a party hereto, except for affiliated corporations or unincorporated divisions of the parties hereto, without the prior written consent thereto of the other party hereto, which consent shall not be unreasonably withheld, except to the extent such party is legally compelled to make such disclosure pursuant to applicable law or to the extent such disclosure is reasonably necessary in connection with any

regulatory, administrative or other legal proceeding in which such party, or any such affiliated corporation or unincorporated division, is involved. When disclosure is made within the terms of the above mentioned exceptions, such disclosure shall be made only to the extent reasonably necessary. It is further understood and agreed that whenever any such information is disclosed by any party hereto in accordance with the above mentioned exceptions, such party will advise each person to whom disclosure is made of the confidential nature of the information disclosed and, except for routine regulatory reporting by Purchaser, provide written notice of such disclosure, in advance thereof, if possible, to the other party to this Agreement.

29. No Inference. This Agreement is a product of negotiation and no inference shall be drawn in favor of or against either party because of participation in the drafting of this Agreement.

30. Headings. Section headings or titles used in this Agreement are for convenience or reference only and shall not affect the construction of any article herein.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

ELECTRIC FUELS CORPORATION

By: Dennis M. Edwards

Its: Vice President CSX/Bay Coal

MASSEY COAL SALES COMPANY, INC.

By: John A. Luken

Its: Senior Vice President

October 30, 2001

APPENDIX A

Railroad and Railcar Charges

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series, including supplements thereto and re-issues thereof.

2. Dead Freight: Actual railroad charges.

3. Crew Change: $1,635.00 per change, subject to periodic adjustment by the railroad.

B. PRIVATE RAILCAR CHARGES:

1. Lost Utilization Charges: Sum of a. and b. below.

   a. Delay of Train = $25 per car per day of delay.

   b. Failure to Fully Load Cars = ((9,700 ÷ 90 x AC) - AW) x $2.50 = P$

      Where: AC = actual number railcars
      AW = actual weight of train
      P$ = penalty in dollars

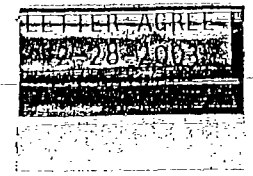

LETTER AGREE
5-28-2015

Exhibit No. 1

Progress Energy

February 28, 2003

Via Facsimile No. 804/788-1811
and Overnight Courier

Mr. John R. Parker
Senior Vice President
Massey Coal Sales Company, Inc.
Four North Fourth Street
Richmond, Virginia 23219

Dear John:

This letter is the result of our recent discussions regarding the quality and quantity of product being shipped on the Coal Sales Agreement with an effective date of May 1, 2002 between our companies.

An approximate 3,500 tons of Marfork product was rejected because of size, sulfur, and volatile. Per our discussions, Progress Fuels Corporation (PFC) will allow the utilization of this product providing it is blended, on a barge-by-barge basis, with approximately 70% coarse strip coal.

In Section 3, Warranty and Dedication of Seller's Reserves, Massey Coal Sales Company, Inc. (Massey) represented and warranted that Elk Run Coal Company and Black Castle Mining Company had sufficient reserves of the quality and quantity required to fulfill this contract. Expressly implied in this section is that Massey would have available to ship, each and every month, approximately 50,000 tons per month of the quality required.

Beginning March 1, 2003, to the extent Massey is unable to ship, from the operations specified in the contract, Progress will purchase any shortfall in the open market. To the extent that we must pay greater than a price equivalent to [redacted] FOB mine, the difference will be billed to Massey.

Please acknowledge receipt of the foregoing by signing and returning the attached copy of this letter to me for our files.

Sincerely,

PROGRESS FUELS CORPORATION

A. W. Pitcher
Vice President – Coal Procurement

AWP/tlr
cc: Mrs. D. M. Davis
Mr. F. M. Lelak
Mr. Roy F. Potter

The undersigned acknowledges receipt of the foregoing
this 10th day of March 2003
MASSEY COAL SALES COMPANY, INC.
BY: John R. Parker
ITS: Senior Vice President

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Eyes Dr

Progress Energy

February 28, 2003

Via Facsimile No. 804/788-1811
and Overnight Courier

Mr. John R. Parker
Senior Vice President
Massey Coal Sales Company, Inc.
Four North Fourth Street
Richmond, Virginia 23219

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Please acknowledge receipt of the foregoing by signing and returning the attached copy of this letter to me for our files.

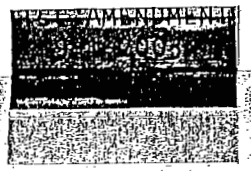
Sincerely,

PROGRESS FUELS CORPORATION

A. W. Pitcher
Vice President – Coal Procurement

AWP/tlr
cc: Mrs. D. M. Davis
Mr. F. M. Lelak
Mr. Roy F. Potter

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701



Eff Doc

Progress Energy

September 16, 2003

Mr. John R. Parker
Senior Vice President
Massey Coal Sales Company, Inc.
Four North Fourth Street
Richmond, Virginia 23219

RE: FIRST AMENDMENT TO THE COAL SALES AGREEMENT BETWEEN PROGRESS FUELS CORPORATION (FORMERLY ELECTRIC FUELS CORPORATION) AND MASSEY COAL SALES COMPANY, INC.

Dear John:

Enclosed are two (2) originals of subject Amendment, which have been signed on behalf of Progress Fuels Corporation. Please have the appropriate individual sign both originals on behalf of Massey Coal Sales Company, Inc. and return one fully executed original to my attention.

Your assistance in reaching this agreement is appreciated, and Progress Fuels looks forward to continuing its business relationship with Massey Coal during the extension of this agreement.

Best regards,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

Enclosures

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Entered Doc

FIRST AMENDMENT TO THE COAL SALES AGREEMENT BETWEEN ELECTRIC FUELS CORPORATION AND MASSEY COAL SALES COMPANY, INC. DATED OCTOBER 30, 2001

THIS FIRST AMENDMENT (hereinafter "First Amendment"), effective as of the first day of September 2003, by and between PROGRESS FUELS CORPORATION (formerly ELECTRIC FUELS CORPORATION), a Florida corporation (hereinafter "Purchaser"); and MASSEY COAL SALES COMPANY, INC., a Virginia corporation (hereinafter "Seller"), to the Coal Sales Agreement dated October 30, 2001, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to extend the Agreement for an additional term of sixteen (16) months;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from extending the Agreement, Purchaser and Seller agree as follows:

Sections 1, 2, and 4 are deleted in their entirety and in substitution thereof the following is added:

1. Term. The extended term of the Agreement shall commence on September 1, 2003, and will continue in effect through December 31, 2004.

2. Quantity. During the extended term hereof, the quantity of coal to be delivered hereunder shall be 320,000 total tons or 20,000 tons per month.

$0.35 QRP

$0.35 QRP

4 Base Price. During the extended term hereof, the base price per ton of coal, f.o.b. railcar CSX Kanawha District (hereinafter "base price") shall be [redacted] per ton. Additionally, Seller shall receive a per ton premium [redacted] per 100 Btu for coal shipments with Btu levels above 12,000, fractions pro rata, on a monthly composite and pay a per ton penalty of twenty-seven cents ~~($.27)~~ per 100 Btu for coal shipments with Btu levels below 12,000, fractions pro rata, on a monthly composite.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this First Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

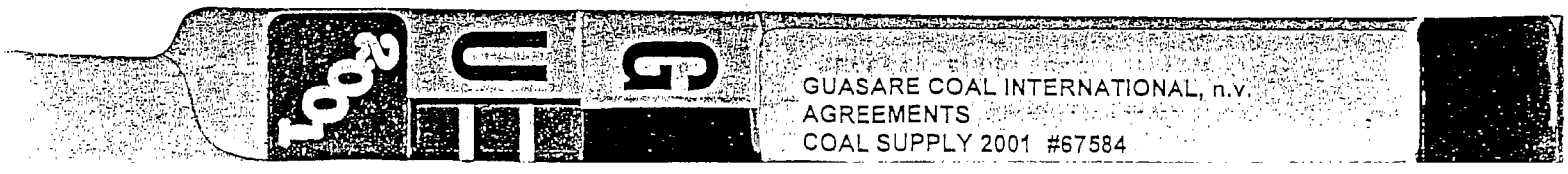
PROGRESS FUELS CORPORATION
(FORMERLY ~~ELECTRIC FUELS CORPORATION~~)

By _____
Vice President—Coal Procurement
Date Executed 9/16/03

WITNESS:

MASSEY COAL SALES COMPANY, INC.

By _____
Senior Vice President


GUASARE COAL INTERNATIONAL, n.v.
AGREEMENTS
COAL SUPPLY 2001 #67584

Exec Dir

Guasare Coal America, Inc.
5016 Dorsey Hall Drive
Suite 202
Ellicott City, MD 21042
USA

RECEIVED
AUG 2 1 2001
BY:_____

GCA

Tel (410) 730-6800
Fax (410) 997-6842
email: iacbalt@ix.netcom.com

August 20, 2001

Mr. Dennis G. Edwards,
Vice President
Electric Fuels Corporation
One Progress Plaza
St. Petersburg, Florida 33733

Re: GCI/EFC 2002 Coal Supply Agreement

Dear Dennis,

Please find enclosed a fully executed Original of the 2002 Coal Supply Agreement.

I am not sure how to interpret the green initials and signatures.

Best regards,

Marcel L.J. van den Berg
President

Exec Doc

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

August 7, 2001

Sent Via Federal Express

Mr. Marcel L.J. van den Berg
President
Guasare Coal America, Inc.
5016 Dorsey Hall Drive, Suite 202
Ellicott City, Maryland 21042

Dear Mr. van den Berg: Marcel

In accordance with your letter of August 6, I am returning two originals of the *Coal Supply Agreement* between Guasare Coal International, n.v. and Electric Fuels Corporation, which have been executed on behalf of Electric Fuels Corporation.

Once the appropriate official of Guasare Coal International, n.v., has signed this document please return one fully executed original to me for our files.

Regards,

Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

DGE/ro

Enclosures

Guasare Coal America, Inc.
5016 Dorsey Hall Drive
Suite 202
Ellicott City, MD 21042
USA

RECEIVED
AUG 0 7 2001
BY:

GCA

Tel (410) 730-6800
Fax (410) 997-6842
email: iacbalt@ix.netcom.com

RE: Pls 1) xc one copy for me.
2) draft cover letter to return 2 originals to Marcel.
TY
8/7

August 6, 2001

Mr. Dennis G. Edwards,
Vice President
Electric Fuels Corporation
One Progress Plaza
St. Petersburg, Florida 33733

Re: GCI/EFC 2002 Coal Supply Agreement

Dear Dennis,

Please find enclosed 2 Original Coal Supply Agreements for execution by EFC.

Please return both signed originals. Upon signature by GCI, London we will return a fully executed original for your files.

Kind Regards,

Marcel L.J. van den Berg
President

COAL SUPPLY AGREEMENT

Between,

SELLER: GUASARE COAL INTERNATIONAL, n.v.- Boliviastraat – Oranjestad, Aruba, as marketer of coal produced by Carbones del Guasare S.A. hereafter called the Seller (with Guasare Coal America, Inc. (GCA) as Seller's Agent).

And

BUYER: ELECTRIC FUELS CORPORATION, St. Petersburg, Florida, U.S.A. hereafter called the Buyer.

IT HAS BEEN AGREED AS FOLLOWS:

This Coal Supply Agreement (the "Agreement") is made this 15th day of June 2001, and contains the terms and conditions under which Seller agrees to sell coal to Buyer and Buyer agrees to purchase coal from Seller.

1. TERM OF THE CONTRACT
   This Agreement shall be effective from 1st January, 2002 and shall terminate on 31st December, 2002. The period from the effective date to the termination date shall be referred to herein as the "Contract Period".

2. SOURCE OF COAL
   The coal shall be produced by Carbones del Guasare, S.A. ("CdG") from the mine Paso Diablo located near Maracaibo, State Of Zulia, Venezuela.

3. QUANTITY
   Seller shall sell and deliver to Buyer and Buyer shall purchase and accept from Seller six (6) firm cargos of 40,000-50,000 metric tonnes in Seller's option, to load evenly spread during the contract period.

   Each cargo shall be +/- 10% in Seller's option.

4. DELIVERY AND RISK OF LOSS

Seller shall deliver all coal DES (Incoterms 2000, except as modified by this agreement), from Seller's self-discharge vessel to Buyer's barges or hopper if at Seller's sole discretion a belted vessel is provided, at the International Marine Terminal (IMT) anchorage, near New Orleans, Louisiana, U.S.A. Title and risk of loss for the coal shall pass to Buyer upon delivery when coal passes Seller's vessel's rail into Buyer's barges at discharge port.

5. SCHEDULING

Vessels shall be nominated every other month and each loading laycan shall be mutually agreed at the latest 30 working days prior to the first day of the laycan.

6. SHIPMENTS

a. Arriving vessels can tender NOR anytime day/night WIBON (Whether In Berth or Not), WIPON (Whether In Port or Not), WIFPON (Whether In Free Practice or Not), WCCON (Whether In Custom Clearance or Not), provided that the vessel is in all respects ready upon commencement of discharge. Time to count 12 hours after NOR is accepted unless sooner commenced.

b. Seller warrants that vessel is able to achieve a minimum self-discharging rate of 10,000 Mt/day pro rata, SHINC (Sunday, Holiday included). Buyer will place alongside Seller's vessel empty river barges at a minimum rate of 10,000 Mt/day pro rata, at such rate that the vessel can achieve its minimum discharge rate. If Vessel fails to achieve the minimum required discharge rate, Seller will pay to Buyer barge detention at a rate of USD 7,000/day pro rata. If vessel is unable to discharge at minimum rate due to non-availability of the discharge anchorage/berth or due to Buyer's failure to supply sufficient barges, Buyer will pay Seller vessel demurrage as per the governing Charter Party.

c. For self-discharge, demurrage shall be paid at a rate as per the governing Charter Party per running day on a pro rata basis and there shall be no despatch. Seller to send the demurrage rate in writing to Buyer with each vessel nomination.

d. At discharge Seller will appoint a local Ship-agent, Satisfactory to Buyer, to advice receiving terminal of ETA, etc.

e. Where not in contradiction to the terms specified in this agreement or CdG's Shipping Regulations, the terms of the Americanised Welsh Coal Charter Party (1953 amended 1979) shall apply.

7. Besides FSTS Bulk Wayuu, Seller shall have the option of loading at any other Port in Venezuela, subject to mutual agreement.

8. TAXES AND DUES
Custom Duty, taxes, Fees and other cost related to the import of this coal, shall be for the account of Buyer. Seller or Seller's Agent will arrange to clear the cargo with US Customs. Buyer will reimburse Seller for such costs as per Custom Broker Statement.

9. WEIGHT OF SHIPMENT
The weight of the shipment shown on the B/L shall be determined by draught survey at load-port. The weight of the loaded coal shall be established by surveys of the vessel's draught and utilizing vessel immersion scale weights, to the nearest tonne by a licensed Marine Surveyor chosen by the Seller and satisfactory to Buyer. The certificate of weight produced at load port shall be conclusive. Weighing at load-port shall be for the Seller's account.

10. COAL QUALITY
The quality characteristics of the shipment of coal shall typically comply with the proximate analysis shown in **Appendix 1** – Indicative Specifications for Paso Diablo Premium grade coal on an "as received" basis.

11. REJECTION
Buyer may, but is not obligated to, reject any coal cargoes which composite analysis fails to conform max 1.2 lb/MM BTU of Sulphur Dioxide and/or the Gross Calorific value (as received) is below 12,400 BTU/LB as determined at loadport by an independent commercial laboratory as per clause 12.
Seller shall notify Buyer be telefax as promptly as possible that the results of the analysis of Part #1 as per clause 12 do not comply with maximum 1.2 lb/MM BTU of Sulpher Dioxide and/or the Gross Calorific value (as received) is below 12,400 BTU/LB. In such an event and within two (2) working days from the date of Seller's notification, the parties shall seek to solve such problem in good faith. In the event the parties do not reach an agreement, Seller shall retain title of the coal for alternate disposition at Seller's expense.

12. SAMPLING AND ANALYSIS

a. In the case of loading at the Bulk Wayuu, an independent testing company appointed by Seller and approved by Buyer shall take representative samples of the coal by automatic samplers on board of the FSTS "Bulk Wayuu" in accordance with ASTM standards during the process of loading the vessel. Sampling shall be tested and demonstrated to be free of bias prior to first cargo loading. In the event samples are not demonstrated to be free of bias, discharge port analysis shall be averaged with loadport results for payment.

b. Each composite sample shall be divided into three equal parts which shall be placed in a suitable airtight container, properly labeled and sealed as soon as possible after division and protected against any change in coal characteristics.

Part # 1 shall be retained and analysed in accordance with ASTM standards by Seller's independent commercial analysis laboratory and the results of such analyses shall be used for the governing purposes of this Agreement. The cost of these analyses shall be for the Seller's account.

Part # 2 shall be held as an umpire sample and shall be analysed by a mutually acceptable commercial testing laboratory in the U.S.A. only if Buyer disputes the quality of the coal, as determined by Seller's laboratory for Part # 1, within thirty (30) days of the date set forth on the Seller's analyses. The parties shall equally share the costs of these analyses. The results of such commercial laboratory's analyses of part # 2 shall be accepted as determinative of the quality and characteristics of such coal.

Part # 3 shall be retained by Seller's independent commercial laboratory, and shall be made available to Buyer upon request.

c. Buyer's representative may be present at any and all times, at Buyer's sole risk and expense, to observe the loading, weighing, sampling and analysis of the coal. The failure of Buyer's representative to be present during any loading, weighing, sampling or analysis of the coal shall be deemed a waiver of Buyer's representation rights in each instance.

d. The Certificate of Analysis shall include weight, proximate, ultimate, ash, and screen analysis (expressed in percent by weight) for the following sizes: +50 mm, 50-37.5 mm, 37.5-31.5 mm, 31.5-25.0 mm, 25.0-19.0 mm, 19.0-12.5 mm, 12.5-6.3 mm, < 6.3 mm.

13. PRICE

The price of the coal shall be [redacted] per million BTU Gross As Received, FOB into Buyer's barges (NOLA) at International Marine Terminal, New Orleans, U.S.A.

14. NONASSIGNABILITY

The rights, duties and obligations of each party under this contract shall not be assignable, in whole or in part, to any third party without the express written consent of the other party heretofore. Any purported assignment in the absence of consent shall be void.

15. BILLING AND PAYMENT

a. Buyer shall pay for the shipment of coal at the price specified in section 13 by telegraphic transfer in US dollars to Seller's Bank in immediate available funds within thirty (30) days of the date set forth on the Bill of Lading and subject to reception of the following documents:

i. Clean, on-board ocean Bill Of Lading (3 originals plus 3 Non-negotiable
ii. Draught Survey Report
iii. Certificate of Origin
iv. Seller's commercial invoice (1 original plus 2 copies)
v. Certificate of Analysis

b. Any other amounts due from one party to the other, including any amounts due for demurrage shall be paid by telegraphic transfer within fifteen (15) days upon receipt of billing documents.

c. In order to expedite discharge of vessel, Seller shall send the Bills Of Lading, Stowage Plan, Certificate of Origin and commercial invoice to Buyer within two (2) working days after completion of loading. Seller shall also send to Buyer the Certificate of Analysis at load-port within five (5) working days after completion of loading, and all remaining documents shall be sent as soon as they become available. Buyer will not arrange for vessel discharge if not in receipt of the proximate analyses, and in such case all waiting time of the vessel to be for Seller's account.

d. All payments to Seller shall be made to:
GUASARE COAL INTERNATIONAL NV
ACCOUNT NBR: 3696-4696
CITIBANK N.A., NEW YORK, N.Y.

16. NOTICES

All notices except as otherwise specified, shall be in writing and delivered in person or sent by mail, telex or facsimile to the authorized representative of the other party as shown below.

If to Buyer:	ELECTRIC FUELS CORPORATION
Address:	One Progress Plaza P.O. Box 15208 St. Petersburg, Florida 33733 Attn: Mr. Dennis Edwards (Vice President) Tel: + (1) 727-824-6673 Fax: +(1) 727-824-6601 e-mail: dennis.edwards@electricfuels.com
cc:	GUASARE COAL AMERICA
Address:	5016 Dorsey Hall Drive Suite 202 Ellicott City, MD 21042, USA Attn: Mr. Marcel van den Berg/Lloyd Whitehead Tel: + (1) 410-730-6800 Fax: + (1) 410-997-6842
If to Seller:	GUASARE COAL INTERNATIONAL, NV Lincoln House 137-143 Hammersmith Road London W14 0QL, UK Attn: Mr. Eladio Bueno/Miss Catarina Carrasquinho Tel: + (44) 207.471.3806/3807 Fax:+ (44) 207.471.3809 e-mail:GCICEO@PSI.PDV.COM/GCI3@PSI.PDV.COM
And:	CARBONES DEL GUASARE, S.A. Carga de Buques Calle 77 (5 de Julio), Edif. Lagoven CP 1200 Maracaibo, Venezuela Attn: Mr. Carlos Garzon Tel: + (58) 261.7906.224 Fax:+ (58) 261.7906.222 e-mail:cgarzon@guasare.com

17. FORCE MAJEURE

a. Defined

The term "Force Majeure" as used herein shall mean event or events not reasonably within the control of and not caused by the fault or negligence of the party affected, which wholly or partly prevents the mining, loading or transportation of the coal by Seller, or by CARBONES DEL GUASARE, S.A. or the loading or discharging or consumption of coal by Buyer, such events including but not limited to acts of God, natural calamities, acts of the public enemy, blockades, insurrections, strikes, slowdowns, disturbances, fires, explosions, storms, floods, landslides, washouts, boycotts, breakdowns of the power system serving CARBONES DEL GUASARE, S.A. 's facilities, interruptions of ground transportation, embargoes, acts of military authorities, acts of local, state or federal agencies or regulatory bodies, court actions, arrests and restraints, etc.

b. Effect Hereunder

If because of Force Majeure, either party hereto is unable to carry out its obligations under this Agreement and if such party shall promptly give to the other notice by telex, facsimile, or telephone of such Force Majeure, including a complete description thereof, then the obligations of the party giving such notice shall be suspended to the extent made necessary by Force Majeure and during its continuance; provided, however, that the party giving such notice shall use its best efforts to eliminate such Force Majeure insofar as possible with a minimum of delay. Nothing in this Agreement shall cause the party affected by Force Majeure to submit to what it considers to be unreasonable conditions or restrictions or to submit to an unfavourable labour agreement, and it is agreed that any settlement of labour strikes or other differences with workmen or disputes with governmental entities shall be entirely within the sole discretion of the affected party. No event of Force Majeure shall relieve Buyer of its obligation to make payments due for coal delivered by Seller under this Agreement. Deficiencies in deliveries of coal caused by an event of Force Majeure shall only be made up by mutual consent.

18. LIMITATION OF LIABILITY

Buyer assumes all risks involved in the use or processing of the coal. The Seller makes no warranty of any kind, expressed or implied, including within limitation any warranty of fitness for a particular purpose. The Seller shall not be liable for any incidental or consequential damages.

19. GOVERNING LAW

This agreement shall be governed by the New York State law, except as modified by this Agreement, and except that the term "DES" shall be as defined in the International Rules for the interpretation of Trade Terms ("Incoterms 2000"), International Chamber of Commerce publication No. 350.

20. ARBITRATION

a. Any dispute or difference between the parties in connection with this Agreement shall be referred to and determined by arbitration under the International Arbitration Rules of the U.S. District Court of New York, N.Y. The parties agree to exclude any right of application or appeal to the U.S. Courts in connection with any question of law arising in the course of the arbitration or with respect to any award made.

b. New York, N.Y. shall be the venue for any such arbitration

21. RESTRICTED THIRD PARTY SALE

Buyer shall not sell this coal to third parties without prior written authorization from Seller.

22. ENTIRE AGREEMENT, AMENDMENT AND NON-WAIVER

This agreement contains the entire agreement between the parties with respect to the subject matter, herein and supersedes all previous writings, understandings, negotiations, representations or agreements with respect thereto. This Agreement may be modified or amended only by a written instrument signed by an authorized representative of each party. The failure of either party to require strict performance of any provision of this Agreement shall not operate as a waiver by such party of its right to require strict performance in the future.

Buyer and Seller have caused this Coal Supply Agreement to be executed, each by its authorized representative, as of the date first set forth above.

Seller:	Buyer:
GUASARE COAL INTERNATIONAL, N.V.	ELECTRIC FUELS CORPORATION
By: Ignacio Bueno	By: Denis M. Edwards
Its: C.E.O.	Its: Vice President Coal Procurement

Made in two originals on July 27, 2001

APPENDIX 1

E. F. C.

TYPICAL PASO DIABLO PREMIUM 2001 (14-05-01)
COAL SPECIFICATIONS

QUALITY (As received basis)

PROXIMATE ANALYSIS	Typical
Total moisture, %	7.50
Ash, %	6.50
Volatile Matter, %	35.00
Total Sulphur, %	0.70
Gross Calorific Value, BTU/lb	12800
Kcal/Kg	7100
Net Calorific Value, Kcal/Kg	6810

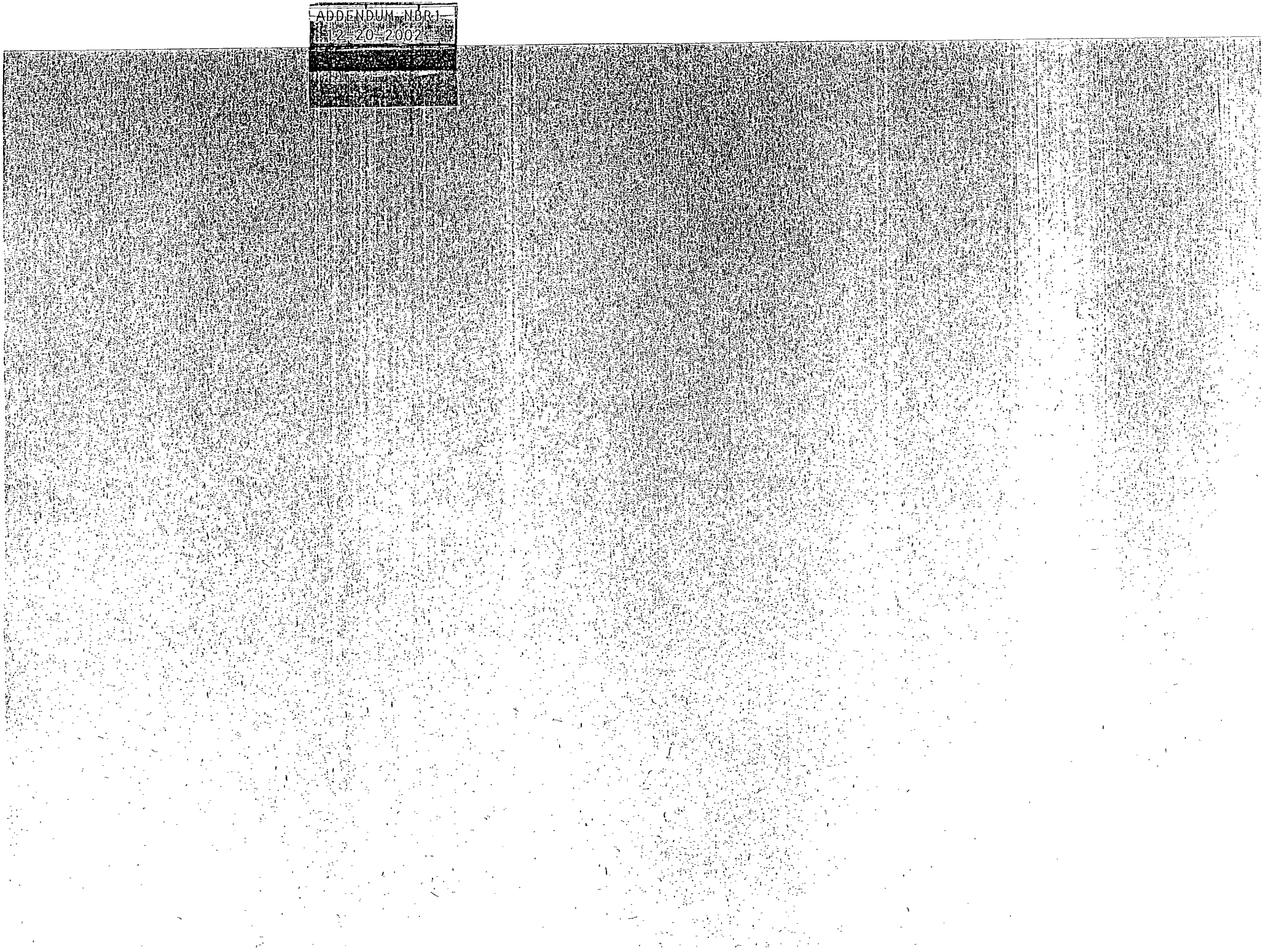
GRINDABILITY	47
FREE SWELLING INDEX	6

ULTIMATE ANALYSIS	
Total moisture, %	7.50
Carbon	71.50
Hydrogen	4.80
Nitrogen	1.30
Chlorine	0.04
Total Sulphur, %	0.70
Ash, %	6.50
Oxygen (By Diff.)	7.66

ASH FUSION TEMPERATURE		°C (°F)
Red. Atm.	Initial Deformation	1230 (2246)
	Softening (H=W)	1260 (2300)
	Hemispherical (H=1/2W)	1310 (2390)
	Fluid	1360 (2480)
Ox. Atm.	Initial Deformation	1280 (2336)
	Softening (H=W)	1300 (2372)
	Hemispherical (H=1/2W)	1360 (2480)
	Fluid	1400 (2552)

ASH ANALYSIS	
% Si02	58.50
% Al203	20.00
% Ti02	0.95
% Fe203	7.00
%Ca0	4.00
%Mg0	2.80
%K20	1.70
%Na20	0.50
%Mn02	0.10
%P205	0.20
%S03	3.50
Undetermined	0.75

SIZING (0 x 50 mm)
Role hole screens % + 50 mm


ADDENDUM NBR 1
12-20-2002

Progress Energy

December 30, 2002

SENT VIA UPS EXPRESS MAIL

Mr. Elaido Bueno
Chief Executive Officer
Guasare Coal International n.v.
Lincoln House
137 - 143 Hammersmith Road
London W140QL
UNITED KINGDOM

RE: ADDENDUM NBR01

Dear Elaido:

In accordance with your letter of December 20, 2002, I have executed *Addendum NBR01 to Coal Supply Agreement dated 15th June 2001 between Guasare Coal International N.V. and Electric Fuels Corporation* on behalf of Electric Fuels Corporation (now Progress Fuels Corporation). Enclosed is one original for your records.

Best ~~regards,~~

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

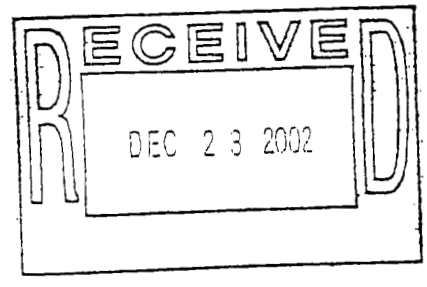
Enclosure

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

G.C.I.

Guasare Coal International n.v.

Corporate Headquarters, Aruba



Mr. Al Pitcher
ELECTRIC FUELS COMPANY
One Progress Plaza
P.O.Box 15208
St. Petersburg, FL 33733
USA

London, Friday, December 20, 2002

Dear Al,

Please find enclosed two originals of the Addendum NBR1 to Coal Supply Agreement. If you are in agreement please return one original duly signed.

Yours sincerely

Eladio Bueno
CEO

ADDENDUM NBR01
TO COAL SUPPLY AGREEMENT DATED 15th June 2001
BETWEEN GUASARE COAL INTERNATIONAL N.V. AND
ELECTRIC FUELS CORPORATION

Parties hereby confirm their Agreement to modify the Coal supply Agreement as follows:

1. TERM OF THE CONTRACT

This Agreement shall be effective from 1st January 2002 and shall terminate on 30th June 2003. The period from the effective date to the termination date shall be referred to herein as the "Contract Period".

5. SCHEDULING

The loading laycan applicable to the last firm cargo under the Agreement shall be at Seller's option:

5.1. As soon as the declared Force Majeure, which affected the last firm cargo under the Agreement, is resumed, or

5.2. To a mutually agreed loading laycan during the 1st calendar quarter 2003.

13. PRICE

The price of the coal applicable to the last firm cargo under the Agreement shall be [redacted] per million BTU Gross As Received, FOB into Buyer's barges (NOLA) at International Marine Terminal, New Orleans, U.S.A.

All other terms and conditions of the Coal Supply Agreement are unchanged and remain in effect.

SELLER: _____ BUYER: _____

GUASARE COAL INTERNATIONAL N.V. ELECTRIC FUELS CORPORATION

By: Elazio Bueno By: A W Pitcher

Title: C.E.O. Title: Vice President Coal Procurement

Made in two originals on 20th December 2002.

ADDENDUM NBR2
3-20-2003

Rec'd

Guasare Coal International n.v.

Corporate Headquarters, Aruba

'd 3-31-03
XC: DHD
FHL
MJR
RFP
CAL
AJSP

Distributed to 4

3/28/03

Mr. Al Pitcher
ELECTRIC FUELS COMPANY
Vice President Coal Procurement
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701
USA

London, Wednesday, March 26, 2003

Al,

Please find enclosed one original of the Addendum NBR2 to Coal Supply Agreement duly signed.

Yours sincerely

Eladio Bueno
CEO

Customers/EFC/Correspondence/26/03/03

ADDENDUM NBR02
TO COAL SUPPLY AGREEMENT DATED 15TH June 2001 BETWEEN GUASARE COAL INTERNATIONAL N.V. AND PROGRESS FUELS CORPORATION (FORMERLY ELECTRIC FUELS CORPORATION)

Parties hereby confirm their Agreement to modify the Coal Supply Agreement to include an incremental sale under the following terms and conditions:

2. SOURCE OF COAL

The coal shall be produced by Carbones de la Guajira, S.A. from Mina Norte mine, located near Maracaibo, State of Zulia, Venezuela.

3. QUANTITY

Seller shall sell and deliver to Buyer and Buyer shall purchase and accept from Seller one firm cargo of 40,000 metric tonnes at +/-10% Seller's option.

5. SCHEDULING

June 2003. Loading Laycan to be mutually agreed.

6. SHIPMENTS

In addition to sub-clauses a. to b., Seller shall nominate a self-discharge belted vessel into IMT hoppers, whereby Buyers guarantees 1000 metric tonnes/hour take away. Demurrage as per Charter Party.
Loading port to be El Bajo or Palmarejo, Maracaibo Lake, Venezuela, at Seller's option.

10. COAL QUALITY

The quality characteristics of the shipment of the coal shall comply with the Mina Norte specifications as follows, as received basis:

	Typical	Range
Total moisture %	6.0	5.0-7.50
Ash %	5.50	4.50-6.50
Volatile Matter %	34.0	33.0-35.0
Btu/LB	13,000	12,900-13,500
Fixed Carbon	53.8	52.00-55.70
Total Sulphur %	0.65	0.60-0.75
Grindability	48	46-48
Ash Fushion Temp.	Softening F (H-W) 2400	2350-2450
Sizing	+4" 0% max 0%	
	+3" 1% max 1%	
	+2" 2% max 4%	
	-1/4" 40% max 45%	
	-1mm 17% max 20%	

7. SAMPLING AND ANALYSIS

Independent testing company appointed by Seller and approved by Buyer shall take a representative sample of the coal according ASTM standards from moving belt at the loading terminal during the process of loading barges. Each sample shall not exceed 5,000 metric tonnes (sublots).

8. PRICE

The price of the coal shall be [redacted] per million BTU Gross As Received, DES into International Maritime Terminal hoppers, New Orleans, USA.

Other terms and conditions as per Coal Supply Agreement dated 15th June 2001.

SELLER: _____
GUASARE COAL INTERNATIONAL n.v.

BY: Elidio Bueno

Title: C.E.O.

Buyer: _____
PROGRESS FUELS CORPORATION
(FORMRLY ~~ELECTRIC FUELS CORPORATION~~)

BY: _____

Title: Vice President Coal Procurement

Made in two originals on 20th March 2003

ADDENDUM NBR3
6-5-2003

G.C.I.

Guasare Coal International n.v.

Corporate Headquarters, Aruba

d 6-13-03
XC: AWP
DMD
FML
RFP
MJK
CKL
ORIG. TO CF

Mr. Al Pitcher
ELECTRIC FUELS COMPANY
Vice President Coal Procurement
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701
USA

London, Thursday, June 12, 2003

Dear Al,

Please find enclosed one original of the Addendum NBR3 to Coal Supply Agreement duly signed.

Yours sincerely

Eladio Bueno
CEO

Elaid Bue

Progress Energy

June 9, 2003

SENT VIA UPS EXPRESS MAIL

Mr. Elaido Bueno
Chief Executive Officer
Guasare Coal International n.v.
Lincoln House
137 - 143 Hammersmith Road
London W140QL
UNITED KINGDOM

RE: ADDENDUM NBR03

Dear Elaido:

In accordance with your e-mail of June 5, 2003, I have executed *Addendum NBR03 to Coal Supply Agreement dated 15th June 2001 between Guasare Coal International N.V. and Progress Fuels Corporation (formerly Electric Fuels Corporation)* on behalf of Progress Fuels Corporation. Enclosed are two originals for your signature. Please return one fully executed original to us.

Best regards,

A. W. Pitcher
Vice President – Coal Procurement

AWP/ro

Enclosures

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

ADDENDUM NBR03
TO COAL SUPPLY AGREEMENT DATED 15TH June 2001
BETWEEN GUASARE COAL INTERNATIONAL N.V. AND
PROGRESS FUELS CORPORATION
(FORMELY ELECTRIC FUELS CORPORATION)

Parties hereby confirm their Agreement to modify the Coal Supply Agreement to include an incremental sale under the following terms and conditions:

3. QUANTITY

Seller shall sell and deliver to Buyer and Buyer shall purchase and accept from Seller one firm cargo of 50,000 metric tonnes +/-10% at Seller's option.

5. SCHEDULING

The loading laycan shall be between mid August to end September 2003. The loading laycan shall be mutually agreed.

6. SHIPMENTS

b. Seller shall nominate a self-discharge belted vessel into IMT terminal hoppers, whereby Buyers guarantee to receive at minimum average rate of 2000 metric tones/hour SHINC. Buyer will pay Seller vessel demurrage as per governing Charter Party.

f. Buyer will accept or reject the corresponding vessel nomination presented by Seller within 24 hours of such nomination.

Other conditions mentioned in the sub Clause a. to e. remains unchanged.



10. COAL QUALITY

The quality characteristics of the shipment of coal shall typically comply with the proximate analysis shown in Appendix 1. Indicative specifications for Paso Diablo Premium grade coal on an "as received" basis except the Gross Calorific Value, BTU/lb to be 12.900.

13. PRICE

The price shall be [redacted] per million BTU Gross As Received, DES at International Maritime Terminal, New Orleans, U.S.A.

15. BILLING AND PAYMENT

a. Buyer shall pay for the shipment of coal at the price specified in Section 13, by telegraphic transfer in US Dollars to Seller's Bank in immediate available founds within 30 days of the date set forth on the Bill of Lading for the first 35.000 metric tonnes of the shipment and within 90 days of the date set forth on the Bill of Lading date for the remaining of the shipment and subject to reception of the documents indicated under the points i. to v.
Sub-Clause b. to d. remains unchanged.

All other terms and conditions as per Coal Supply Agreement are unchanged and remain in effect.

SELLER: GUASARE COAL INTERNATIONAL n.v.

BY: Eladio Bueno

Title: C.E.O.

Buyer: PROGRESS FUELS CORPORATION

BY:

Title: Vice President - Coal Procurement

Made in two originals on 5th June 2003.

ADDENDUM NBR4
8-8-2003

G.C.I.

Guasare Coal International n.v.

Corporate Headquarters, Aruba

8-18-03
ld
xc: AOP (2)
DMD
FML
RFP
CAL
ORIG TO CF

Mr. Al Pitcher
ELECTRIC FUELS COMPANY
Vice President Coal Procurement
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701
USA

London, Thursday, August 14, 2003

Dear Al,

Please find enclosed one original of the Addendum NBR3 to Coal Supply Agreement duly signed.

Yours sincerely

Eladio Bueno
CEO

Progress Energy

August 11, 2003

SENT VIA UPS EXPRESS MAIL

Mr. Eladio Bueno
Chief Executive Officer
Guasare Coal International n.v.
Lincoln House
137 - 143 Hammersmith Road
London W140QL
UNITED KINGDOM

RE: ADDENDUM NBR04

Dear Eladio:

In accordance with your e-mail of August 8, 2003, I have executed *Addendum NBR04 to Coal Supply Agreement dated 15th June 2001 between Guasare Coal International N.V. and Progress Fuels Corporation (formerly Electric Fuels Corporation).* Enclosed are two originals for execution by Guasare Coal International N.V. Once both originals have been signed, please return one original to me for our files.

Thank you for your assistance in this matter. Progress Fuels Corporation looks forward to continuing the fine working relationship we have established with one another.

Best regards,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

Enclosures

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

ADDENDUM NBR04
TO COAL SUPPLY AGREEMENT DATED 15TH June 2001 BETWEEN GUASARE COAL INTERNATIONAL N.V. AND PROGRESS FUELS CORPORATION (FORMELY ELECTRIC FUELS CORPORATION)

Parties hereby confirm their Agreement to modify the Coal Supply Agreement to include an incremental sale under the following terms and conditions:

2. SOURCE OF COAL

The coal shall be produced by Carbones de la Guajira, S.A. from Mina Norte mine, located near Maracaibo, State of Zulia, Venezuela

3. QUANTITY

Seller shall sell and deliver to Buyer and Buyer shall purchase and accept from Seller one firm cargo of 40,000 metric tonnes +/-10% at Seller's option.

5. SCHEDULING

End August to September 2003, subject to Seller to find suitable self load / self discharge vessel. Loading laycan to be mutually agreed. Buyer to accept vessel nomination within 24 hours of Seller nomination. Loading port to be El Bajo or Palmarejo, Maracaibo Lake, Venezuela, at seller's options.

10. COAL QUALITY

The quality characteristics of the shipment of the coal shall comply with the Mina Norte specifications as follows, as received basis:

	Typical	Range
Total moisture %	6.0	5.0-7.50
Ash %	5.50	4.50-6.50
Volatile Matter %	34.0	33.0-35.0
Btu/LB	13,000	12,900-13,500
Fixed Carbon	53.8	52.00-55.70
Total Sulphur %	0.65	0.60-0.75
Grindability	48	46-48
Ash Fushion Tepm.	Softening F (H-W) 2400	2350-2450
Sizing	+4" 0% max 0%	
	+3" 1% max 1%	
	+2" 2% max 4%	
	-1/4" 40% max 45%	
	-1mm 17% max 20%	

12. SAMPLING AND ANALYSIS

Independent testing company appointed by Seller and approved by Buyer shall take a representative sample of the coal according ASTM standards from moving belt at the loading terminal during the process of loading barges. Each sample shall not exceed 5,000 metric tones (sublots).

13. PRICE

The price of the coal shall be [redacted] per million BTU Gross As Received, FOB into Buyer's barges (NOLA) at International Maritime Terminal hoppers, New Orleans, USA.

Other terms and conditions as per Coal Supply Agreement dated 15th June 2001.

SELLER: _____
GUASARE COAL INTERNATIONAL n.v.

BY: Eliano Bueno

Title: C.E.O.

Buyer: _____
PROGRESS FUELS CORPORATION
(FORMERLY ELECTRIC FUELS CORPORATION)

BY: _____

Title: Vice President
Coal Procurement

Made in two originals on 8th August 2003.

ADDENDUM NBR05
9-19-2003

Elec Dir

Guasare Coal International n.v.

Corporate Headquarters, Aruba

Id 12-19-03
XC: AWP
DHD
RFP
FHL
MJK
CRC
THH
VHH
CAL
Vicky Hicks

Mr. Al Pitcher
ELECTRIC FUELS COMPANY
Vice President Coal Procurement
One Progress Plaza
200 Central Avenue
St. Petersburg, FL 33701
USA

London, Thursday, December 18, 2003

Please find enclosed one original of the Addendum NBR5 to Coal Supply Agreement duly signed.

Yours sincerely

Eladio Bueno
CEO

Ether Doc

Progress Energy

December 16, 2003

SENT VIA UPS EXPRESS MAIL

Mr. Eladio Bueno
Chief Executive Officer
Guasare Coal International n.v.
Lincoln House
137 - 143 Hammersmith Road
London W140QL
UNITED KINGDOM

RE: ADDENDUM NBR05 TO COAL SUPPLY AGREEMENT DATED 15TH JUNE 2001 BETWEEN GUASARE COAL INTERNATIONAL N.V. AND PROGRESS FUELS CORPORATION (FORMERLY ELECTRIC FUELS CORPORATION)

Dear Eladio:

Enclosed are two originals of Addendum *NBR05 to Coal Supply Agreement dated 15th June 2001 between Guasare Coal International N.V. and Progress Fuels Corporation (Formerly Electric Fuels Corporation)*, which I have executed on behalf of Progress Fuels Corporation. Please have the appropriate individual sign both originals of this addendum on behalf of Guasare Coal International, N.V. and return one fully-executed original to us.

As always, it is a pleasure doing business with the folks of Guasare Coal.

Best regards,

A. W. Pitcher
Vice President – Coal Procurement

AWP/ro

Enclosures

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

ADDENDUM NBR05
TO COAL SUPPLY AGREEMENT DATED 15TH June 2001 BETWEEN GUASARE COAL INTERNATIONAL N.V. AND PROGRESS FUELS CORPORATION (FORMELY ELECTRIC FUELS CORPORATION)

Parties hereby confirm their Agreement to modify the Coal Supply Agreement to include an incremental sale under the following terms and conditions:

2. SOURCE OF COAL

The coal shall be produced by Carbones de la Guajira, S.A. from Mina Norte mine, located near Maracaibo, State of Zulia, Venezuela

3. QUANTITY

Seller shall sell and deliver to Buyer and Buyer shall purchase and accept from Seller two (2) firm cargoes of 40 to 45.000 metric tones at Seller's option. Each cargo to be +/-10% at Seller's option.

5. SCHEDULING

First cargo to load October 8 to 17, 2003. The second cargo to load in November 2003. Both cargoes to be delivered in suitable self load / self discharge vessel. Loading laycan for the second cargo to be mutually agreed. Buyer to accept vessel nomination within 24 hours of Seller nomination. Loading port to be El Bajo or Palmarejo, Maracaibo Lake, Venezuela, at seller's options.

10. COAL QUALITY

The quality characteristics of the shipment of the coal shall comply with the Mina Norte specifications as follows, as received basis:

	Typical	Range
Total moisture %	6.0	5.0-7.50
Ash %	5.50	4.50-6.50
Volatile Matter %	34.0	33.0-35.0
Btu/LB	13,000	12,900-13,500
Fixed Carbon	53.8	52.00-55.70
Total Sulphur %	0.65	0.60-0.75
Grindability	48	46-48
Ash Fushion Tepm.	Softening F (H-W) 2400	2350-2450
Sizing	+4" 0% max 0%	
	+3" 1% max 1%	
	+2" 2% max 4%	
	-1/4" 40% max 45%	
	-1mm 17% max 20%	

12. SAMPLING AND ANALYSIS

Independent testing company appointed by Seller and approved by Buyer shall take a representative sample of the coal according ASTM standards from moving belt at the loading terminal during the process of loading barges. Each sample shall not exceed 5,000 metric tones (sublots).

13. PRICE

The price of the coal for both cargoes shall be [redacted] per million BTU Gross As Received, FOB into Buyer's barges (NOLA) at International Maritime Terminal, New Orleans, USA.

Other terms and conditions as per Coal Supply Agreement dated 15th June 2001.

SELLER: _____
GUASARE COAL INTERNATIONAL n.v.

BY: Elidio Bueno

Title: C.E.O.

Buyer: _____
PROGRESS FUELS CORPORATION
(FORMERLY ELECTRIC FUELS CORPORATION)

BY: _____

Title: Vice President Coal Procurement

Made in two originals on 19th September 2003.

d 6-3-03
XC: AWP
DHD
FHL
RFP
CAL
ORIGINAL TO CF

KOCH
KOCH CARBON LLC

Koch Carbon LLC
20 East Greenway Plaza
Houston-Harris Co., TX,
77046-2002

Sales Acknowledgement

To: Progress Fuels Corporation
One Progress Plaza
200 Central Avenue
Saint Petersburg, FL, 33701

Date: May 20, 2003
Contract No: 34520-032HS0210

Attention:
Al Pitcher
Phone: (727)824-6692 Fax: (727)824-6601

Koch Carbon LLC Contacts:
Rob Nelson
Phone: (713)544-5031 Fax: (713)544-6052

Koch Carbon LLC (Seller) agrees to sell and deliver, and Progress Fuels Corporation (Buyer) agrees to purchase and accept as per the following:

PRODUCT:	CAPP-CSX 13,000 Compliance
TOTAL CONTRACT QUANTITY:	120,000 Short Tons Approximately
CONTRACT TERM:	July 01, 2003 to December 31, 2003
PAYMENT TERMS:	Net 10 days from Invoice Date
QUANTITY:	120,000 Short Tons Approximately
DELIVERY TERMS:	FOB Big Sandy Freight District, KY (also point of Title Transfer)
DELIVERY MODE:	Rail
PRICE:	[redacted] $USD/Short Tons.

QUALITY: Per the following specifications:

	Typical	Measurement Basis	Rejection Min	Rejection Max
BTU (BTU / Pounds)	13,000	As Received	12,800	
SO2 (Pounds)	1.2	As Received		1.2
Moisture (Percent)	7.00	As Received		
Ash (Percent)	8.00	As Received		10.00
Volatile (Percent)	30-35	As Received	30.00	
HGI (Points)	43			
Fusion (Fahrenheit)	2,600			

SPECIAL TERMS:

Commodity: Crushed, bituminous coal, containing no synthetic fuels, substantially free from any extraneous material, with no intermediate sizes to be added or removed and otherwise meeting the specifications of this Agreement.

Payment Terms: Net cash via wire transfer 10 days from invoice date to:
Koch Carbon LLC.
Acct: 323-1-91363
Chase Manhattan Bank, New York, NY
ABA: 021000021
Swift: CHAS US 33

CopyRight 2000 Enlero Corporation

Sales Acknowledgement Contract 34520-032HS0210

SPECIAL TERMS:

Rejection Rights: If any Shipment of coal triggers any of the Rejection Limits specified in the Confirmation (a "Non-Conforming Shipment"), Buyer shall have the option, exercisable by notice to Seller within 24 hours of Buyer's receipt of Seller's analysis of the coal provided pursuant to the "Sampling and Analysis" Section, which shall be promptly followed by written notice to Seller of either (i) rejecting such Non-Conforming Shipment at the Delivery Point or in route, but prior to unloading from Transporter's equipment or (ii) accepting any Non-Conforming Shipment with a Contract Price adjustment agreed to in writing between Seller and Buyer. If Buyer fails timely to exercise its rejection rights hereunder as to a Non-Conforming Shipment, Buyer shall be deemed to have waived such rights with respect to that Non-Conforming Shipment only. If Buyer timely rejects the Non-Conforming Shipment, Seller shall be responsible for promptly transporting the rejected coal to an alternative destination determined by Seller and, if applicable, promptly unloading such coal, and shall reimburse Buyer for all reasonable costs and expenses associated with the transportation, storage, handling and removal of the Non-Conforming Shipment. Seller shall, at Buyer's request, use commercially reasonable efforts to replace the rejected coal as soon as possible, provided that Buyer gives written notice to Seller of Buyer's desire for replacement coal within 48 hours after rejection of the Non-Conforming Shipment.

Sampling and Analysis: Sampling, via mechanical sampler for each Shipment shall be performed at the Delivery Point to ensure that the Specifications have been met. Analysis shall be performed in accordance with ASTM standards with the cost for such sampling and analysis to be for Seller's account. Analysis shall be performed by an independent commercial laboratory jointly appointed by Buyer and Seller. Such analysis shall be final and binding and govern for payment.

Scheduling/Delivery: Unless otherwise specified in the Confirmation, the total contract quantity will be ratable throughout the contract term. Buyer shall advise Seller on or before the 25th day of the month preceding scheduled Shipment(s) of the loading dates and delivery schedule. Seller shall advise Buyer on or before the 27th day of the month preceding scheduled Shipment(s) of the source/mine (capable of loading 100 car/10,000 ton unit trains in 4 hours or less). Unless otherwise specified in the Confirmation, Buyer shall designate to Seller the scheduling, routing and permit number under this Contract. Seller shall cause coal sold hereunder to be properly loaded into a unit train for delivery to Buyer, provided that Buyer has provided Seller with applicable loading instructions (including minimum and maximum weights) no less than 24 hours prior to the arrival of Buyer's unit train and said instructions comply with generally recognized industry standards. The delivery schedule specified in the Confirmation or as designated by Buyer in absence of such in the Confirmation is binding on both Buyer and Seller and may only be changed by mutual written agreement between the parties.

Weighing: Certified scales at the Delivery Point shall determine the weight for each Shipment or in the absence of certified scales, official railroad weights will be used. The cost of weighing shall be for Seller's account and such weights shall be final and binding and govern for payment.

If this Confirmation correctly sets forth the terms and conditions of this Transaction that we have entered into, please promptly confirm in a reply to us by signing below and sending this Confirmation (or a copy hereof) to us by fax to (316) 828-9292 within three (3) business days of receipt of this Confirmation. If Counterparty objects to any differences between the binding agreement of the parties regarding this Transaction and the contents of this Confirmation, Counterparty must notify Koch Carbon LLC of its objections in writing by fax to (316) 828-9292 within such time period. If Counterparty fails to so reply or object within such time period, such objections shall be deemed waived and the terms of this Confirmation will become final and conclusive evidence of all the terms of the binding agreement regarding this Transaction. Any other terms and conditions are objected to and shall not be binding upon Koch Carbon LLC. This Confirmation supersedes and replaces any broker confirmation(s) regarding this Transaction to the extent of any irreconcilable conflict. If Counterparty notifies Koch Carbon LLC of additional or different terms from those set forth herein, those terms shall be construed only as proposals for amendments to this Transaction and shall not become part hereof unless expressly agreed to by Koch Carbon LLC in a supplemental written confirmation.

© CopyRight 2000 Enlero Corporation

Sales Acknowledgement Contract 34520-032HS0210

SPECIAL TERMS:

Pro-rata Btu/lb price adjustment from 13,000 Btu/lb.

Sizing: Typical 2" x 0, Maximum Reject >55% - 1/4" x 0

Quantity and Loading: 2 x 10,000 NT trains per month, capable of loading 100 cars in 4 hours or less.

GENERAL TERMS AND CONDITIONS:

This agreement is subject to the attached General Terms and Conditions which are hereby incorporated into and made a part of this contract as essential terms and conditions hereof. In the event of a conflict between the general terms and conditions attached and specific provisions set forth above, the specific provisions will control. .

These terms of sale are accepted by buyer, if not otherwise accepted, by buyer's purchase or taking delivery of product from seller. Acceptance is expressly limited to these terms and conditions without any alteration or addition thereto, notwithstanding the use of any other acknowledgment or acceptance by buyer.

Accepted and Agreed to this day by:

Koch Carbon LLC

Rob Nelson
Date: 5-23-03

Progress Fuels Corporation

Al Pitcher
Date: 5/30/03

© CopyRight 2000 Enterra Corporation

KOCH CARBON LLC - GENERAL TERMS AND CONDITIONS

1. PAYMENT. The Price specified herein shall be paid in United States funds. Overdue payments shall accrue interest from the due date at the rate of two percent over the prime lending rate as published from time to time during such period in the *Wall Street Journal* ("Interest Rate"), but in no event to exceed the maximum lawful rate.

2. LIMITATION ON WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO CONFORMITY TO SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

3. FORCE MAJEURE. If, because of Force Majeure, either party is unable to carry out any of its obligations hereunder, and if such party shall promptly give notice thereof to the other party, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such Force Majeure and during its continuance, provided, however, that the party giving such notice shall use commercially reasonable efforts to eliminate such Force Majeure. Any deficiencies in deliveries caused by Force Majeure shall not be made up except by mutual written agreement. Should the Force Majeure continue for 30 consecutive days, the party not claiming Force Majeure may, at its option, terminate this Agreement on 3 days prior written notice. "Force Majeure" means any cause(s) not reasonably within the control, and without the fault or negligence, of the party affected thereby, which wholly or partly prevents or interferes with the performance by that party of its obligations hereunder (except the payment of money; provided, however, in no event shall a Force Majeure be construed to relieve a party of any obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred by such party through performance of such obligations.

4. EVENTS OF DEFAULT AND REMEDIES.

(a) Subject to the limitations set forth in the provisions of (b) - (d) of this Paragraph 4, in the event of (i) the failure of either party to make when due, any payment required hereunder if such failure is not remedied within three (3) working days after notice of such failure is given to the defaulting party by the other party, (ii) the failure of either party to comply with any or all of its other respective obligations in good faith as herein set forth and such non-compliance is not cured within three (3) days after notice thereof to defaulting party, or (iii) either party (a) filing a petition in bankruptcy (b) having such a petition filed against it, and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (c) becoming otherwise insolvent or unable to pay its debts as they become due, or (iv) the failure of a party's guarantor (such party being deemed to be the defaulting party) to perform any covenant set forth in its guaranty, or such guaranty shall expire or be terminated or shall cease to guarantee the obligations of such party hereunder, or such guarantor shall become subject to any of the events specified in (iii) (a), (b) or (c), (all of which events shall be referred to individually and/or collectively as "Event(s) of Default") the non-defaulting party may, for so long as such Event of Default is continuing, (A) establish by notice to the defaulting party a date on which this Agreement shall terminate early, and the non-defaulting party shall calculate, using the formula described in (b) or (c) below, as applicable, and otherwise in a commercially reasonable manner, its damages, including any associated costs, resulting from the early termination of this Agreement. Such damages and costs, if any, shall be paid by the defaulting party to the nondefaulting party within three (3) working days of the defaulting party's receipt of Notice of the damages amount, and/or (B) suspend performance of its obligations under this Agreement until such Event of Default is cured. The failure of the parties to agree on a price adjustment shall not constitute grounds for rescission of termination of this Agreement.

(b) Unless excused by Force Majeure or Buyer's failure to perform, if Seller fails to deliver all or part of the quantity of coal to be delivered hereunder, Seller shall pay Buyer for each ton of such deficiency (the "Deficiency") an amount equal to the positive difference, if any, obtained by subtracting the Price for the Deficiency from the Replacement Price. "Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases substitute coal for the Deficiency (plus additional transportation charges, if any, incurred by Buyer as a result of taking delivery of substitute coal at a location other than the relevant Delivery Point) or, absent such a purchase, the market price for such quantity of coal (F.O.B., Delivery Point) as determined by Buyer in a commercially reasonable manner. It is expressly agreed that Buyer shall not be required to enter into a replacement transaction in order to determine the Replacement Price. Such payment shall be paid within ten (10) days from the invoice date by the party obligated to make the payment.

(c) Unless excused by Force Majeure or Seller's failure to perform, if Buyer fails to accept all or any part of the quantity of coal to be delivered hereunder, Buyer shall pay Seller for each ton of the Deficiency an amount equal to the positive difference, if any, obtained by subtracting the Sales Price from the Price. "Sales Price" means the price at which Seller, acting in a commercially reasonable manner, resells (if at all) the Deficiency (including additional transportation charges, if any, incurred by Seller as a result of delivering coal at a location other than the relevant Delivery Point) or, absent such a sale, the market price for such quantity of coal (F.O.B., Delivery Point), as determined by Seller in a commercially reasonable manner. It is expressly agreed that Seller shall not be required to enter into a replacement transaction in order to determine the Sales Price. Such payment shall be paid within ten (10) days after an invoice is received by the party obligated to make the payment.

(d) Each party hereby stipulates that the payment obligations set forth in (b) and (c) above are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages and each party hereby waives the right to contest such payments as an unreasonable penalty or otherwise. In the event that either Seller or Buyer fails to pay amounts under this Agreement when due, the aggrieved party shall have the right to: (i) suspend performance under this Agreement until such amounts plus interest at the Interest Rate have been paid, and/or (ii) exercise any remedy available at law or in equity to enforce payment of such amount plus interest at the Interest Rate. The remedy set forth in (b) and (c) of this Paragraph 4 shall be the sole and exclusive remedy of the aggrieved party for the failure of the other to deliver or accept, as the case may be, the quantity of coal specified herein prior to an early termination of this Agreement, and all other damages and remedies are hereby waived as to such failure(s), except as set forth in Paragraph 5 below.

5. LIMITATION ON LIABILITY. Neither Seller nor Buyer shall be liable to the other for consequential, incidental, punitive, exemplary or indirect damages, lost profits, or business interruption damages, whether by statute, in tort or in contract, under any indemnity provision or otherwise. Buyer's remedies are specifically limited to the replacement of the goods purchased hereunder and are exclusive of all other remedies. Seller's remedies are limited to the resale of goods sold hereunder and are exclusive of all other remedies. Should these remedies be found to be inadequate or fail their essential purpose, Buyer and Seller agrees that the return of the sales price shall be an adequate and fair remedy.

6. TITLE/RISK OF LOSS. Seller warrants good title to all coal delivered hereunder, free and clear of all claims and encumbrances. Title and risk of loss shall pass from Seller to Buyer upon delivery at the Delivery Point.

7. ASSIGNMENT. Neither party shall assign this Agreement without the prior written consent of the other, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, without the need for consent from the other party (and without relieving itself from liability hereunder), (a) transfer, sell, pledge, encumber or assign this Agreement or

the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (b) transfer or assign this Agreement to an Affiliate of such party; or (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such party; *provided, however,* that in each such case any such assignee shall agree in writing to be bound by the terms and conditions hereof. "Affiliate" means, with respect to any entity, person, or any other person (other than an individual) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

8. ENTIRE AGREEMENT. This Agreement is the final and entire agreement between the parties. No modification or amendment of this Agreement shall be effective or binding unless set forth in a writing signed by both parties.

9. NO WAIVER. Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach.

10. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of New York, including, without limitation, the Uniform Commercial Code, without giving effect to principles of conflicts of law.

11. CONFIDENTIALITY. Each party acknowledges that this Agreement contains confidential information that would put them at a competitive disadvantage if disclosed to the public. Therefore, the terms of this Agreement shall be kept confidential by the parties, except to the extent disclosure may be required by law, regulation or judicial or administrative order, or such disclosure is made to the officers, directors, employees, attorneys or consultants of a party or any of its Affiliates who have a bona fide need to know such information and agree to comply with the obligation of confidentiality herein set forth.

12. NETTING OF PAYMENTS. If the Parties are each required to pay an amount on the same day or in the same month, then, upon notice from one Party to the other, the Parties shall discharge their obligations to pay through netting, in which case the Party owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed. Each Party reserves to itself all rights, setoffs, counterclaims, combinations of accounts, liens and other remedies and defenses (to the extent not expressly herein waived or denied) which such Party has or may be entitled to arising from or out of this Agreement or any Transaction. All outstanding Transactions and the obligations to make payment in connection therewith or under this Agreement between the Parties may be offset against each other, set off or recouped therefrom.

13. NOTICES. Notices under this Agreement shall be in writing and shall be effective when received at the address shown on the first page of this Agreement.

14. FINANCIAL ASSURANCE. Prior to commencement of performance, or at any other time during the term of this Agreement, either party may require the other to provide financial information reasonably needed to ascertain the other party's ability to pay for coal to be received under this Agreement or to meet any other obligation which may accrue, including without limitation the obligation to pay damages in the event of failure to perform. If either party's creditworthiness becomes unsatisfactory in this regard, as determined in the sole judgment of the dissatisfied party, then the dissatisfied party (the "Requesting Party") may require assurance of the other party's ability to pay or may require different terms of payment. The Requesting Party may suspend deliveries or receipts hereunder or terminate this Agreement if, in the sole opinion of the Requesting Party, the other party fails to deliver the requested credit information or assurance of its ability to pay within two (2) Business Days of such request. Such assurance may, at the option of the Requesting Party, include, without limitation, any of the following or any combination of the following, (i) the required posting of a letter of credit as security for payment and performance (in a format and issued by a commercial bank acceptable to the requesting party); (ii) cash prepayments; (iii) corporate guarantee or (iv) other security acceptable to the Requesting Party. The amount of financial assurance due will be equal to the difference between actual contract price and the mark-to-market price at the time of request for financial assurance plus the difference between mark-to-market price at the time of request for financial assurance and future mark-to-market volatility as calculated by the requesting party in accordance with applicable industry standards. In addition to the future mark-to-market amount, a prepayment or acceptable letter of credit for the full amount of any coal delivery should be received by the requesting party no later than four (4) Business Days prior to such scheduled delivery date.

15. CROSS DEFAULT CLAUSE. In the event of default in the performance of any duty or obligation of either party or any subsidiary or affiliate of either party to the other party or any subsidiary or affiliate of the other party, whether under this Contract or any other contract between the parties, or any contract between either of the parties and any subsidiary or affiliate of the other, or any contract between any subsidiary or affiliate of both parties, or in the event the financial condition of either party or any subsidiary or affiliate of either party becomes unsatisfactory to the other party or any subsidiary or affiliate of the other party; then, in any such event, the other party or any such subsidiary or affiliate of the other party may at its option and without limitation of any other rights or remedies available at law or in equity, (a) withhold any payment due the other party or any subsidiary or affiliate of the other party, (b) withhold or refuse any delivery of products to or from the other party or any subsidiary or affiliate of the other party, or (c) offset and deduct from any payment or delivery of products due the other party or any subsidiary or affiliate of the other party under this or any other contract against any payment or delivery of products due the other party or any subsidiary or any affiliate of the other party under this or any other contract. The foregoing specific rights shall be cumulative and alternative and shall be in addition to any other rights and remedies to which the other party may be entitled at law or in equity, including but not limited to damages or specific performance.

16. FORWARD CONTRACT. The Parties agree that this transaction constitutes a "forward contract" and that the Parties shall constitute "forward contract merchants" within the meaning of the United States Bankruptcy Code 11 U.S.C. Section 101 (25) and (26) respectively.

UNITED
United Power, Inc. (Coal & Emissions)
187 Danbury Road, Wilton, CT 06897 Tel: (203) 762-8493 Fax: (203) 761-9525
245 Commerce Green Blvd., Ste 250, Sugar Land, TX 77478 Tel: (281) 340-8300 Fax: (281) 340-8308

Date: May 20, 2003
To: Progress Fuels Corp.
Attn: Al Pitcher
Fax: 727-824-

Deal Type: Private Coal Transaction, Physical – CAPP CSX Rail Coal (13,000 Btu, 1.2 #SO2)

UNITED POWER, INC. ACTING SOLEY AS BROKER, IS PLEASED TO CONFIRM ITS UNDERSTANDING OF THE TERMS AND CONDITIONS PERTAINING TO THIS TRANSACTION CONCLUDED BETWEEN YOUR TWO COMPANIES.

Trade Date: May 20, 2003
United Ref#: CL-11396B

	Seller	Buyer
Company:	Koch Carbon LLC	Progress Fuels Corp.
Attn:	Rob Nelson	Al Pitcher
Phone:	713-544-5031	727-824-6692
Fax:	316-828-9292	727-824-6601

Product: Physical -CAPP Rail Coal – CSX-Big Sandy (13,000 Btu, 1.2 #SO2)

Specifications:

	Guarantee	Reject
Btu/lb	13,000	12,800 min
# SO2	1.2	1.2 max
Ash (%)	8.0	10.0 max
Moisture (%)	7.0	NA
Volatile (%)		30.0 min
HGI		40 min
Sizing		2 x 0
AFT Reducing		2600 min

Price: [redacted] per ton, FOB Railcar, 4-hr loading, CSX-Big Sandy District
Origin weights and analysis, Pro-rata Btu/lb price adjustment from 13,000 Btu/lb

Quantity: Two (2) 100-car train(s)/month, approximately 10,000 tons per train, 12 train(s) total

Total Quantity: 120,000 tons approximately

Delivery Period: July 1, 2003 to December 31, 2003

Payment: As per standard industry practice

Details: Excludes use of synthetic fuels additives.
Seller to provide Buyer assurance of its ability to deliver guaranteed coal product and quality specifications under this agreement.
This deal is subject to standard terms, conditions and credit approval.

Special Provisions: This contract is governed in accordance with US law.

Commission: Buyer to pay United Power, Inc. (Coal & Emissions) $00.00 ($0.00/ton) as payment for brokerage services provided. Sale Price has been increased by $[redacted]/ton to reflect Seller paying Buyer's share of commission.

YOUR PROMPT CONFIRMATION THAT THE ABOVE REPRESENTS YOUR UNDERSTANDING WOULD BE GREATLY APPRECIATED. IF ANYTHING OUTLINED ABOVE IS CONTRARY TO YOUR UNDERSTANDING OF THIS AGREEMENT, PLEASE CALL OUR OFFICE IMMEDIATELY AND ALSO NOTIFY OUR OFFICE BY FAX WITHIN 24 HOURS.

BEST REGARDS,
UNITED POWER, INC.
(COAL & EMISSIONS)

Brokers: DLV | DLV Ian @ 203-762-8493
Dan @ 812-473-5810
United Deal Type: COAP

5/22/03

Progress Energy

November 24, 2003

SENT VIA FAX NO. 304/526-0703

Mr. Mike Gatens
Senior Vice President
Kanawha River Terminals, Inc.
Post Office Box 308
Ceredo, West Virginia 25507

Dear Mr. Gatens:

This letter will confirm our acceptance of your offer of November 18, 2003, wherein you offered Progress Fuels Corporation (PFC) 20,000 tons of "compliance" coal for delivery during the period of November 1, 2003 through December 31, 2003.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	QUALITY
MOISTURE	8.5 MAX.
ASH %	14.00 MAX.
SULFUR	1.2 LB/SO_2 MAX.
BTU/LB	12,000 MIN.
VOLATILE %	32.00 MIN.
GRIND	43-45
SIZE	2" X 0"
FINES (-1/4" X 0")	45 MAX.

The price on this coal will be [redacted] per ton f.o.b. barge, Marmet Pool, Kanawha River and includes [redacted] for trucking and transloading costs, and will be based on a guarantee of 12,000 Btu/LB. Premium or penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable fifteen (15) days from receipt and should be sent to the attention of Ms. Carrie Leonard, Senior Accountant, at Progress Fuels Corporation, Post Office Box 15208, St. Petersburg, Florida, 33733.

This coal will be sampled by an independent contractor employed by PFC. These samples will govern payment.

This coal will be shipped barge. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

If you are in agreement with the terms and conditions outlined above and the attached Terms and Conditions, please indicate so by signing in the acceptance blocks provided below and on the last page of the attached Terms and Conditions, and return one complete and fully executed original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President – Coal Procurement

AWP/ro

cc: Ms. C. R. Clarke
Mrs. D. M. Davis
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the _____ day of _____, 2003.

Kanawha River Terminals, Inc.

*By:*_____
*Its:*_____

TERMS AND CONDITIONS
MADE A PART OF
LETTER AGREEMENT DATED NOVEMBER 24, 2003

These Terms and Conditions shall be a part of, and incorporated in, the above-identified Letter Agreement. Commencement of deliveries by Seller shall constitute acceptance of all the terms stated in the Letter Agreement, as well as all of the following General Terms and Conditions even advance of Seller's signature.

All coal purchased hereunder shall be received subject to Purchaser's right of inspection and rejection. Rejected coal will be held at Seller's risk for a reasonable time and will be returned or disposed of according to Seller's instructions and at Seller's expense. The net proceeds of any such disposition will be credited to Seller's account. Payment in whole or in part by Purchaser for coal purchased hereunder shall not constitute an acceptance of coal, which is rightfully rejected.

Should Seller default in whole or in part as to quantity or quality of coal under this Letter Agreement, Purchaser shall have, in addition to any other rights it may have at law or in equity, the right to acquire suitable substitute or replacement coal. In such event, Seller shall reimburse Purchaser for the amount by which the cost of substitute or replacement coal exceeds the price of coal under the Letter Agreement. The quality analysis performed by an independent certified testing company selected by Purchaser would be final and binding as to all questions of quality.

If shipment is not made of coal to be supplied hereunder by the date specified on the front of the Letter Agreement and deferred shipment has not been approved by Purchaser, Purchaser shall not be required to accept delivery of such shipments or Purchaser may elect to accept such shipments without prejudice to its rights hereunder. If at any time, Seller has reason to believe that deliveries will not be made as scheduled, he shall immediately give written notice setting forth the cause of the anticipated delay. Seller shall be responsible for any demurrage as the result of this delay.

For purposes of these Terms and Conditions, a "shipment" shall mean the quantity actually received in any vessel, barge, or unit train. If the coal delivered hereunder in any single shipment fails to meet any of the specifications set out in the Letter Agreement other than sulfur content, Purchaser shall have each of the following options to be exercised in its sole discretion:

1. Purchaser may notify Seller that Purchaser will accept such coal subject to and in accordance with the provisions set forth in the Letter Agreement; provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

2. Purchaser will have the option to reject any shipment which exceeds any of the minimum/maximum specifications listed in the Letter Agreement, and Purchaser may notify Seller to suspend further deliveries of coal hereunder until Seller demonstrates to Purchaser's sole satisfaction that it can deliver coal that will conform on a per shipment basis to the specifications set forth in Letter Agreement; provided, however, that

Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder. If Seller fails to make the above demonstration to Purchaser's satisfaction within thirty (30) days after notice by Purchaser, Purchaser shall have the right to terminate or cancel this Agreement and, in addition, pursue every other remedy provided by law or equity. Should legal proceedings be instituted by Purchaser to recoup its losses or damage hereunder, it shall, in addition, be entitled to recover from Seller all court costs, reasonable attorney's fees and any expenses incurred by Purchaser, incident to such proceeding.

Should Seller become insolvent, or a voluntary or involuntary petition is filed as to Seller under the United States Bankruptcy Code, or a receivership or similar proceeding be filed as to Seller, the Purchaser may, at its option and in its sole discretion anytime thereafter upon giving written notice, terminate the Letter Agreement in whole or in part. The foregoing remedy of Purchaser is not to be considered exclusive, but shall be cumulative and be in addition to any other remedies of Purchaser as provided herein.

As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, permitting, judicial rule or order adopted, amended or newly interpreted subsequent to the date of the Letter Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, handling, processing or loading of coal by Seller or the receiving, handling, transporting and/or delivering by Purchaser's carrier thereof or the accepting, handling, utilizing and/or unloading thereof by Purchaser or Purchaser's intended buyer, Progress Energy Florida (PEF).

In the event performance of Seller's obligations hereunder or Purchaser's obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by the Letter Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except at the sole discretion of the Purchaser. In the event force majeure results in a partial reduction in the total quantity of coal Seller is obligated to deliver hereunder, the quantity of coal Seller shall be obligated to deliver to Purchaser hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this section multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the term of the Letter Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict PEF from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under the Letter Agreement unless its effect can be avoided in a lawful manner and will not, in PEF's sole judgment, result in unreasonable expense to PEF, the obligations of the parties hereto shall be totally excused during the continuance of such force majeure.

Seller shall not, without Purchaser's prior written consent, which consent will not unreasonably be withheld, (i) make any assignment or transfer of the Letter Agreement, by operation of law or otherwise, including without limitation any assignment, encumbrance or transfer as security for any obligation, or (ii) assign or transfer the right or duty to perform any obligation of Seller hereunder; provided, however, that Seller may assign the right to receive payments for coal sold hereunder directly from Purchaser to a lender as part of any accounts receivable financing or other revolving credit arrangement which Seller may have now or at any time during the term of the Letter Agreement. Seller may assign the Letter Agreement to an affiliate of Seller, or as part of a merger or consolidation, involving Seller, provided, however, that in the case of an assignment to an affiliate, Seller shall remain liable for the performance and for the obligations of the assignee.

The terms and provisions hereof shall be construed and enforced in accordance with the laws of the state of West Virginia.

Each party shall maintain the terms of the Letter Agreement and any information or data relating hereto, including site visits, in confidence and, except as may be required by law, shall not disclose such information or data or any other information concerning the performance or administration of the Letter Agreement to any other party other than a party's officers, directors, members, employees, contractors, agents, attorneys, accountants or financial advisers who have a need to have access thereto or as required by applicable law, regulation or judicial or governmental order. If either party is required to disclose any information required by this Section to be maintained as confidential in a judicial, administrative or governmental proceeding, such party shall give the other party at least ten (10) days prior written notice (unless less time is permitted by the applicable proceeding) before disclosing any such information in any such said proceeding and, in making such disclosure, the party required to disclose the information shall disclose only that portion thereof required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, including obtaining protective orders and supporting the other party in intervention. Nothing contained herein shall obligate either party to disclose to the other party any information that would be prohibited from disclosure under confidentiality agreements with third parties, including, without limitation, licenses; and any such information shall only be disclosed to the other party after appropriate confidentiality agreements have been entered into or appropriate consents obtained. The terms and provisions of this Section shall survive the termination of the Letter Agreement for a period of two (2) years.

The terms and conditions set forth herein constitute a complete and exclusive statement of agreement between the parties hereto, regardless of any terms contained in any order, acknowledgment or any other instrument. No statements or agreements, oral or written, not contained herein shall vary or modify the terms hereof. Neither party shall claim any amendments, modifications, or release from any provisions hereof unless the same is in writing signed by each of the parties hereto and specifically states the same is an amendment to the Letter Agreement. Waiver by either party hereto of any breach by the other party of the terms and conditions hereof shall not be construed as a waiver of any other breach.

Seller, for itself and its successors and assigns, agrees to indemnify, defend and hold Purchaser and its affiliates and their respective directors, officers, employees and agents harmless from and against all (a) claims, demands, damages, actions and causes of actions, and costs and expenses in connection therewith or related thereto (including without limitation attorney's fees and court costs) arising from property damage, bodily injury or death of third parties, directly caused by Seller's unlawful or negligent performance under the Letter Agreement, and (b) all fines, penalties, costs, losses or expenses incurred by Purchaser by reason of Seller's violation of any applicable federal, state and local laws, ordinances or regulations directly related to producing, supplying, transporting, delivering or using coal under the Letter Agreement. Purchaser shall give Seller prompt written notice of any claim, demand or suit of which Purchaser receives notice arising out of or in connection with the Letter Agreement and covered by this indemnity. Purchaser shall have the right to reasonably participate in any defense provided by Seller, including the selection of local counsel. The indemnification provision shall survive the expiration or earlier termination of the Letter Agreement.

Seller agrees to conform to Purchaser's environmental, health, and safety standards as follows:

1. **Compliance and Indemnification.** Seller shall comply with all applicable EHS laws and shall indemnify Purchaser against any EHS claims and costs arising from Seller's performance under the Letter Agreement.

2. **Audits.** Purchaser may audit Seller's EHS compliance. Within thirty (30) days of Purchaser's request, Seller shall deliver to Purchaser (1) all records regarding (a) Seller's actual or alleged violations of EHS laws and (b) EHS claims asserted against Seller, in each case in the five year period preceding Purchaser's request and (2) any executed consent form(s) necessary for Purchaser to obtain from regulatory agencies and other third parties information regarding Seller's EHS compliance.

3. **Definitions (as used in the Letter Agreement).**

    a. **Claim** means administrative, regulatory or judicial action, suite, dispute, liability, judgment, penalty, damages, directive, order or claim.

    b. **EHS** means relating to the management of any material or the protection of human health, public safety, occupational/mine safety and health, the environment or natural resources.

    c. **Indemnify** means to indemnify, defend, and reimburse the indemnitee and its successors and assigns on an after-tax basis.

    d. **Law** means any binding authority, demand, or permitting requirement issued by a legislative, judicial, or executive governmental body.

    e. **Manage or management, with respect to any material,** means the manufacture, disturbance, generation, use, transportation, emission, discharge, treatment, storage, disposal, release, or threatened release thereof.

Further (a) Notwithstanding any provision in the Letter Agreement to the contrary, neither party shall be liable hereunder for incidental, special, punitive, consequential or other indirect loss or damage, or for lost profits, business, tax credits or any other special or incidental loss or

damage. The parties further agree that the waivers and disclaimers of liability expressed in this Letter Agreement shall survive termination of the Letter Agreement, and shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability or breach of warranty of any party released or whose liabilities are waived or disclaimed. Except as otherwise provided, neither party makes any warranties or guarantees to the other, either express or implied, with respect to the subject matter of the Letter Agreement, and both parties disclaim and waive any implied warranties or warranties imposed by law, (b) Notwithstanding any provision of the Letter Agreement to the contrary, the parties recognize the Purchaser is a corporation formed under the laws of the State of Florida and the Seller is a company formed under the laws of the State of Florida, and that no past, present or future shareholder, officer, director, member or manager of either party shall have any personal liability for any obligation whatsoever or howsoever arising (including under contract or in tort or equity) under or with respect to the Letter Agreement or the transaction contemplated hereby, or applicable law with respect thereto. Neither Purchaser nor Seller shall (i) assert or seek to assert any claim against, (ii) name in any civil action or proceeding or arbitration, or (iii) seek or obtain any judgment, order or decree against any member, manager, shareholder, officer, employee, agent or representative of Purchaser or Seller, with respect to Purchaser's or Seller's obligations under the Letter Agreement.

If Purchaser and Seller are each required to pay any amount to each other, then such amounts with respect to each other may be aggregated and the Purchaser and Seller may discharge their obligations to pay through netting, in which case the Purchaser or Seller, if any, owing the greater aggregate amount may pay to the other party the difference between the amounts owed. The Purchaser or Seller reserves to itself all rights, setoffs, counterclaims, and other remedies and defenses consistent with this Letter Agreement, to the extent not expressly herein waived or denied, which the Purchaser or Seller has or may be entitled to arising from or out of this Letter Agreement. The obligations to make payment under this Letter Agreement may be offset against each other, setoff or recouped there from. For the purpose of this section only, Purchaser and Seller shall also mean any affiliates, subsidiaries, or other related entities of Purchaser and Seller.

Additionally, Seller represents to and covenants with Purchaser that it has obtained and will maintain or cause to be maintained at its expense:

1. At a minimum, Automobile Liability Insurance applying to own, non-owned and hired vehicles with a limit of $1 Million combined single limit coverage per occurrence. Additionally, Umbrella Liability coverage with a minimum of $1 Million limit per occurrence is desired.

2. Workers' Compensation, Employees' Liability insurance with a minimum of $500,000 Accident, $500,000 Disease and $500,000 Employee coverage.

3. Employers' Liability Insurance with a minimum of $1 Million coverage per claim.

The Letter Agreement dated November 24, 2003, and these Terms and Conditions constitute the agreement in total between the parties. Neither party hereto shall claim any amendments, modifications, or release from any of the provisions hereof unless the same is in writing, signed by each of the parties hereto and specifically states the same is an amendment to the Letter Agreement and these Terms and Conditions. Waiver by either party of any part of the Letter Agreement or these Terms and Conditions shall not be construed as a waiver of any other breach.

These Terms and Conditions may be executed in any number of counterparts, including by means of facsimile signatures, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Agreed to and accepted this _____ day of _____, 2003.

"Purchaser"	"Seller"
By: _____	By: _____
Its: Vice President Coal Procurement	Its: _____

Ceredo DR

Progress Energy

November 25, 2003

SENT VIA FAX NO. 304/526-0703

Mr. Mike Gatens
Senior Vice President
Kanawha River Terminals, Inc.
Post Office Box 308
Ceredo, West Virginia 25507

Dear Mr. Gatens:

This letter will confirm our acceptance of your offer of November 18, 2003, wherein you offered Progress Fuels Corporation (PFC) 10,000 tons of "compliance" coal for delivery during the period of November 1, 2003 through December 31, 2003.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	QUALITY
MOISTURE	8.5 MAX.
ASH %	13.50 MAX.
SULFUR	1.2 LB/SO_2 MAX.
BTU/LB	12,200 MIN.
VOLATILE %	32.00 MIN.
GRIND	43-45
SIZE	2" x 0"
FINES (-1/4" x 0")	45 MAX.

The price on this coal will be [redacted] per ton f.o.b. barge, Marmet Pool, Kanawha River and includes [redacted] for trucking and transloading costs, and will be based on a guarantee of 12,200 Btu/LB. Premium or penalty, if any, will be computed from the guarantee at the rate of $.312 per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations,* are payable fifteen (15) days from receipt and should be sent to the attention of Ms. Carrie Leonard, Senior Accountant, at Progress Fuels Corporation, Post Office Box 15208, St. Petersburg, Florida, 33733.

This coal will be sampled by an independent contractor employed by PFC. These samples will govern payment.

This coal will be shipped barge. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

If you are in agreement with the terms and conditions outlined above and the attached Terms and Conditions, please indicate so by signing in the acceptance blocks provided below and on the last page of the attached Terms and Conditions, and return one complete and fully executed original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Ms. C. R. Clarke
Mrs. D. M. Davis
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the _____ day of _____, 2003.

Kanawha River Terminals, Inc.

*By:*_____
*Its:*_____

TERMS AND CONDITIONS
MADE A PART OF
LETTER AGREEMENT DATED NOVEMBER 25, 2003

These Terms and Conditions shall be a part of, and incorporated in, the above-identified Letter Agreement. Commencement of deliveries by Seller shall constitute acceptance of all the terms stated in the Letter Agreement, as well as all of the following General Terms and Conditions even advance of Seller's signature.

All coal purchased hereunder shall be received subject to Purchaser's right of inspection and rejection. Rejected coal will be held at Seller's risk for a reasonable time and will be returned or disposed of according to Seller's instructions and at Seller's expense. The net proceeds of any such disposition will be credited to Seller's account. Payment in whole or in part by Purchaser for coal purchased hereunder shall not constitute an acceptance of coal, which is rightfully rejected.

Should Seller default in whole or in part as to quantity or quality of coal under this Letter Agreement, Purchaser shall have, in addition to any other rights it may have at law or in equity, the right to acquire suitable substitute or replacement coal. In such event, Seller shall reimburse Purchaser for the amount by which the cost of substitute or replacement coal exceeds the price of coal under the Letter Agreement. The quality analysis performed by an independent certified testing company selected by Purchaser would be final and binding as to all questions of quality.

If shipment is not made of coal to be supplied hereunder by the date specified on the front of the Letter Agreement and deferred shipment has not been approved by Purchaser, Purchaser shall not be required to accept delivery of such shipments or Purchaser may elect to accept such shipments without prejudice to its rights hereunder. If at any time, Seller has reason to believe that deliveries will not be made as scheduled, he shall immediately give written notice setting forth the cause of the anticipated delay. Seller shall be responsible for any demurrage as the result of this delay.

For purposes of these Terms and Conditions, a "shipment" shall mean the quantity actually received in any vessel, barge, or unit train. If the coal delivered hereunder in any single shipment fails to meet any of the specifications set out in the Letter Agreement other than sulfur content, Purchaser shall have each of the following options to be exercised in its sole discretion:

1. Purchaser may notify Seller that Purchaser will accept such coal subject to and in accordance with the provisions set forth in the Letter Agreement; provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

2. Purchaser will have the option to reject any shipment which exceeds any of the minimum/maximum specifications listed in the Letter Agreement, and Purchaser may notify Seller to suspend further deliveries of coal hereunder until Seller demonstrates to Purchaser's sole satisfaction that it can deliver coal that will conform on a per shipment basis to the specifications set forth in Letter Agreement; provided, however, that

Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder. If Seller fails to make the above demonstration to Purchaser's satisfaction within thirty (30) days after notice by Purchaser, Purchaser shall have the right to terminate or cancel this Agreement and, in addition, pursue every other remedy provided by law or equity. Should legal proceedings be instituted by Purchaser to recoup its losses or damage hereunder, it shall, in addition, be entitled to recover from Seller all court costs, reasonable attorney's fees and any expenses incurred by Purchaser, incident to such proceeding.

Should Seller become insolvent, or a voluntary or involuntary petition is filed as to Seller under the United States Bankruptcy Code, or a receivership or similar proceeding be filed as to Seller, the Purchaser may, at its option and in its sole discretion anytime thereafter upon giving written notice, terminate the Letter Agreement in whole or in part. The foregoing remedy of Purchaser is not to be considered exclusive, but shall be cumulative and be in addition to any other remedies of Purchaser as provided herein.

As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, permitting, judicial rule or order adopted, amended or newly interpreted subsequent to the date of the Letter Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, handling, processing or loading of coal by Seller or the receiving, handling, transporting and/or delivering by Purchaser's carrier thereof or the accepting, handling, utilizing and/or unloading thereof by Purchaser or Purchaser's intended buyer, Progress Energy Florida (PEF).

In the event performance of Seller's obligations hereunder or Purchaser's obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by the Letter Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except at the sole discretion of the Purchaser. In the event force majeure results in a partial reduction in the total quantity of coal Seller is obligated to deliver hereunder, the quantity of coal Seller shall be obligated to deliver to Purchaser hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this section multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the term of the Letter Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict PEF from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under the Letter Agreement unless its effect can be avoided in a lawful manner and will not, in PEF's sole judgment, result in unreasonable expense to PEF, the obligations of the parties hereto shall be totally excused during the continuance of such force majeure.

Seller shall not, without Purchaser's prior written consent, which consent will not unreasonably be withheld, (i) make any assignment or transfer of the Letter Agreement, by operation of law or otherwise, including without limitation any assignment, encumbrance or transfer as security for any obligation, or (ii) assign or transfer the right or duty to perform any obligation of Seller hereunder; provided, however, that Seller may assign the right to receive payments for coal sold hereunder directly from Purchaser to a lender as part of any accounts receivable financing or other revolving credit arrangement which Seller may have now or at any time during the term of the Letter Agreement. Seller may assign the Letter Agreement to an affiliate of Seller, or as part of a merger or consolidation, involving Seller, provided, however, that in the case of an assignment to an affiliate, Seller shall remain liable for the performance and for the obligations of the assignee.

The terms and provisions hereof shall be construed and enforced in accordance with the laws of the state of West Virginia.

Each party shall maintain the terms of the Letter Agreement and any information or data relating hereto, including site visits, in confidence and, except as may be required by law, shall not disclose such information or data or any other information concerning the performance or administration of the Letter Agreement to any other party other than a party's officers, directors, members, employees, contractors, agents, attorneys, accountants or financial advisers who have a need to have access thereto or as required by applicable law, regulation or judicial or governmental order. If either party is required to disclose any information required by this Section to be maintained as confidential in a judicial, administrative or governmental proceeding, such party shall give the other party at least ten (10) days prior written notice (unless less time is permitted by the applicable proceeding) before disclosing any such information in any such said proceeding and, in making such disclosure, the party required to disclose the information shall disclose only that portion thereof required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, including obtaining protective orders and supporting the other party in intervention. Nothing contained herein shall obligate either party to disclose to the other party any information that would be prohibited from disclosure under confidentiality agreements with third parties, including, without limitation, licenses; and any such information shall only be disclosed to the other party after appropriate confidentiality agreements have been entered into or appropriate consents obtained. The terms and provisions of this Section shall survive the termination of the Letter Agreement for a period of two (2) years.

The terms and conditions set forth herein constitute a complete and exclusive statement of agreement between the parties hereto, regardless of any terms contained in any order, acknowledgment or any other instrument. No statements or agreements, oral or written, not contained herein shall vary or modify the terms hereof. Neither party shall claim any amendments, modifications, or release from any provisions hereof unless the same is in writing signed by each of the parties hereto and specifically states the same is an amendment to the Letter Agreement. Waiver by either party hereto of any breach by the other party of the terms and conditions hereof shall not be construed as a waiver of any other breach.

Seller, for itself and its successors and assigns, agrees to indemnify, defend and hold Purchaser and its affiliates and their respective directors, officers, employees and agents harmless from and against all (a) claims, demands, damages, actions and causes of actions, and costs and expenses in connection therewith or related thereto (including without limitation attorney's fees and court costs) arising from property damage, bodily injury or death of third parties, directly caused by Seller's unlawful or negligent performance under the Letter Agreement, and (b) all fines, penalties, costs, losses or expenses incurred by Purchaser by reason of Seller's violation of any applicable federal, state and local laws, ordinances or regulations directly related to producing, supplying, transporting, delivering or using coal under the Letter Agreement. Purchaser shall give Seller prompt written notice of any claim, demand or suit of which Purchaser receives notice arising out of or in connection with the Letter Agreement and covered by this indemnity. Purchaser shall have the right to reasonably participate in any defense provided by Seller, including the selection of local counsel. The indemnification provision shall survive the expiration or earlier termination of the Letter Agreement.

Seller agrees to conform to Purchaser's environmental, health, and safety standards as follows:

1. **Compliance and Indemnification.** Seller shall comply with all applicable EHS laws and shall indemnify Purchaser against any EHS claims and costs arising from Seller's performance under the Letter Agreement.

2. **Audits.** Purchaser may audit Seller's EHS compliance. Within thirty (30) days of Purchaser's request, Seller shall deliver to Purchaser (1) all records regarding (a) Seller's actual or alleged violations of EHS laws and (b) EHS claims asserted against Seller, in each case in the five year period preceding Purchaser's request and (2) any executed consent form(s) necessary for Purchaser to obtain from regulatory agencies and other third parties information regarding Seller's EHS compliance.

3. **Definitions (as used in the Letter Agreement).**

    a. **Claim** means administrative, regulatory or judicial action, suite, dispute, liability, judgment, penalty, damages, directive, order or claim.

    b. **EHS** means relating to the management of any material or the protection of human health, public safety, occupational/mine safety and health, the environment or natural resources.

    c. **Indemnify** means to indemnify, defend, and reimburse the indemnitee and its successors and assigns on an after-tax basis.

    d. **Law** means any binding authority, demand, or permitting requirement issued by a legislative, judicial, or executive governmental body.

    e. **Manage or management, with respect to any material,** means the manufacture, disturbance, generation, use, transportation, emission, discharge, treatment, storage, disposal, release, or threatened release thereof.

Further (a) Notwithstanding any provision in the Letter Agreement to the contrary, neither party shall be liable hereunder for incidental, special, punitive, consequential or other indirect loss or damage, or for lost profits, business, tax credits or any other special or incidental loss or

damage. The parties further agree that the waivers and disclaimers of liability expressed in this Letter Agreement shall survive termination of the Letter Agreement, and shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability or breach of warranty of any party released or whose liabilities are waived or disclaimed. Except as otherwise provided, neither party makes any warranties or guarantees to the other, either express or implied, with respect to the subject matter of the Letter Agreement, and both parties disclaim and waive any implied warranties or warranties imposed by law, (b) Notwithstanding any provision of the Letter Agreement to the contrary, the parties recognize the Purchaser is a corporation formed under the laws of the State of Florida and the Seller is a company formed under the laws of the State of Florida, and that no past, present or future shareholder, officer, director, member or manager of either party shall have any personal liability for any obligation whatsoever or howsoever arising (including under contract or in tort or equity) under or with respect to the Letter Agreement or the transaction contemplated hereby, or applicable law with respect thereto. Neither Purchaser nor Seller shall (i) assert or seek to assert any claim against, (ii) name in any civil action or proceeding or arbitration, or (iii) seek or obtain any judgment, order or decree against any member, manager, shareholder, officer, employee, agent or representative of Purchaser or Seller, with respect to Purchaser's or Seller's obligations under the Letter Agreement.

If Purchaser and Seller are each required to pay any amount to each other, then such amounts with respect to each other may be aggregated and the Purchaser and Seller may discharge their obligations to pay through netting, in which case the Purchaser or Seller, if any, owing the greater aggregate amount may pay to the other party the difference between the amounts owed. The Purchaser or Seller reserves to itself all rights, setoffs, counterclaims, and other remedies and defenses consistent with this Letter Agreement, to the extent not expressly herein waived or denied, which the Purchaser or Seller has or may be entitled to arising from or out of this Letter Agreement. The obligations to make payment under this Letter Agreement may be offset against each other, setoff or recouped there from. For the purpose of this section only, Purchaser and Seller shall also mean any affiliates, subsidiaries, or other related entities of Purchaser and Seller.

Additionally, Seller represents to and covenants with Purchaser that it has obtained and will maintain or cause to be maintained at its expense:

1. At a minimum, Automobile Liability Insurance applying to own, non-owned and hired vehicles with a limit of $1 Million combined single limit coverage per occurrence. Additionally, Umbrella Liability coverage with a minimum of $1 Million limit per occurrence is desired.

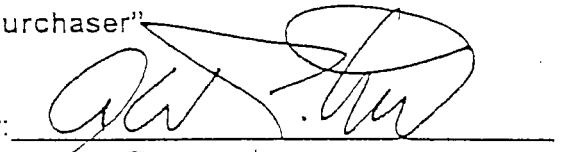
2. Workers' Compensation, Employees' Liability insurance with a minimum of $500,000 Accident, $500,000 Disease and $500,000 Employee coverage.

3. Employers' Liability Insurance with a minimum of $1 Million coverage per claim.

The Letter Agreement dated November 25, 2003, and these Terms and Conditions constitute the agreement in total between the parties. Neither party hereto shall claim any amendments, modifications, or release from any of the provisions hereof unless the same is in writing, signed by each of the parties hereto and specifically states the same is an amendment to the Letter Agreement and these Terms and Conditions. Waiver by either party of any part of the Letter Agreement or these Terms and Conditions shall not be construed as a waiver of any other breach.

These Terms and Conditions may be executed in any number of counterparts, including by means of facsimile signatures, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Agreed to and accepted this _____ day of _____, 2003.

"Purchaser"	"Seller"
By: 	By: _____
Its: Vice President Gas Procurement	Its: _____

Eped Dr

Progress Energy

January 10, 2003

Mr. Michael P. Gatens
Black Hawk Synfuel LLC
As Agent for New River Synfuel LLC
Post Office Box 308
Ceredo, West Virginia 25507

RE: SALES ORDER 600636 BETWEEN PROGRESS FUELS CORPORATION (PROGRESS) AND BLACK HAWK SYNFUEL LLC, AS AGENT FOR NEW RIVER SYNFUEL LLC DATED MAY 1, 2002

Dear Mr. Gatens:

The purpose of this letter is to confirm our recent discussion regarding the above referenced sales order (see attachment).

Progress desires to have a certain amount of the synfuel product shipped each month to be shipped as crushed run of mine coal (CROM). This CROM blended with the synfuel will provide us with a product that contains an overall courser material than straight synfuel. Therefore, by copy of this letter, Kanawha River Terminals has the permission to ship CROM at the contract price of [redacted] The tonnage will be directed on a month-to-month basis by Progress.

All other terms and conditions as stated in the above referenced sales order will apply.

If you concur with the above, please indicate so by signing in the signature block provided below and returning one original to me for my files.

Sincerely,

A. W. Pitcher
Vice President, Coal Procurement

AWP/ro

cc: Mrs. Donna M. Davis, Mrs. Mary J. Kuderick, Mr. F. Michael Lelak, Ms. Carrie A. Leonard, Mrs. Tina M. McRoberts, Mrs. Virginia M. Muehlendyck, Mr. Roy F. Potter, Mr. William Traywick

Agreed to and accepted this the 12 day of Jan, 2003.

Black Hawk Synfuel LLC as Agent for New River Synfuel LLC

By: _____
Its: Sr. V.P.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

BLACK HAWK SYNFUEL LLC
AS AGENT FOR NEW RIVER SYNFUEL LLC
SALES ORDER

Main & River, P.O. Box 308
Ceredo, West Virginia 25507

SELLER/PHONE NO.
BLACK HAWK SYNFUEL LLC
MAIN & RIVER
P.O BOX 308
CEREDO, WV 25507
304-526-0700

BUYER/PHONE NO.
PROGRESS FUELS CORPORATION
One Progress Plaza/P.O. Box 15208
St. Petersburg, FL/33733
ATTN: Dennis Edwards, VP Coal Procurement
727-824-6673

We agree to sell and you agree to purchase Synfuel with the following guaranteed specifications, subject to EFC's letter dated 05/01/02, and the terms and conditions set forth below and attached.

SHIPMENTS		*PAYMENTS*	
Ship from:	*KRT's Marmet or Quincy Dock*	*Sales Order No:*	*600636*
Stockpile number:		*Date issued:*	May 1, 2002
Shipping period:	May 1, 2002 - Oct 31, 2003	*Payment terms:*	Upon Receipt Of Invoice.
Effective date:	May 1, 2002	Quality Adjustments:	Btu @ [redacted] Pro rata based upon a 12500 Guarantee.
Transportation paid by:	Seller		

TONNAGE	SIZE	MINE NAME	BASE PRICE PER TON FOB Barge	PIT
Up To 950,000 tons SEE SPECIAL INSTRUCTIONS BELOW	Synfuel	2002-2003 Price	[redacted]	

QUALITY SPECIFICATIONS				
	GUARANTEE	REJECT	*ADJUSTMENTS*	
Moisture:	8.00%	>10.0%	*Moisture:*	
Ash:	12.00%	>13.5%	*Ash:*	N/A
Sulfur-%	0.68	>0.68	*Sulfur/SO_2:*	N/A
Btu:	12,500	<12000	*Btu:*	See Above
VOL:	31%	<29.0%	*Other:*	

WEIGHT DETERMINATION		*ANALYSIS DETERMINATION*	
Scaled Weight:	N/A	*Sampled at:*	Quincy Dock
Draft Survey:	Commercial Testing	*Sampled by:*	Commercial Testing

SPECIAL INSTRUCTIONS: All Guaranteed quality, excepting SO2, will be determined on a monthly composite. SO2 will be based on a per shipment basis. For additional terms and conditions, see attached. *Buyer and Seller have agreed that this Sales Order in combination with Sales Order 9011 shall have* a maximum tonnage of 950,000 total tons to be shipped from either Marmet or Quincy Docks.

ACCEPTED BY:
Seller

A.W. PITCHER
VICE PRESIDENT SALES

APPROVED BY:
Buyer

Dennis G. Edwards
VICE PRESIDENT-CSX/BARGE COAL PROCUREMENT

Progress Energy

September 11, 2003

SENT VIA FAX NO. 304-453-6917

Mr. Joseph B. Jefferson
Progress Fuels Corporation
Post Office Box 308
Ceredo, West Virginia 25507

RE: LETTER AGREEMENT DATED AUGUST 25, 2003

Dear Mr. Jefferson:

In accordance with subject Letter Agreement dated August 25, 2003, and your letter of September 3, 2003, this letter will confirm Progress Fuels Corporation's (PFC) desire to purchase an additional 2 trains or approximately 20,000 tons of 1.2LB SO_2 compliance coal for delivery in September 2003.

The specifications and conditions of subject letter agreement will govern this purchase with the exception of source as noted below:

Source: One (1) train to be delivered from Massey Coal's Hutchinson, West Virginia, tipple originating in the Kanawha River District of the CSX and subject to a [redacted] discount for transportation considerations.

One (1) train to be delivered from Diamond May. Provided, however, if Diamond May is unable to load this train, a train from Massey Coal's Hutchinson, West Virginia, tipple will be substituted and subject to the same [redacted] discount for transportation considerations as noted above.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President – Coal Procurement

AWP/ro

cc: Ms. C. R. Clarke
Mrs. D. M. Davis
Mr. W. P. Traywick
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the _____ day of _____, 2003.

Progress Fuels Corporation

*By:*_____
*Its:*_____

GMO DRC

Progress Energy

August 25, 2003

SENT VIA FAX NO. 304-453-6917

Mr. Joseph B. Jefferson
Progress Fuels Corporation
Post Office Box 308
Ceredo, West Virginia 25507

Dear Mr. Jefferson:

This letter will confirm Progress Fuels Corporation's (PFC) acceptance of your offer on behalf of Diamond May Coal Company dated August 20, 2003, wherein PFC agreed to purchase 4 trains or approximately 40,000 tons of 1.2LB SO_2 compliance coal for delivery in August (2 trains) and September (2 trains) 2003, with a mutual agreement to re-open the arrangement prior to the end of the year, should additional trains be available, on an as-needed/as-available basis.

This coal shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay, and other impurities and are expected to meet the following specifications on an "as-received" basis:

SPECIFICATION	REQUIREMENT
TONNAGE	40,000
SIZE	2" x 0"
SULFUR	1.2 LB SO_2 MAXIMUM
ASH	10.00% MAXIMUM
MOISTURE	8.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2650 DEGREES FAHRENHEIT MINIMUM
VOLATILE	32% MINIMUM
BTU	12,800/LB MINIMUM
GRIND	45 MINIMUM HARDGROVE

The price on this coal will be [redacted] f.o.b. railcar, and will be based on a guarantee of 12,800 Btu/LB. Premium or penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable fifteen (15) days from receipt and should be sent to the attention of Ms. Carrie Leonard, Senior Accountant, at Progress Fuels Corporation, Post Office Box 15208, St. Petersburg, Florida, 33733.

These coals will be sampled as loaded at Diamond May by an independent contractor employed by PFC. These samples will govern payment. Excess loading costs resulting from your failure to comply with the railroad's loading requirements will be for your account.

This coal will be shipped by rail in PFC-owned railcars. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

If you are in agreement with this Letter Agreement and the attached Terms and Conditions, which constitutes our entire agreement, please indicate so by signing in the acceptance block on both documents and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

Attachment

cc/att: Ms. C. R. Clarke
Mrs. D. M. Davis
Mr. W. P. Traywick
Mrs. M. J. Kuderick
Mr. F. M. Lelak
Ms. C. A. Leonard
Mrs. T. M. McRoberts
Mrs. V. M. Muehlendyck
Mr. R. F. Potter

Agreed to and accepted this the _____ *day of* _____, 2003.

Progress Fuels Corporation

*By:*_____
*Its:*_____

TERMS AND CONDITIONS
MADE A PART OF
LETTER AGREEMENT DATED AUGUST 25, 2003

These Terms and Conditions shall be a part of, and incorporated in, the above-identified Letter Agreement. Commencement of deliveries by Seller shall constitute acceptance of all the terms stated in the Letter Agreement, as well as all of the following General Terms and Conditions even advance of Seller's signature.

All coal purchased hereunder shall be received subject to Purchaser's right of inspection and rejection. Rejected coal will be held at Seller's risk for a reasonable time and will be returned or disposed of according to Seller's instructions and at Seller's expense. The net proceeds of any such disposition will be credited to Seller's account. Payment in whole or in part by Purchaser for coal purchased hereunder shall not constitute an acceptance of coal, which is rightfully rejected.

Should Seller default in whole or in part as to quantity or quality of coal under this Letter Agreement, Purchaser shall have, in addition to any other rights it may have at law or in equity, the right to acquire suitable substitute or replacement coal. In such event, Seller shall reimburse Purchaser for the amount by which the cost of substitute or replacement coal exceeds the price of coal under the Letter Agreement. The quality analysis performed by an independent certified testing company selected by Purchaser would be final and binding as to all questions of quality.

If shipment is not made of coal to be supplied hereunder by the date specified on the front of the Letter Agreement and deferred shipment has not been approved by Purchaser, Purchaser shall not be required to accept delivery of such shipments or Purchaser may elect to accept such shipments without prejudice to its rights hereunder. If at any time, Seller has reason to believe that deliveries will not be made as scheduled, he shall immediately give written notice setting forth the cause of the anticipated delay. Seller shall be responsible for any demurrage as the result of this delay.

For purposes of these Terms and Conditions, a "shipment" shall mean the quantity actually received in any vessel, barge, or unit train. If the coal delivered hereunder in any single shipment fails to meet any of the specifications set out in the Letter Agreement other than sulfur content, Purchaser shall have each of the following options to be exercised in its sole discretion:

1. Purchaser may notify Seller that Purchaser will accept such coal subject to and in accordance with the provisions set forth in the Letter Agreement; provided, however, that Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder; or

2. Purchaser will have the option to reject any shipment which exceeds any of the minimum/maximum specifications listed in the Letter Agreement, and Purchaser may notify Seller to suspend further deliveries of coal hereunder until Seller demonstrates to Purchaser's sole satisfaction that it can deliver coal that will conform on a per shipment basis to the specifications set forth in Letter Agreement; provided, however, that

Purchaser's exercise of this option shall in no way constitute a waiver of Purchaser's right at any time thereafter to exercise any of the other options set forth herein with respect to subsequent deliveries of coal hereunder. If Seller fails to make the above demonstration to Purchaser's satisfaction within thirty (30) days after notice by Purchaser, Purchaser shall have the right to terminate or cancel this Agreement and, in addition, pursue every other remedy provided by law or equity. Should legal proceedings be instituted by Purchaser to recoup its losses or damage hereunder, it shall, in addition, be entitled to recover from Seller all court costs, reasonable attorney's fees and any expenses incurred by Purchaser, incident to such proceeding.

Should Seller become insolvent, or a voluntary or involuntary petition is filed as to Seller under the United States Bankruptcy Code, or a receivership or similar proceeding be filed as to Seller, the Purchaser may, at its option and in its sole discretion anytime thereafter upon giving written notice, terminate the Letter Agreement in whole or in part. The foregoing remedy of Purchaser is not to be considered exclusive, but shall be cumulative and be in addition to any other remedies of Purchaser as provided herein.

As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or damage to plant equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of civil or military authority, legislative, regulatory, permitting, judicial rule or order adopted, amended or newly interpreted subsequent to the date of the Letter Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, handling, processing or loading of coal by Seller or the receiving, handling, transporting and/or delivering by Purchaser's carrier thereof or the accepting, handling, utilizing and/or unloading thereof by Purchaser or Purchaser's intended buyer, Progress Energy Florida (PEF).

In the event performance of Seller's obligations hereunder or Purchaser's obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by the Letter Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except at the sole discretion of the Purchaser. In the event force majeure results in a partial reduction in the total quantity of coal Seller is obligated to deliver hereunder, the quantity of coal Seller shall be obligated to deliver to Purchaser hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during such period but for this section multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the term of the Letter Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict PEF from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under the Letter Agreement unless its effect can be avoided in a lawful manner and will not, in PEF's sole judgment, result in unreasonable expense to PEF, the obligations of the parties hereto shall be totally excused during the continuance of such force majeure.

Seller shall not, without Purchaser's prior written consent, which consent will not unreasonably be withheld, (i) make any assignment or transfer of the Letter Agreement, by operation of law or otherwise, including without limitation any assignment, encumbrance or transfer as security for any obligation, or (ii) assign or transfer the right or duty to perform any obligation of Seller hereunder; provided, however, that Seller may assign the right to receive payments for coal sold hereunder directly from Purchaser to a lender as part of any accounts receivable financing or other revolving credit arrangement which Seller may have now or at any time during the term of the Letter Agreement. Seller may assign the Letter Agreement to an affiliate of Seller, or as part of a merger or consolidation, involving Seller, provided, however, that in the case of an assignment to an affiliate, Seller shall remain liable for the performance and for the obligations of the assignee.

The terms and provisions hereof shall be construed and enforced in accordance with the laws of the state of West Virginia.

Each party shall maintain the terms of the Letter Agreement and any information or data relating hereto, including site visits, in confidence and, except as may be required by law, shall not disclose such information or data or any other information concerning the performance or administration of the Letter Agreement to any other party other than a party's officers, directors, members, employees, contractors, agents, attorneys, accountants or financial advisers who have a need to have access thereto or as required by applicable law, regulation or judicial or governmental order. If either party is required to disclose any information required by this Section to be maintained as confidential in a judicial, administrative or governmental proceeding, such party shall give the other party at least ten (10) days prior written notice (unless less time is permitted by the applicable proceeding) before disclosing any such information in any such said proceeding and, in making such disclosure, the party required to disclose the information shall disclose only that portion thereof required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, including obtaining protective orders and supporting the other party in intervention. Nothing contained herein shall obligate either party to disclose to the other party any information that would be prohibited from disclosure under confidentiality agreements with third parties, including, without limitation, licenses; and any such information shall only be disclosed to the other party after appropriate confidentiality agreements have been entered into or appropriate consents obtained. The terms and provisions of this Section shall survive the termination of the Letter Agreement for a period of two (2) years.

The terms and conditions set forth herein constitute a complete and exclusive statement of agreement between the parties hereto, regardless of any terms contained in any order, acknowledgment or any other instrument. No statements or agreements, oral or written, not contained herein shall vary or modify the terms hereof. Neither party shall claim any amendments, modifications, or release from any provisions hereof unless the same is in writing signed by each of the parties hereto and specifically states the same is an amendment to the Letter Agreement. Waiver by either party hereto of any breach by the other party of the terms and conditions hereof shall not be construed as a waiver of any other breach.

Seller, for itself and its successors and assigns, agrees to indemnify, defend and hold Purchaser and its affiliates and their respective directors, officers, employees and agents harmless from and against all (a) claims, demands, damages, actions and causes of actions, and costs and expenses in connection therewith or related thereto (including without limitation attorney's fees and court costs) arising from property damage, bodily injury or death of third parties, directly caused by Seller's unlawful or negligent performance under the Letter Agreement, and (b) all fines, penalties, costs, losses or expenses incurred by Purchaser by reason of Seller's violation of any applicable federal, state and local laws, ordinances or regulations directly related to producing, supplying, transporting, delivering or using coal under the Letter Agreement. Purchaser shall give Seller prompt written notice of any claim, demand or suit of which Purchaser receives notice arising out of or in connection with the Letter Agreement and covered by this indemnity. Purchaser shall have the right to reasonably participate in any defense provided by Seller, including the selection of local counsel. The indemnification provision shall survive the expiration or earlier termination of the Letter Agreement.

Seller agrees to conform to Purchaser's environmental, health, and safety standards as follows:

1. **Compliance and Indemnification.** Seller shall comply with all applicable EHS laws and shall indemnify Purchaser against any EHS claims and costs arising from Seller's performance under the Letter Agreement.

2. **Audits.** Purchaser may audit Seller's EHS compliance. Within thirty (30) days of Purchaser's request, Seller shall deliver to Purchaser (1) all records regarding (a) Seller's actual or alleged violations of EHS laws and (b) EHS claims asserted against Seller, in each case in the five year period preceding Purchaser's request and (2) any executed consent form(s) necessary for Purchaser to obtain from regulatory agencies and other third parties information regarding Seller's EHS compliance.

3. **Definitions (as used in the Letter Agreement).**

    a. **Claim** means administrative, regulatory or judicial action, suite, dispute, liability, judgment, penalty, damages, directive, order or claim.

    b. **EHS** means relating to the management of any material or the protection of human health, public safety, occupational/mine safety and health, the environment or natural resources.

    c. **Indemnify** means to indemnify, defend, and reimburse the indemnitee and its successors and assigns on an after-tax basis.

    d. **Law** means any binding authority, demand, or permitting requirement issued by a legislative, judicial, or executive governmental body.

    e. **Manage or management, with respect to any material,** means the manufacture, disturbance, generation, use, transportation, emission, discharge, treatment, storage, disposal, release, or threatened release thereof.

Further (a) Notwithstanding any provision in the Letter Agreement to the contrary, neither party shall be liable hereunder for incidental, special, punitive, consequential or other indirect loss or damage, or for lost profits, business, tax credits or any other special or incidental loss or

damage. The parties further agree that the waivers and disclaimers of liability expressed in this Letter Agreement shall survive termination of the Letter Agreement, and shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability or breach of warranty of any party released or whose liabilities are waived or disclaimed. Except as otherwise provided, neither party makes any warranties or guarantees to the other, either express or implied, with respect to the subject matter of the Letter Agreement, and both parties disclaim and waive any implied warranties or warranties imposed by law, (b) Notwithstanding any provision of the Letter Agreement to the contrary, the parties recognize the Purchaser is a corporation formed under the laws of the State of Florida and the Seller is a company formed under the laws of the State of Florida, and that no past, present or future shareholder, officer, director, member or manager of either party shall have any personal liability for any obligation whatsoever or howsoever arising (including under contract or in tort or equity) under or with respect to the Letter Agreement or the transaction contemplated hereby, or applicable law with respect thereto. Neither Purchaser nor Seller shall (i) assert or seek to assert any claim against, (ii) name in any civil action or proceeding or arbitration, or (iii) seek or obtain any judgment, order or decree against any member, manager, shareholder, officer, employee, agent or representative of Purchaser or Seller, with respect to Purchaser's or Seller's obligations under the Letter Agreement.

If Purchaser and Seller are each required to pay any amount to each other, then such amounts with respect to each other may be aggregated and the Purchaser and Seller may discharge their obligations to pay through netting, in which case the Purchaser or Seller, if any, owing the greater aggregate amount may pay to the other party the difference between the amounts owed. The Purchaser or Seller reserves to itself all rights, setoffs, counterclaims, and other remedies and defenses consistent with this Letter Agreement, to the extent not expressly herein waived or denied, which the Purchaser or Seller has or may be entitled to arising from or out of this Letter Agreement. The obligations to make payment under this Letter Agreement may be offset against each other, setoff or recouped there from. For the purpose of this section only, Purchaser and Seller shall also mean any affiliates,. subsidiaries, or other related entities of Purchaser and Seller.

Additionally, Seller represents to and covenants with Purchaser that it has obtained and will maintain or cause to be maintained at its expense:

1. At a minimum, Automobile Liability Insurance applying to own,. non-owned and hired vehicles with a limit of $1 Million combined single limit coverage per occurrence. Additionally, Umbrella Liability coverage with a minimum of $1 Million limit per occurrence is desired.

2. Workers' Compensation, Employees' Liability insurance with a minimum of $500,000 Accident, $500,000 Disease and $500,000 Employee coverage.

3. Employers' Liability Insurance with a minimum of $1 Million coverage per claim.

The Letter Agreement dated August 25, 2003, and these Terms and Conditions constitute the agreement in total between the parties. Neither party hereto shall claim any amendments, modifications, or release from any of the provisions hereof unless the same is in writing, signed by each of the parties hereto and specifically states the same is an amendment to the Letter Agreement and these Terms and Conditions. Waiver by either party of any part of the Letter Agreement or these Terms and Conditions shall not be construed as a waiver of any other breach.

These Terms and Conditions may be executed in any number of counterparts, including by means of facsimile signatures, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Agreed to and accepted this 25th day of August, 2003.

"Purchaser"	"Seller"
By: _____	By: _____
Its: Vice President Coal Procurement	Its: _____

Eisel Dsc

Progress Energy

March 6, 2003

Mr. Dayton Eisel
Director—Coal Sales
Riverside Synfuel LLC,
As agent for RC Synfuel LLC
410 South Wilmington Street, 333-3
Raleigh, North Carolina 27601

Dear Mr. Eisel:

This letter will confirm our communications of March 3, 2003, wherein Progress Fuels Corporation (PFC) agreed to purchase approximately six barges or 10,000 tons of 1.2 LB "compliance" synfuel during February—March of 2003 with ~~unilateral~~ mutual option to extend for an additional three months.

The price on these synfuels will be [redacted] per net ton f.o.b. barge, Ceredo Terminal, and will be based on a guarantee of 12,500 Btu/LB. Premium/penalty, if any, will be computed from the guarantee at the rate of [redacted] per 100 Btu on a weighted shipment basis. Invoices, *reflecting premium/penalty calculations*, are payable fifteen (15) days from receipt and should be sent to the attention of Mr. Bill Traywick, Controller, at 5625 Dillard Drive, Cary, North Carolina 27511-9227.

These synfuels will be sampled as loaded in the barge at your Ceredo terminals by an independent contractor employed by PFC. These samples will govern payment. Excess loading costs resulting from your failure to comply with the barge line's loading requirements will be for your account.

These synfuels shall be prepared so as to be free of excess quantities of bone, slate, shale, fire clay, wood, rock, loose clay and other impurities and are expected to meet the following specifications on an "as-received, per-shipment" basis:

SPECIFICATION	REQUIREMENT
SIZE <1/4"	2"X 0" MAXIMUM 50% MAXIMUM
SO_2	1.2 LB PER MILLION BTU MAXIMUM
ASH	12.0% MAXIMUM
MOISTURE	8.0% MAXIMUM
ASH SOFTENING TEMPERATURE	2600 DEGREES FAHRENHEIT MINIMUM
VOLATILE	31.0% MINIMUM
BTU	12,500/LB MINIMUM
GRIND	42 MINIMUM

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Synfuels not meeting a 12,500 Btu minimum, a "compliance" sulfur specification and a 31.0 percent volatile minimum may be rejected.

These Synfuels will be shipped by barge on the river system. Coordination of these shipments will be made with PFC's Mrs. Tina McRoberts at 727/824-6682. Coordination of sampling related matters will be with PFC's Mr. Roy F. Potter at 727/824-6684.

If you are in agreement with the terms and conditions outlined above, please indicate so by signing in the acceptance block provided below and returning one original for our files.

Thank you for working with us on this order. If you have any questions, please do not hesitate to contact us.

Sincerely,

A. W. Pitcher ro

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. D. M. Davis
Mrs. Mary J. Kuderick
Mr. F. Michael Lelak
Ms. Carrie A. Leonard
Mrs. Tina M. McRoberts
Mrs. Virginia M. Muehlendyck
Mr. Roy F. Potter
Mr. William Traywick

AGREED TO AND ACCEPTED THIS THE 2nd DAY OF June, 2003.

RIVERSIDE SYNFUEL LLC, AS AGENT FOR RC SYNFUEL LC

BY: A. H. Verm

ITS: Sr. VP


QUAKER COAL CO — AGREEMENTS
Sale & Purchase of Coal
CR 4+5
1998
50988

AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

BETWEEN

ELECTRIC FUELS CORPORATION

AND

QUAKER COAL COMPANY, INC.

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AGREEMENT FOR

THE SALE AND PURCHASE OF COAL

This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the ____ day of December, 1998, between ELECTRIC FUELS CORPORATION, a Florida corporation, 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida 33701, (hereinafter "PURCHASER") and QUAKER COAL COMPANY, INC., a Kentucky corporation, 329 West Main Street, Abingdon, Virginia 24210-2633, (hereinafter "SELLER").

WHEREAS, PURCHASER and SELLER hereby agree to terminate the existing Agreement for the Sale and Purchase of Coal dated November 23, 1998; and

WHEREAS, PURCHASER supplies coal to Florida Power Corporation, a Florida corporation (hereinafter "FPC"), under a long-term purchase and sale agreement for use as fuel at FPC's Crystal River Units No. 4 and No. 5 near Red Level, Citrus County, Florida (hereinafter "FPC's generating units"); and

WHEREAS, SELLER represents and warrants that SELLER owns or leases certain mineral interests to be known as Damron Fork Mine lying in Pike County, Kentucky, containing reserves in seams sufficient in quality and quantity to supply the coal covered by this Agreement (hereinafter referred to as the "Coal Property"); and

WHEREAS, PURCHASER desires to purchase and SELLER desires to mine and sell coal for use as fuel in FPC's Generating Units;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as herein stated and intending to be legally bound, PURCHASER and SELLER agree as follows:

1.01 Mutual Obligations. SELLER agrees to mine, sell and deliver to PURCHASER, and PURCHASER agrees to purchase from SELLER, coal of the quality and in the quantities and on the terms and conditions set forth below.

2.01 SELLER'S Reserves and Preparations for Selling Coal. SELLER represents and warrants that SELLER owns or leases the Coal Property. SELLER further represents and warrants that the Coal Property contains economically recoverable coal of a quality and in quantities which, under present mining laws, practices, governmental rules and regulations will be sufficient to satisfy all the requirements of this Agreement during the entire term of this Agreement. SELLER agrees and warrants that it will immediately proceed to mine coal from the Coal Property and provide loading facilities capable of loading at the rate required to comply with this Agreement, all on such a schedule as to put SELLER in position to commence its sales and deliveries of coal to PURCHASER in accordance with the further provisions hereof. SELLER hereby expressly dedicates to PURCHASER sufficient reserves of coal meeting the quality specifications hereof and lying on or in the Coal Property so as to fulfill the quantity specifications hereof. SELLER shall not ship any coal hereunder mined from any source other than the Coal Property without the prior written approval of PURCHASER.

3.01 Quantity and Source. During calendar year 1999 the quantity of coal to be delivered hereunder shall be 400,000 tons. During each subsequent calendar year during the term hereof, the quantity of coal to be delivered hereunder shall be 450,000 tons, prorated for any partial calendar year. At PURCHASER'S option, to be declared in writing by October 1 of the preceding calendar year, annual quantity may be varied between 400,000 tons and 500,000 tons. Coal to be supplied under this Agreement shall only be from the Coal Property.

4.01 Term. Unless sooner terminated in accordance with the provisions hereof, this Agreement will continue in effect for a period of thirty-six (36) months from January 1, 1999.

5.01 Base Price Per Ton of Coal. The base price per ton of coal, beginning January 1, 1999, f.o.b. SELLER'S mine loading site, loaded in the railcar or truck, (hereinafter "base price") shall be [redacted] per ton ("ton" as used herein means 2,000 LB avoirdupois weight). The base price per ton of coal, beginning July 1, 1999, f.o.b. SELLER'S mine loading site, loaded in the railcar or truck, (hereinafter "base price") shall be $25.50 per ton ("ton" as used herein means 2,000 LB avoirdupois weight).

5.02 Annual Price Review. On or before November 1, 1999, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2000. On or before November 1, 2000, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2001. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2000, this Agreement

shall terminate on December 31, 1999. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2001, this Agreement shall terminate on December 31, 2000.

6.01 Adjustments for Quality of Coal. The base price for coal to be sold to PURCHASER under this Agreement shall be further adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto.

6.02 Billing and Payment. SELLER shall invoice PURCHASER monthly for the coal delivered to PURCHASER during the preceding month at the base price as adjusted under Section 5.02 hereof. Each invoice shall be paid by PURCHASER within twenty (20) days of the date of the invoice or fifteen (15) days from receipt of the invoice, whichever is later. Adjustments under Section 6.01 shall be separately stated, and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the monthly invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

7.01 Delivery and Title. Delivery shall commence during January 1999. Time is of the essence. Delivery will be at PURCHASER'S option as provided in Section 7.02, in railroad cars or trucks f.o.b. the Coal Property and will be so scheduled as to permit loading in unit train lots in accordance with the terms of the applicable contract or tariff (as defined hereinafter). PURCHASER represents that it will supply transportation equipment as required for delivery. Delivery shall be in approximately equal monthly installments wherever possible; however, PURCHASER retains the right to alter monthly shipping schedules on a reasonable basis to meet monthly burn requirements at FPC's

Generating Units and to conform to PURCHASER'S unit train and unit tow tonnage requirements. Title to the coal and risk of loss thereof shall transfer to PURCHASER at the time the trains or trucks are completely loaded and have been released by SELLER.

7.02 Shipment; Applicable Contract or Tariff. It is currently contemplated that coal sold hereunder will be shipped by rail from SELLER'S unit train loading facilities at Damron Fork to destinations specified by PURCHASER. Notwithstanding the foregoing, PURCHASER shall have the option to ship the coal by rail to river docks for movement on the American inland waterway system. Coal for shipment by river from a single origin shall be scheduled in shipments of up to 10,000-ton unit trains.

Unless waived in writing by PURCHASER (as may be done in the case of river shipments), SELLER will provide, at its own expense, off-mainline rail trackage sufficient for efficient and dependable loading of unit trains at or near the mine loading site or at another mutually acceptable location in accordance with schedules set by PURCHASER. SELLER shall operate such loading facilities twenty-four (24) hours per day, seven (7) days per week, if and as needed, regardless of mine holidays or vacation periods, and shall fully load unit trains comprised of up to ninety (90) one-hundred (100) ton cars within four (4) hours of their arrival (minimum weight 9,600 tons per 90-car unit train or 107.0 minimum tons per car) at such loading facilities or in accordance with the applicable contract or tariff for shipments hereunder. SELLER shall load each car at least to the minimum tonnage requirements of the railroad as defined in the CSXT-8200 Series Tariff in effect at the time shipments are made. "Arrival" shall be deemed to have occurred when the SELLER is notified by the CSX trainmaster that a train is available for loading. Requests by the SELLER to the CSX to "hold" trains will not allow SELLER to avoid charges referenced in Appendix B.

In no event shall SELLER load a car in excess of the maximum weight limitation of 270,000 pounds in gross weight or as currently allowed by the railroad over the route of movement. If a car is found to be loaded in excess of the maximum weight limitation, the provision and charges published in Item 400, Tariff ICC CSXT-8200-Series, including supplements thereto or reissues thereof, will apply; and SELLER shall be responsible for such charges.

Shipment of coal under this Agreement (other than by truck) shall be made in accordance with the contract which PURCHASER has negotiated with the railroad or in the absence thereof the applicable tariff (herein called the "applicable contract or tariff"). SELLER acknowledges receipt of same and expressly assumes the obligations imposed on the consignor under the applicable contract or tariff, and SELLER agrees to load unit trains in a manner and at an effective rate sufficient to load the quantities of coal scheduled for delivery under this Agreement and sufficient to qualify PURCHASER for the applicable contract or tariff without demurrage, car detention, dead freight or other penalties or charges; provided, however, that PURCHASER provides transportation equipment on a regularly scheduled basis sufficient to enable SELLER to fulfill the terms of this Agreement. SELLER agrees and warrants that no agreement of SELLER providing for the joint use of surface facilities will interfere with or impair SELLER'S obligations as set forth in this Agreement. The provisions of Sections 7.04 and 7.05 of this Agreement shall not be deemed to limit or modify any of SELLER'S obligations or PURCHASER'S rights hereunder.

If the applicable contract or tariff is amended, supplemented or replaced, subsequent shipments of coal shall be made by SELLER in accordance with the terms of the applicable contract or tariff as amended, supplemented or replaced. Notwithstanding anything in this Agreement to the contrary, if the applicable contract or tariff as amended,

supplemented or replaced imposes more costly car-loading terms, conditions or duties on SELLER than those specifically assumed by SELLER under this Agreement, PURCHASER either shall pay SELLER, as a direct result of the imposition of such additional costly car-loading terms, conditions or duties on SELLER, reasonable additional per ton charges or, at PURCHASER'S sole discretion, may terminate the Agreement. Payments shall begin within thirty (30) days after receipt from SELLER of a written statement itemizing such costs (which may include SELLER'S additional costs for labor, materials, amortization of capital items or a combination of these) and showing facts necessary to permit PURCHASER to verify such costs.

7.03 Freight Charges. Subject to reimbursement provided by Sections 7.04 and 7.05, PURCHASER shall pay all freight and other charges imposed by the applicable contract or tariff.

7.04 Excess Loading Costs Chargeable to SELLER. If SELLER fails to satisfy the loading requirements of the applicable contract and such failure is not excused pursuant to force majeure as provided in Section 11.01 hereof, SELLER shall pay PURCHASER or the railroad any resulting car detention penalties, demurrage, crew charges or charges for cars not timely loaded to marked capacity which PURCHASER is required to pay under the applicable contract or tariff. In addition, SELLER shall pay PURCHASER reasonable lost railcar utilization charges for failure to timely and fully load and/or time lost to unload overloaded railcars of PURCHASER. Examples of these charges are listed in Appendix B.

7.05 Excess Freight Costs Chargeable to SELLER. If SELLER fails to have available sufficient coal to satisfy the quantity requirements of Section 3.01 on the

regularly scheduled basis referred to in Section 7.01 and thereby fails to satisfy the tonnage requirements of the applicable contract or tariff (dead freight, volume incentive threshold, annual volume guarantee) and such failure is not excused pursuant to force majeure as provided in Section 11.01 hereof, SELLER shall pay PURCHASER any resulting freight charges which PURCHASER is required by such contract or tariff to pay in excess of the amount of such charges that would have been payable with respect to the coal actually shipped had tonnage requirements been met. In the event locomotives, caboose and train crew are released without a unit train of loaded cars being released to the railroad, detention charges, which include charges for locomotives, if any, will cease at the time of notification of such release. When a train crew, caboose and locomotives are again required by SELLER for service, a charge of $1,635.00, as adjusted by the railroad, will be assessed by the railroad and paid by SELLER and the detention and free time provisions will again be applicable upon the arrival of locomotives, caboose and crew at the mine loading site.

7.06 Payment of Excess Cost to PURCHASER. Any payments required by Sections 7.04 and 7.05 above shall be promptly paid on receipt by SELLER of a written statement from PURCHASER itemizing such charges and showing facts necessary to permit SELLER to verify such charges. At either party's election, such charges may be credited against amounts then owed by PURCHASER to SELLER hereunder.

7.07 Freeze Proofing. When required by the river transfer terminal, a PURCHASER approved freeze proofing material will be applied by SELLER at the rate of two (2) pints per ton at cost. Freeze proofing will not be required on direct rail shipments.

8.01 Weighing. The net weight of coal sold and delivered hereunder shall be determined by SELLER'S certified scales (if available) at origin for unit train shipments or by railroads which haul the coal at the usual railroad company weighing point for non-unit train shipments or by barge survey if rail weights are not available. However, for unit train shipments, if the origin scales are inoperable or are not certified, PURCHASER may order weighing by the carrying railroad over certified scales or may use the average of the net weights of the five prior unit trains. Notwithstanding the above, PURCHASER reserves the right to utilize certified weigh-in-motion track scales at FPC's Crystal River power plant at any time.

8.02 Sampling and Analysis.

A. Sampling. Sampling of coal subject to this Agreement shall be performed on each shipment with an automatic sampling system by a third party employed by PURCHASER at the mine or at FPC's Crystal River power plant in conformance with the specifications of ASTM Standards listed in Appendix D, except for deviations agreed to in writing by PURCHASER and SELLER. In case of any failure of the automatic sampler, trainloads may be hand-sampled by taking a small and roughly equal quantity of coal from each carload or by other mutually agreed to method. The gross sample obtained by combining the individual carload samples shall be divided into four sub-samples in accordance with the procedures set out below. The cost of sampling coals shall be for the account of PURCHASER.

The SELLER shall perform or cause to be performed bias/performance tests on mechanical sampling systems as soon as practical or at any time when the need for such tests becomes evident. PURCHASER has the right to perform or cause to be

performed bias/performance tests at any time during the period that this Agreement is in effect at PURCHASER'S cost.

A minimum of four sub-samples shall be divided from the gross sample according to ASTM Standard D 2013. The fourth sub-sample shall be placed in a suitable container and sent to PURCHASER. The third sub-sample shall be placed in a suitable container and saved for SELLER'S disposition only. The second sub-sample shall be placed in a suitable container and retained for ninety (90) days as a check sample. The first sub-sample, which is called the laboratory sample, shall be used for analyses as specified in the following paragraphs. Appropriate additional splits shall be retained for Hardgrove Grindability Index.

B. Air Drying. The laboratory sample shall be air-dried according to ASTM Standards D 2013 and D 3302, except that new minimum and maximum times may be employed by mutual agreement. The air-dried sample shall then be prepared for further analyses.

C. Analyses to be Made. The analyses to be made according to methods described in the applicable standards are as follows:

Moisture, in weight percentage
Ash Content, in weight percentage
Calorific Value, in Btu's per pound
Sulfur, in weight percentage
Volatile, in weight percentage
Grindability, in Hardgrove Index units
Ash Fusion, in degrees Fahrenheit
Pyritic Sulfur, in weight percentage
Screen Analysis, in weight percentage

D. Acceptance of Results. The results of the third party sampling and analysis of the laboratory sample shall be accepted as the quality and characteristics of the coal delivered hereunder in the trainloads represented by such samples and the same shall be accepted as the monthly analysis for the trainloads delivered during such month;

provided, however, that if either party, within ninety (90) days, questions the correctness of the original analysis made on the laboratory sample, it shall have the right to have the check sample analyzed by a commercial testing laboratory mutually selected by SELLER and PURCHASER and said laboratory shall use methods approved by ASTM or other mutually acceptable procedures. The results obtained on the check sample will be accepted as the quality and characteristics of the lot of coal involved. The party questioning the correctness of the original analyses shall pay the cost of such analyses. The price for the coal represented by such samples shall be adjusted in accordance with the provisions of this Agreement and any amounts due shall be paid in accordance with Section 6 hereof.

PURCHASER and SELLER shall have the right to have a representative present at any and all times to observe said sampling and analyses and to take a reasonable number of samples.

9.01 Coal Specifications. Coal delivered hereunder shall be a homogenous washed coal, crushed to two inches (2") by zero inches (0") in size with no intermediate sizes removed. The coal shall be prepared so as to be free from excess quantities of bone, slate, shale, fire clay, wood, metal, rock, loose clay, and other mine impurities as determined by PURCHASER and shall have a temperature below 131° Fahrenheit, and shall have the following specifications per shipment on an "as-received" basis:

SPECIFICATION	REQUIREMENTS
Moisture (Total)	8.0 (maximum)
Ash	11.0 (maximum)
Sulfur dioxide	1.2 LB/SO_2 per Million Btu (maximum)
Volatile	31 (minimum) 37 (maximum)
Ash Fusion - Softening (H=W), Reducing	2,500°F (minimum)
Grindability	42 HGI (minimum) 50 HGI (maximum)
Calorific Value	12,500 Btu/LB (guaranteed)
Pyritic Sulfur	.2% (maximum)
Fines (-1/4")	45% (maximum)

9.02 Coal Specifications Deficiencies. For purposes of this Agreement, a "shipment" shall mean the quantity actually received in any unit train or river barge load from any single loading point. If the coal delivered hereunder in any single shipment fails to meet any of the specifications set out in Section 9.01 other than sulfur content, PURCHASER shall have the right to exercise, at its sole discretion, the following options with respect to each such shipment:

A. PURCHASER may notify SELLER that PURCHASER will accept such coal subject to and in accordance with the provisions set forth in this Agreement including Appendix A; provided, however, that PURCHASER has the right at any time thereafter to exercise any of the other options set forth in Paragraph B of this Section 9.02 with respect to subsequent deliveries of coal hereunder; or

B. PURCHASER may reject any shipment without payment, and SELLER shall be obligated to pay PURCHASER'S costs to transport such coal from the point of SELLER'S delivery to the PURCHASER'S buyer's unit, the cost to dispose of such coal and all other reasonable costs of disposition incurred, including PURCHASER'S railcar

utilization costs and costs to transport such coal from PURCHASER'S buyer's unit to the point of disposition. Also, PURCHASER may notify SELLER to suspend further deliveries of coal hereunder until SELLER demonstrates to PURCHASER'S sole satisfaction that SELLER can deliver coal that will conform to the specifications set forth in Section 9.01. If, in PURCHASER'S sole opinion, SELLER fails to make the above demonstration within thirty (30) days after notice by PURCHASER, PURCHASER shall have the right to terminate or cancel this Agreement and, in addition, pursue every other remedy provided by law or equity.

9.03 Sulfur Content Warranty. SELLER warrants and represents that the total sulfur content of each shipment shall not contain more than 1.20 LB of sulfur dioxide per million Btu's heat input (the "calculated sulfur limit") and not more than .2 percent pyritic sulfur.

In the event SELLER delivers to PURCHASER any shipment of coal with a total sulfur content or a pyritic sulfur content in excess of the calculated sulfur limits set forth above, PURCHASER shall have the right, in its sole discretion, to exercise the following options with respect to each such shipment:

A. PURCHASER may accept such coal to use for blending directly with other coal from PURCHASER'S active stockpile so that the blended coal shall not exceed the sulfur dioxide per million Btu limits, and the price thereof shall be reduced 10 percent (10%). Such adjusted price shall become the price for purposes of applying any adjustments provided in Appendix A.

B. PURCHASER may reject such shipment without payment and SELLER shall be obligated to pay PURCHASER'S costs to transport such coal from the point of SELLER'S delivery to PURCHASER'S buyer's unit, the cost to dispose such coal and all

other reasonable costs of disposition incurred, including but not limited to PURCHASER'S railcar utilization costs, and costs to transport such coal from PURCHASER'S buyer's unit to the point of disposition. If PURCHASER rejects a shipment from SELLER under the provisions of this paragraph, PURCHASER and SELLER shall meet promptly thereafter to see what reasonable steps may be taken on the part of both parties to allow this Agreement to continue. If PURCHASER and SELLER fail to reach agreement within thirty (30) days as to what steps can be taken to correct the situation, then PURCHASER shall have the right to terminate this Agreement by giving notice of termination to SELLER and, in addition, pursue every other remedy provided by law or equity.

SELLER shall be permitted to have a representative present to observe tests conducted by PURCHASER'S buyer of burning in PURCHASER'S buyer's facilities and to observe sampling, analyses and tests conducted to determine the content of flue gases resulting from the burning of such coal.

10.01 Quality Reports. As soon as practicable after the end of each calendar month, SELLER shall send to PURCHASER a statement showing the weighted average short proximate analyses of all the coal delivered during the preceding calendar month.

11.01 Force Majeure. As used herein, the term "force majeure" shall mean any event beyond the control and without fault or negligence of the party affected thereby and which, by the exercise of reasonable diligence or the incurring of reasonable expense, such party is unable to prevent or overcome, regardless of whether such event was foreseeable, including, without limitation, act of God, act of public authorities (including courts and commissions of competent jurisdiction), act of the public enemy, insurrection, riot, labor dispute, labor or material shortage, fire, explosion, flood, breakdown of or

damage to plant equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruption to transportation or transportation delay, river freeze-up, embargo, order or act of military authority, legislative, regulatory or judicial rule or order adopted, amended or newly interpreted subsequent to the date of this Agreement and any other event of a similar or dissimilar nature which wholly or partially prevents the mining, hauling, processing or loading of coal by SELLER ("SELLER'S obligations hereunder") or the receiving, transporting, storing and/or delivering by PURCHASER or PURCHASER'S carrier or PURCHASER'S river terminal thereof or the accepting, consuming and/or unloading thereof by PURCHASER or PURCHASER'S intended buyer. ("PURCHASER'S obligations hereunder").

In the event performance of SELLER'S obligations hereunder or PURCHASER'S obligations hereunder is made impossible, impractical or illegal by reason of force majeure (other than obligations to pay or expend money for or in connection with the performance of the transactions contemplated by this Agreement) and such party promptly gives to each other party hereto written notice of the details thereof, then the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during its continuance; provided, however, that such party giving such notice shall use its best efforts to eliminate such force majeure to the extent economically feasible to do so and with a minimum of delay. Any deficiencies in deliveries of coal hereunder as a result of force majeure shall not be made up except at PURCHASER'S sole discretion. In the event force majeure results in a partial reduction in the total quantity of coal SELLER is obligated to deliver hereunder, the quantity of coal SELLER shall be obligated to deliver to PURCHASER hereunder during the continuance of such force majeure shall be limited to the amount of coal required to be delivered during

such period but for this sentence multiplied by a fraction, the denominator of which is the production capacity of the Coal Property immediately prior to such force majeure and the numerator of which is the production capacity of the Coal Property during the continuance of such force majeure.

In the event that restrictions are imposed during the term of this Agreement by governmental bodies, agencies, entities, officials or courts which preclude or restrict FPC from burning coal of the specifications hereunder, such restriction shall be deemed to be an event of force majeure under this Agreement unless its effect can be avoided in a lawful manner and will not, in FPC's sole judgment, result in unreasonable expense to FPC, the obligations of the parties hereto shall be totally excused to the extent made necessary by such force majeure and during the continuance of such force majeure.

12.01 Independent Contractor. The parties recognize and agree that neither party is an agent or employee of the other but is independent of any managerial or other control or direction by the other in its work hereunder and is free to perform, by such means and in such manner as such party may choose, all work in pursuance of commitments hereunder.

13.01 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns under Section 14.01 hereof.

14.01 Assignments. Neither party may assign nor transfer this Agreement nor any rights nor obligations hereunder without the prior written consent of the other party hereto. In the event that there shall be a change of control of SELLER or any company

which controls SELLER directly or indirectly (as the term control is defined in the Federal Securities Law), PURCHASER will have the right to terminate this Agreement.

15.01 Audit. SELLER agrees to maintain books, records, documents and other evidences pertaining to the costs of producing, mining, handling or loading of coal under this Agreement (herein collectively called the "records") to the extent and in such detail as will properly reflect all items of whatever nature for which payment, reimbursement or adjustment in base price of coal is claimed under the provisions of this Agreement. Upon the request of PURCHASER, SELLER shall make available at SELLER'S office any and all said records along with related correspondence, receipts, vouchers and memoranda pertaining to this Agreement for inspection, audit or reproduction by any authorized representative of PURCHASER. SELLER shall preserve all such records with respect to each shipment of coal for a period of twenty-four (24) months after final payment for such shipment, during which time PURCHASER shall complete any audit it may desire; provided, however, such time limitation shall not apply in cases whereby material misrepresentation, fraud or similar circumstances are claimed. The applicable records shall be preserved until audit is completed or, should there otherwise be questions raised regarding such recording, until agreement with regard to same is reached.

15.02 Mine Access Rights. SELLER shall at all times carry out its mining operations consistent with obligations to meet the production and delivery schedule as provided herein. PURCHASER shall have the right from time to time during the term of this Agreement to arrange for geologists, consultants and engineers (PURCHASER'S "agents"), as well as PURCHASER'S own employees, to visit the mine at PURCHASER'S expense and risk, so long as it does not unreasonably interfere with SELLER'S operations.

PURCHASER and its agents shall have access to the mine and to any and all data related to SELLER'S mining plans and reserves used to produce the quantity and quality of coal required by this Agreement.

16.01 Oil Back Out. If during the term of this Agreement, the New York Harbor Daily Spot Market Cargo Price for No. 6 Fuel Oil, 1.0 percent maximum sulfur, as published in Platt's U. S. Marketscan under the heading "Estimated Gulfcoast Waterborne," averaged over a thirty (30) consecutive day period (hereinafter the "average" price), is less than or equal to the price specified below (hereinafter the "target price"), then PURCHASER, at its sole option, may reduce the monthly ratable quantity of coal purchased hereunder by 50 percent for each calendar month that the average price is less than or equal to the target price. The target price shall be $11 per barrel during calendar year. PURCHASER may exercise this option by giving written notice to SELLER within fifteen (15) business days of the date that that PURCHASER determined that the average price is less than or equal to the target price at or below the aforementioned values. The 50 percent reduction percentage, if PURCHASER exercises its option, shall be effective at the beginning of the calendar month immediately following the calendar month in which notice is given to SELLER. The foregoing provision shall apply irrespective of whether PURCHASER or PURCHASER'S intended customer, FPC, obtains replacement fuel or power as a consequence of oil prices.

16.02 Partial Dispute. Should any bona fide dispute involving the price of coal hereunder extend only to a portion of any amount claimed due hereunder, the undisputed portion shall be paid as and when due. Should it later be determined that additional payments are due from PURCHASER to SELLER, such amount shall be paid together with

interest from the date payment was due as provided herein at the prime rate for preferred customers on loans not to exceed thirty (30) days as from time to time quoted by the Morgan Guaranty Trust Company of New York, New York, during pendency of the dispute.

17.01 Waiver. The failure of either party to insist on strict performance of any provisions of this Agreement, or to take advantage of any right hereunder, shall not be construed as a waiver or relinquishment of such provision or right but the same shall continue and remain in full force and effect.

18.01 Remedies Cumulative. Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided by law.

19.01 Default. Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the legal basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the default but in no event later than within sixty (60) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

20.01 Indemnification. SELLER shall indemnify, defend and hold PURCHASER harmless from and against any claim, demand or damage asserted against PURCHASER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of SELLER. PURCHASER shall indemnify, defend and hold SELLER harmless from and against any liability, claim, demand or

damage incurred by or asserted against SELLER for loss of life, personal injury or property damage caused by or resulting from any act or omission, whether negligent or otherwise, of PURCHASER. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party.

21.01 Notice of Problem. Whenever either party hereto encounters or discovers or reasonably anticipates any problem which could delay or prevent performance of this Agreement, such party shall immediately notify the other party of all relevant circumstances and any remedial steps being taken.

22.01 Captions. The captions to sections hereof are for convenience only and shall not be considered in construing the intent of the parties.

23.01 Applicable Law and Venue. All questions relating to execution, construction, performance, termination or breach of this Agreement shall be resolved under the laws of the State of Florida without regard to the choice of law provisions thereof. In the event of any lawsuit filed hereunder, the parties hereto authorize venue in Pinellas County, Florida, and/or the federal court district encompassing said county.

24.01 Conflict of Interest Policy. PURCHASER has adopted a conflict of interest policy, applicable to all of its full-time employees (hereafter "Employee"), and intended to ensure that all business activities of PURCHASER will be conducted in a manner so as to avoid any conflict of interest or appearance of a conflict.

SELLER agrees to conduct its activities in support of said conflict of interest policy, specifically as follows:

(a) SELLER shall promptly disclose to PURCHASER the existence of any material financial interest in SELLER held, at any time during the term of this Agreement, by any Employee or member of an Employee's immediate family. The holding of publicly traded securities in SELLER need not be disclosed unless the Employee is directly or indirectly involved in dealing with the SELLER.

(b) SELLER shall not accept on its own behalf the service or employment in any capacity (such as director, officer, employee, representative or consultant) of any Employee, unless such service or employment is specifically authorized by the President or Board of Directors of PURCHASER.

(c) SELLER shall not offer to any Employee or member of an Employee's immediate family any gifts of more than token value, special preference loans, lavish entertainment or other substantial favors.

Breach of this provision by SELLER shall constitute a material breach of this Agreement, and in the event thereof PURCHASER shall have the right to terminate this Agreement and pursue any and all other remedies at law or equity.

25.01 Entire Agreement. This instrument contains the entire agreement between the parties as to coal produced and sold from the Coal Property; and there are no representations, understandings or agreements, oral or written, which are not included herein. This Agreement cannot be changed except by duly authorized representatives of both parties in writing. It is understood that PURCHASER or SELLER may from time to time in the administration of this Agreement issue and transmit each to the other documents designated as "Purchase Orders" and "Change Orders;" these documents serve instructional or accounting functions only and are not amendments to or constructions of this Agreement.

26.01 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first written.

WITNESS:

ELECTRIC FUELS CORPORATION

BY: _____
ITS: Vice President—Coal Procurement

WITNESS:

QUAKER COAL COMPANY, INC.

BY: _____
ITS: Senior Vice President—Sales

Pres.

APPENDIX A

Penalty/Premium

Coal sold hereunder shall be subject to a penalty or premium based upon the average "as received" Btu per pound of coal shipped during each calendar month. The penalty or premium for variation in the average heating value of the coal shipped during any such calendar month shall be determined as follows:

If the weighted average calorific value in any month is greater than or less than 12,500 Btu's per pound, the adjustment to be made therefor shall be computed on the basis of the following formula:

(Actual Btu's per pound - Guaranteed Btu/LB) ÷ Guaranteed Btu/LB x Base Price = Cents per ton (f.o.b. Mine)
(Premium if positive; Penalty if negative.)

An example of the rounding will be as follows:

Example Base Btu's = 12,500
Example Base Price = $22.00

Premium	(12,626 - 12,500) ÷ 12,500 = .01008 x 22.00 = $.222
Penalty	(12,414 - 12,500) ÷ 12,500 = (.00688) x 22.00 = ($.151)

APPENDIX B

Railroad, Railcar and River Barge Demurrage/Detention Costs

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series, including supplements thereto and re-issues thereof.

2. Dead Freight: Actual railroad charges.

3. Crew Change: $1,635.00 per change, subject to periodic adjustment by the railroad.

B. EFC RAILCAR CHARGES:

1. Lost Utilization Charges: Sum of a. and b. below.

   a. Delay of Train = $30 per car per day of delay.

   b. Failure to Fully Load Cars = ((9,600 ÷ 90 x AC) - AW) x $2.50 = P$

   Where: AC = actual number railcars
   AW = actual weight of train
   P$ = penalty in dollars

C. RIVER BARGE DEMURRAGE CHARGES:

One (1) day free time to load; $175/day thereafter. This rate subject to change after December 31, 1998.

APPENDIX C

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APPENDIX D

Sampling Standards

Current versions of the following ASTM Standards or subsequent revisions thereof shall apply to equipment and methods used for sampling and analyzing coal under this Agreement, unless specifically stated and mutually agreed to otherwise:

D 410	Standard Method for Sieve Analysis of Coal
D 1857	Test for Fusibility of Coal and Coke Ash
D 2013	Preparing Coal Samples for Analysis
D 2015	Test for Gross Calorific Value of Solid Fuel by the Adiabatic Bomb Calorimeter
D 2234	Collection of a Gross Sample of Coal
D 3172	Proximate Analysis of Coal and Coke
D 3173	Test for Moisture in the Analysis Sample of Coal and Coke
D 3174	Test of Ash in the Analysis Sample of Coal and Coke
D 3177	Test for Total Sulfur in the Analysis Sample of Coal and Coke
D 328	Test for Gross Calorific Value of Coal & Coke by ISOPERIBOL Bomb Calorimeter
D 3302	Test for Total Moisture in Coal
D 409	Test for Grindability of Coal
D 2492	Test for Forms of Sulfur in Coal

1st AMENDMENT
7-1-1999

First Amendment
To the
Agreement for the Sale and Purchase of Coal

THIS FIRST AMENDMENT (hereinafter "**First Amendment**"), effective as of the first day of July 1999, by and between Electric Fuels Corporation, a Florida corporation (hereinafter "**Purchaser**"); and QUAKER COAL COMPANY, INC., a Kentucky corporation (hereinafter "**Seller**"), to the Agreement for the Sale and Purchase of Coal dated December 31, 1998, by and between **Purchaser** and **Seller** (hereinafter the "**Agreement**").

WHEREAS, **Purchaser** and **Seller** are of the opinion that it would be mutually beneficial to amend the **Agreement** in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the **Agreement**, **Purchaser** and **Seller** agree as follows:

Section 5.01 is deleted in its entirety and in substitution thereof the following new Section 5.01 is added.

5.01 Base Price Per Ton of Coal. The base price per ton of coal, beginning January 1, 1999, f.o.b. SELLER'S mine loading site, loaded in the railcar or truck, (hereinafter "base price") shall be [redacted] per ton ("ton" as used herein means 2,000 LB avoirdupois weight).

In all other respects, **Purchaser** and **Seller** hereby ratify and reaffirm the **Agreement** as herein amended.

IN WITNESS WHEREOF, each party has caused this **First Amendment** to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

By _____
Vice President—Coal Procurement
Date Executed June 8, 1999

WITNESS:

QUAKER COAL COMPANY, INC.

By _____
President
Date Executed 6-18-99

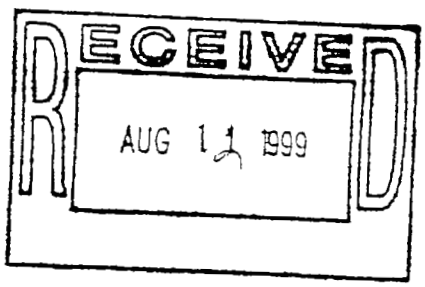
AMENDMENT #2
7-2-99

Quaker Coal Sales Company

• *Pioneering the Age of Energy* •

Dan Hendrickson
Vice President

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (540) 676-3565
FAX (540) 676-0767



August 9, 1999

Mr. Dennis Edwards
Vice President
Coal Procurement
Electric Fuels Corporation
P.O. Box 15208
St. Petersburg, FL 33733

Dear Dennis:

We are very pleased to return signed originals of the first and second amendments to our respective agreements.

We cannot thank you enough for working with us on these amendments.

Best regards,

Dan Hendrickson

GDH:bs

SECOND AMENDMENT TO THE AGREEMENT FOR THE SALE AND PURCHASE OF COAL

THIS SECOND AMENDMENT (hereinafter "Second Amendment"), effective as of the second day of July 1999, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and QUAKER COAL COMPANY, INC., a Kentucky corporation (hereinafter "Seller"), to the Agreement for the Sale and Purchase of Coal dated December 31, 1998, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the Agreement, Purchaser and Seller agree as follows:

Section 5.01 is modified by adding the following sentence: For each invoice paid by Purchaser within ten (10) days from receipt of invoice the base price per ton of coal beginning July 2, 1999, f.o.b. Seller's mine loading site, loaded in the railcar or truck, (hereinafter "base price") shall be [redacted] per ton.

Section 6.02 is deleted in its entirety and in substitution thereof the following new Section 6.02 is added.

6.02 Billing and Payment. Seller shall fax an invoice to Purchaser on the first and sixteenth day of each month for the coal delivered to Purchaser during the preceding two weeks at the base price as adjusted under Section 5.02 hereof. Each invoice shall be paid by Purchaser within ten (10) days from receipt of the invoice. Adjustments under Section 6.01 shall be separately stated, and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this Second Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

By _____
Vice President—Coal Procurement

Date Executed 7-22-99

WITNESS:

QUAKER COAL COMPANY, INC.

By _____
President

Date Executed 8-4-99

LETTER AGREE
11-1-1999

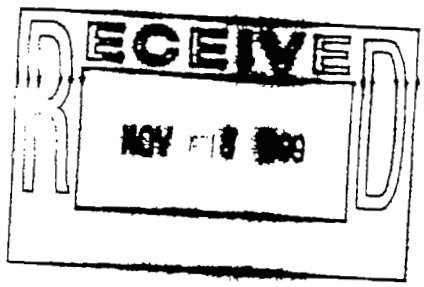
Brad Dre CR

Quaker Coal Sales Company

• *Pioneering the Age of Energy* •

Dan Hendrickson
Vice President

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (540) 676-3565
FAX (540) 676-0767



November 2, 1999

Mr. Dennis Edwards
Vice President – Coal Procurement
Electric Fuels Corporation
P.O. Box 15208
St. Petersburg, FL 33733

Dear Dennis:

We are returning a signed copy of the amendment to our compliance coal agreement. We are grateful for the additional time to negotiate a new base price for 2000.

Best regards,

Dan

Dan Hendrickson

GDH:bs
Enclosure

ELECTRIC FUELS CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

November 1, 1999

Sent Via Airborne Express

Mr. Dan Hendrickson
Vice President
Quaker Coal Company, Inc.
329 West Main Street
Abingdon, Virginia 24210-2633

RE: 2000 BASE PRICE LETTER AGREEMENT

Dear Mr. Hendrickson:

Electric Fuels Corporation (EFC) agrees to extend the date when agreement must be reached on a 2000 Base Price from November 1, 1999, to November 11, 1999.

Please indicate your concurrence to the above change in date in *Section 5.02* of the *Agreement for the Sale and Purchase of Coal* dated December 31, 1998, by signing in the signature block provided below. No other contract provisions are to change except the additional time extension to determine the Base Price for calendar year 2000.

Sincerely,

Dennis G. Edwards
Vice President – Coal Procurement

DGE/ro

Agreed to and accepted this the 1st *day of* November, *1999.*

Quaker Coal Company, Inc.

By: Dan Hendrickson

Its: Vice President Sales

3rd AMENDMENT
11-11-99

Quaker Coal Sales Company

• *Pioneering the Age of Energy* •

Dan Hendrickson
Vice President

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (540) 676-3565
FAX (540) 676-0767

cc DOE DMS FML RAH

this DOF

FYI. New 2000 price for Quaker "D". TK

11-24 DEH 11/29

November 19, 1999

Mr. Dennis Edwards
Vice President – Coal Procurement
One Progress Plaza
P.O. Box 15208
St. Petersburg, FL 33733

Dear Dennis:

We are pleased to enclose an executed third amendment to our compliance coal agreement which establishes a base price of [redacted] for Year 2000.

We look forward to another year of supplying coal to Electric Fuels. Thanks so much for working with us to make it possible.

Best regards,

Dan

Dan Hendrickson

GDH:bs
Enclosure

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

November 4, 1999

Sent Via Airborne Express

Mr. Dan Hendrickson
Vice President
Quaker Coal Company, Inc.
329 West Main Street
Abingdon, Virginia 24210-2633

Dear Mr. Hendrickson:

Enclosed are two (2) originals of the *Third Amendment to the Agreement for the Sale and Purchase of Coal* between our companies.

If this document accurately reflects your understanding of our agreement on pricing for year 2000, please have the appropriate officer of Quaker Coal Company sign both originals and return one original to me.

Thank you for your help with this matter, and we look forward to doing this business with your company.

Sincerely,

Dennis G. Edwards
Vice President – Coal Procurement

DGE/ro

Enclosures

cc/enc: Mr. W. D. Carter

THIRD AMENDMENT TO THE AGREEMENT FOR THE SALE AND PURCHASE OF COAL

THIS THIRD AMENDMENT (hereinafter "Third Amendment"), effective as of the first day of January 2000, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and QUAKER COAL COMPANY, INC., a Kentucky corporation (hereinafter "Seller"), to the Agreement for the Sale and Purchase of Coal dated December 31, 1998, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the Agreement, Purchaser and Seller agree as follows:

Section 5.01 is modified by adding the following sentence: For each invoice paid by Purchaser within ten (10) days from receipt of invoice the base price per ton of coal beginning January 1, 2000, f.o.b. Seller's mine loading site, loaded in the railcar or truck, (hereinafter "base price") shall be [redacted] per ton.

Section 6.02 is deleted in its entirety and in substitution thereof the following new Section 6.02 is added.

6.02 Billing and Payment. Seller shall fax an invoice to Purchaser on the first and sixteenth day of each month for the coal delivered to Purchaser during the preceding two weeks at the base price as adjusted under Section 5.02 hereof. Each invoice shall be paid by Purchaser within ten (10) days from receipt of the invoice. Adjustments under Section 6.01 shall be separately stated, and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this Third Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

Donna M. Davis

ELECTRIC FUELS CORPORATION

By Denis H. Edwards

Vice President—Coal Procurement

Date Executed 11-4-99

WITNESS:

Denise V. Stewart

QUAKER COAL COMPANY, INC.

By [signature]

President

Date Executed 11-11-99

4th AMENDMENT
11-2-2000

Quaker Coal Sales Company

Pioneering the Age of Energy

Dan Hendrickson

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (540) 676-3565
FAX (540) 676-0767

November 2, 2000

Mr. Dennis Edwards
Vice President – Coal Procurement
Electric Fuels Corporation
P.O. Box 15208
St. Petersburg, FL 33733

Dear Dennis:

We are delighted to return a signed fourth amendment to our compliance coal agreement.

Thank you for all your hard work in concluding a "new" agreement.

Best regards,

Dan Hendrickson

GDH:bs
Enclosure

FOURTH AMENDMENT TO THE AGREEMENT FOR THE SALE AND PURCHASE OF COAL

THIS FOURTH AMENDMENT (hereinafter "**Fourth Amendment**"), effective as of the first day of January 2001, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "**Purchaser**"); and QUAKER COAL COMPANY, INC., a Kentucky corporation (hereinafter "**Seller**"), to the Agreement for the Sale and Purchase of Coal dated December 31, 1998, by and between **Purchaser** and **Seller** (hereinafter the "**Agreement**").

WHEREAS, **Purchaser** and **Seller** are of the opinion that it would be mutually beneficial to amend the **Agreement** in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the **Agreement**, **Purchaser** and **Seller** agree as follows:

Section 4.01 is deleted in its entirety and in substitution thereof, the following new Section 4.01 is added:

4.01 Term. Unless sooner terminated in accordance with the provisions hereof, this Agreement will continue in effect for a period of seventy-two (72) months from January 1, 1999.

Section 5.01 is modified by adding the following sentence:

For each invoice paid by **Purchaser** within ten (10) days from receipt of invoice the base price per ton of coal beginning January 1, 2001, f.o.b. **Seller's** mine loading site, loaded in the railcar or truck, (hereinafter "base price") shall be [redacted] per ton.

Section 5.02 is deleted in its entirety and in substitution thereof, the following new Section 5.02 is added:

5.02 Annual Price Review. On or before November 1, 1999, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2000. On or before November 1, 2000, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2001. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2000, this Agreement shall terminate on December 31, 1999. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2001, this Agreement shall terminate on December 31, 2000. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2002, this Agreement shall terminate on December 31, 2001. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2003, this Agreement shall terminate on December 31, 2002. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2004, this Agreement shall terminate on December 31, 2003.

Section 6.02 is deleted in its entirety and in substitution thereof the following new Section 6.02 is added.

6.02 Billing and Payment. Seller shall fax an invoice to Purchaser on the first and sixteenth day of each month for the coal delivered to Purchaser during the preceding two weeks at the base price as adjusted under Section 5.02 hereof. Each invoice shall be paid by Purchaser within ten (10) days from receipt of the invoice. Adjustments under Section 6.01 shall be separately stated, and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this Fourth Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

By _____

Vice President—Coal Procurement

Date Executed 11-1-00

WITNESS:

QUAKER COAL COMPANY, INC.

By _____

Date Executed November 2, 2000

5th AMENDMENT
2-1-2001

Ehrd Dr

Quaker Coal Sales Company

• *Pioneering the Age of Energy* •

Dan Hendrickson

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (540) 676-3565
FAX (540) 676-0767

d 2-26-01

Ke DMD
FML FYR
RFP
DGE
Has Copy

February 20, 2001

Mr. Dennis Edwards
Vice President – Coal Procurement
Electric Fuels Corporation
P.O. Box 15208
St. Petersburg, FL 33733

Dear Dennis:

We are pleased to return a signed original of the Fifth Amendment to our compliance coal agreement.

Thank you Dennis for working with us on this business. We are very, very grateful for all your efforts.

Best regards,

Dan

Dan Hendrickson

GDH:bs
Enclosure

FIFTH AMENDMENT TO THE AGREEMENT FOR THE SALE AND PURCHASE OF COAL

THIS FIFTH AMENDMENT (hereinafter "Fifth Amendment"), effective as of the first day of February 2001, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and QUAKER COAL COMPANY, INC., a Kentucky corporation (hereinafter "Seller"), to the Agreement for the Sale and Purchase of Coal dated December 31, 1998, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the Agreement, Purchaser and Seller agree as follows:

Section 3.01 is deleted in its entirety and in substitution thereof, the following new Section 3.01 is added:

3.01 Quantity and Source. During calendar year 2001, the quantity of coal to be delivered hereunder shall be 600,000 tons. During each subsequent calendar year during the term hereof, the quantity of coal to be delivered hereunder shall be 450,000 tons, prorated for any partial calendar year. At Purchaser's option, to be declared in writing by October 1 of the preceding calendar year, annual quantity may be varied between 400,000 tons and 500,000 tons. Coal to be supplied under this Agreement shall only be from the Coal Property.

Section 4.01 is deleted in its entirety and in substitution thereof, the following new Section 4.01 is added:

4.01 Term. Unless sooner terminated in accordance with the provisions hereof, this Agreement will continue in effect for a period of seventy-two (72) months from January 1, 1999.

Section 5.01 is modified by adding the following sentence:

For each invoice paid by Purchaser within ten (10) days from receipt of invoice the base price per ton of coal beginning January 1, 2001, f.o.b. Seller's mine loading site, loaded in the railcar or truck, (hereinafter "base price") shall be [redacted] per ton.

Section 5.02 is deleted in its entirety and in substitution thereof, the following new Section 5.02 is added:

5.02 Annual Price Review. On or before November 1, 2001, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2002. On or before November 1, 2002, the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2003. On or before November 1, 2003 the parties shall negotiate in good faith to reach agreement on a new base price for calendar year 2004. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2002, this Agreement shall terminate on December 31, 2001. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2003, this Agreement shall terminate on

December 31, 2002. If the parties, for any reason, are unable to reach agreement on a new base price for calendar year 2004, this Agreement shall terminate on December 31, 2003.

Section 6.02 is deleted in its entirety and in substitution thereof the following new Section 6.02 is added.

6.02 Billing and Payment. Seller shall fax an invoice to Purchaser on the first and sixteenth day of each month for the coal delivered to Purchaser during the preceding two weeks at the base price as adjusted under Section 5.02 hereof. Each invoice shall be paid by Purchaser within ten (10) days from receipt of the invoice. Adjustments under Section 6.01 shall be separately stated, and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this Fifth Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

Roberta A. Utt

ELECTRIC FUELS CORPORATION

By _____

Vice President—Coal Procurement

Date Executed Jan 29, 2001

WITNESS:

Jodi M. Whitten

QUAKER COAL COMPANY, INC.

By _____ Pres.

Date Executed 2/16/01

6th AMENDMENT
1-1-2002

Quaker Coal Sales Company

• *Pioneering the Age of Energy* •

Dan Hendrickson

329 WEST MAIN STREET
P.O. BOX 749
ABINGDON, VA 24212-0749
TELEPHONE (276) 676-3565
FAX (276) 676-0767

RECEIVED
NOV 0 5 2001
BY:

October 19, 2001

Mr. Dennis Edwards
Vice President
CSX/Barge Coal Procurement
Electric Fuels Corporation
One Progress Plaza
P.O. Box 15208
St. Petersburg, FL 33733

Dear Dennis:

We are pleased to return one executed Sixth Amendment to the Agreement for the Sale and Purchase of Coal between Electric Fuels Corporation and Quaker Coal Company, Inc.

We are very grateful for the extension of our December 1998 compliance coal agreement. Please know that we will make every effort to justify the commitment.

Best regards,

Dan Hendrickson

GDH:bs
Enclosure

SIXTH AMENDMENT TO THE AGREEMENT FOR THE SALE AND PURCHASE OF COAL

THIS SIXTH AMENDMENT (hereinafter "Sixth Amendment"), effective as of the first day of January 2002, by and between ELECTRIC FUELS CORPORATION, a Florida corporation (hereinafter "Purchaser"); and QUAKER COAL COMPANY, INC., a Kentucky corporation (hereinafter "Seller"), to the Agreement for the Sale and Purchase of Coal dated December 31, 1998, by and between Purchaser and Seller (hereinafter the "Agreement").

WHEREAS, Purchaser and Seller are of the opinion that it would be mutually beneficial to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from amending the Agreement, Purchaser and Seller agree as follows:

Section 3.01 is deleted in its entirety and in substitution thereof, the following new Sections 3.01 and 3.02 are added:

3.01 Quantity and Source. During calendar year 2002, the base quantity of coal to be delivered hereunder shall be 400,000 tons less any 2001 tons not shipped in 2001. Shipments under this Sixth Amendment shall not start until all 2001 tons have been shipped. During each subsequent calendar year during the term hereof, the quantity of coal to be delivered hereunder shall be 450,000 tons, prorated for any partial calendar year. At Purchaser's option, to be declared in writing by October 1 of the preceding calendar year, annual quantity may be varied between 400,000 tons and 500,000 tons. Coal to be supplied under this Agreement shall only be from the Coal Property.

3.02 Option Quantity. In addition to the tonnage provided for in Section 3.01 above, Purchaser and Seller shall have the following options in calendar year 2002:

a. Purchaser's "Call" option shall provide Purchaser with the option to purchase additional coal in amounts up to three (3) additional trains during each six- (6-) month period at an "Option Price" of [redacted] per ton.

b. Providing Seller is in full compliance with all other terms of this Agreement, Seller's "Put" option shall provide Seller with the option to sell additional coal in amounts up to three (3) additional trains during each six- (6-) month period at an "Option Price" of [redacted] per ton.

Section 4.01 is deleted in its entirety and in substitution thereof, the following new Section 4.01 is added:

4.01 Term. Unless sooner terminated in accordance with the provisions hereof, this Agreement will continue in effect for a period of seventy-two (72) months from January 1, 1999.

Sections 5.01 and 5.02 are deleted in their entirety and in substitution thereof, the following new Sections 5.01 and 5.02 are added:

5.01 Base Price Per Ton of Coal. The Base Price per ton of coal beginning January 1, 2002, f.o.b. Seller's mine loading site, loaded in the railcar (hereinafter "Base Price") shall be as follows:

a. Calendar Year 2002:

(i) For 2001 carryover tons, [redacted] per ton, and

(ii) For all other base tons, [redacted] per ton.

b. Calendar Year 2003. Base price to be negotiated by November 1, 2002, but in no event be less than [redacted] per ton or more than [redacted] per ton.

c. Calendar Year 2004. Base price to be negotiated by November 1, 2003, but in no event be less than [redacted] per ton or more than [redacted] per ton.

5.02 Option Pricing. In the case of Seller's "Put" option, the price shall be [redacted] per ton. In the case of Purchaser's "Call" option, the price shall be [redacted] per ton.

In addition to the above, a new Section 5.03 is added as follows.

5.03 Governmental Impositions. The parties also recognize that, during the continuance of this Agreement, legislative or regulatory bodies or the courts may adopt laws, regulations, policies and/or restrictions or a change in interpretation of enforcement which impact Purchaser's costs and which make it impossible or economically impractical for Purchaser to utilize in FPC's Generating Units this or like kind and quality of coal which thereafter would be delivered hereunder. If, as a result of the increased costs associated with the adoption of such laws, regulations, policies or restrictions, or change in interpretation or enforcement, Purchaser decides that it will be impossible or economically impractical for Purchaser to utilize in FPC's Generating Units coal which would be delivered hereunder, Purchaser shall so notify Seller and thereupon Purchaser and Seller shall promptly consider whether corrective actions can be taken in the mining and preparation of the coal at the mine and/or in the handling and utilization of the coal at FPC's Generating Units; and if, in Purchaser's judgment, such actions will, without unreasonable expense to Purchaser, make it impossible and economically impractical for Purchaser to so utilize coal which thereafter would be delivered hereunder without violating any applicable law, regulation, policy or restriction, Purchaser shall have the right, upon six (6) month's prior notice to Seller, to terminate this Agreement without further obligation hereunder on the part of either party; provided, however, that, if the impracticality of Purchaser's utilizing the coal is only on economical grounds, Seller may, at its option, prevent such termination by agreeing to reimburse Purchaser for such expense to the extend that Purchaser deems such expense to be reasonable.

The parties recognize that, during the continuance of this Agreement, legislative or regulatory bodies or the courts may adopt laws, regulations, policies and/or restrictions or change in interpretation or enforcement which impact Seller's mining cost and which will make it impossible or economically impractical for Seller to continue delivery hereunder. If, as a result of the increased costs associated with the adoption of such laws, regulations, policies or restrictions, or change in interpretation or enforcement, Seller decides that it will be impossible or economically impractical for Seller to continue delivery hereunder, Seller shall so notify Purchaser and thereupon Seller and Purchaser shall promptly consider whether corrective actions can be taken in the mining and preparation of the coal at the mine

and/or in the handling and utilization of the coal at FPC's Generating Units; and if, in Seller's judgment, such actions will, without unreasonable expense to Seller, make it impossible and economically impractical for Seller to continue to deliver coal hereunder without violating any applicable law, regulation, policy or restriction, Seller shall have the right, upon six (6) month's prior notice to Seller, to terminate this Agreement without further obligation hereunder on the part of either party; provided, however, that if the impracticality of Seller's continuing to deliver coal hereunder is only on economical grounds, Purchaser may, at its option, prevent such termination by agreeing to reimburse Seller for such expense to the extent that Seller deems such expense to be unreasonable.

Section 6.02 is deleted in its entirety and in substitution thereof the following new Section 6.02 is added.

6.02 Billing and Payment. Seller shall fax an invoice to Purchaser on the first and sixteenth day of each month for the coal delivered to Purchaser during the preceding two weeks at the base price hereof. Each invoice shall be paid by Purchaser within ten (10) days from receipt of the invoice. Adjustments under Section 6.01 shall be separately stated, and if not calculated in time for preparation of the monthly invoice may be stated as a retroactive adjustment on the invoice next following the calculation date. A statement showing the basis for the adjustment shall accompany said invoice.

In all other respects, Purchaser and Seller hereby ratify and reaffirm the Agreement as herein amended.

IN WITNESS WHEREOF, each party has caused this Sixth Amendment to be executed on its behalf by its proper officer thereunto duly authorized, all effective as of the day and year first above written.

WITNESS:

ELECTRIC FUELS CORPORATION

By _____
Vice President—Coal Procurement
Date Executed 10-19-01

WITNESS:

QUAKER COAL COMPANY, INC.

By _____
Authorized Agent
Date Executed October 19, 2001

LETTER AGREE
11-11-2002

Edwards Dec CF

AEP Energy Services, Inc.
155 West Nationwide Blvd., Suite 500
P O Box 16036
Columbus, OH 43216-0036

ENERGY SERVICES

November 11, 2002

Mr. Dennis G. Edwards
Electric Fuels Corporation
One Progress Plaza, BT10C
St. Petersburg, Florida 33701

Dear Dennis,

In accordance with Section 5.01, *Base Price Per Ton of Coal*, of the Sixth Amendment to the Agreement for the Sale and Purchase of Coal dated December 31, 1998; we hereby confirm that the base price for coal shipped during 2003 will be [redacted]

Quantities that carry over from 2002 into 2003 will be paid at the 2003 price.

If you are in agreement with the stated 2003 price above, please sign below and return one original copy to our offices.

Sincerely,

Michael F. Moran
Director –Marketing

Electric Fuels Corporation is in agreement with the 2003 coal price stated above:

11/20/02

Dennis G. Edwards
Vice President – Coal Procurement

Elec Dr

AEP Energy Services, Inc.
155 West Nationwide Blvd., Suite 500
P O Box 16036
Columbus, OH 43216-0036

AEP ENERGY SERVICES

'd 11-14-02
cc: AEP
DMD
FML
DGE
this to G

November 11, 2002

Mr. Dennis G. Edwards
Electric Fuels Corporation
One Progress Plaza, BT10C
St. Petersburg, Florida 33701

Dear Dennis,

In accordance with Section 5.01, ***Base Price Per Ton of Coal***, of the Sixth Amendment to the Agreement for the Sale and Purchase of Coal dated December 31, 1998; we hereby confirm that the base price for coal shipped during 2003 will be [redacted]

Quantities that carry over from 2002 into 2003 will be paid at the 2003 price.

If you are in agreement with the stated 2003 price above, please sign below and return one original copy to our offices.

Sincerely,

Michael F. Moran
Director –Marketing

Electric Fuels Corporation is in agreement with the 2003 coal price stated above:

Dennis G. Edwards
Vice President – Coal Procurement

LETTER AGREEMENT
16-2003

Exec Dir

Progress Energy

January 16, 2003

Mr. Mike Moran
Director - Marketing
AEP Energy Services, Inc.
155 West Nationwide Boulevard, Suite 500
Post Office Box 16036
Columbus, Ohio 43216-0036

RE: UNIT TRAIN NO. F105 LOADED JANUARY 11, 2003

Dear Mr. Moran:

The following will summarize our recent conversations regarding the handling of Unit Train No. F105 loaded on January 11, 2003, under the current contract between Progress Fuels Corporation (PFC) and AEP Energy Services, Inc.'s Quaker Coal Sales Company (Quaker) dated December 31, 1998, as amended (1.2 LB SO_2 Contract).

- The entire train, loaded by Quaker, was questionable with respect to meeting the contractual maximum of 2.1 LB SO_2.
- At least twelve (12) cars of the 90-car unit train contained product that is in excess of the maximum 2.1 LB SO_2 specification, and substantially below the guaranteed minimum 12,500 Btu specification.
- This unit train will require special handling at our Crystal River facility; and therefore, the plant will incur additional cost.

To compensate PFC for the additional cost incurred, AEP Energy Services, Inc. agrees to provide PFC an equivalent value of [redacted] the doing the following:

- In accordance with a mutually agreeable shipping schedule, Quaker will ship an additional two trains of 1.2 LB SO_2 coal (approximately 20,000 tons) on the 1.2 LB SO_2 Contract.
- The price to be charged will be [redacted] per ton, which is the 2003 price of the .90%-1.2% sulfur agreement between our companies dated November 3, 2000 (.90%-1.2% Sulfur Contract), as amended. The 2003 price on the 1.2 LB SO_2 Contract is $36 per ton.

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

- PFC agrees to reduce the 2003 contract tonnage on the .90%-1.2% Sulfur Contract by two (2) unit trains and increase the 2003 contract tonnage on the 1.2 LB SO_2 Contract by two (2) unit trains.

- All other terms and conditions of both the 1.2 LB SO_2 Contract and the .90%-1.2% Sulfur Contract will remain as stated in the respective contracts.

Please indicate your agreement with the above by signing in the signature block provided below and return one original to me for our files.

Sincerely,

A. W. Pitcher
Vice President—Coal Procurement

AWP/ro

cc: Mrs. Donna M. Davis
Mr. F. Michael Lelak
Mr. Roy F. Potter

Agreed to and accepted this the 28th day of January, 2003.

AEP Energy Services, Inc.

By: _____
Its: VICE PRESIDENT

#2

#2

FINANCIAL CENTRAL FILE

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

POD #2
Contains Confidential info

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone N
Person Concerning Data Sub
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

SPECIFIED CONFIDENTIAL

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	28,898	[redacted]	[redacted]	$53.14	1.01	12,563	9.08	7.00
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	128,286			$51.99	1.05	12,790	7.99	6.73
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	9,655			$52.09	1.15	12,021	11.02	7.83
4	Transfer Facility	N/A	N/A	OB	N/A			$0.00	N/A	N/A	N/A	N/A

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

SPECIFIED
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Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	28,898	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	128,286							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	9,655							
4	Transfer Facility	N/A	N/A	N/A							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	28,898	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.1
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	128,286	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$51.9
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,655	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$52.0
4	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$0.0

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	08/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	47,142	2A	(k) Quality Adjustments		$ [redacted]	$ 56.17	Quality Adjustment
2	10/03	CR1&2	CR1&2	AEP Coal Company, Inc.	1	40,071	2A	(k) Quality Adjustments		$ [redacted]	$ 52.81	Quality Adjustment

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	38,376	[redacted]	[redacted]	$54.24	0.67	12,574	8.57	7.66
2	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	9,592			$54.49	0.63	12,731	8.14	6.94
3	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	221			$49.24	0.68	12,956	8.01	5.87
4	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	9,148			$49.24	0.68	12,956	8.01	5.87
5	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	28,554			$54.74	0.61	12,870	7.80	6.53
6	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,490			$48.49	0.66	12,805	8.27	6.28
7	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	18,582			$59.61	0.66	12,558	11.35	5.08
8	Koch Carbon, LLC	08 , Ky , 195	S	UR	19,084			$53.59	0.69	12,934	6.95	7.36
9	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	2,178			$58.11	0.66	12,543	9.06	6.98
10	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	25,730			$51.86	0.67	12,532	8.30	7.87
11	Transfer Facility	N/A	N/A	OB	157,948			$65.55	0.67	12,386	9.09	8.64

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	38,376	[redacted]						
2	AEP Coal Company, Inc.	08 , Ky , 195	MTC	9,592							
3	AEP Coal Company, Inc.	08 , Ky , 195	MTC	221							
4	AEP Coal Company, Inc.	08 , Ky , 195	MTC	9,148							
5	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	28,554							
6	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,490							
7	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	18,582							
8	Koch Carbon, LLC	08 , Ky , 195	S	19,084							
9	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	2,178							
10	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	25,730							
11	Transfer Facility	N/A	N/A	157,948							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	38,376	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,592	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
3	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	221	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
4	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,148	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
5	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	28,554	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
6	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,490	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
7	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	18,582	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
8	Koch Carbon, LLC	08 , Ky , 195	Pike, Ky	UR	19,084	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
9	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	2,178	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
10	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	25,730	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]
11	Transfer Facility	N/A	Plaquemines Parrish, La	OB	157,948	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	[redacted]

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	10/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	5	9,933	2A	(k) Quality Adjustments		[redacted]	$ 48.91	Quality Adjustment
2	10/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	6	19,211	2A	(k) Quality Adjustments		[redacted]	$ 59.81	Quality Adjustment
3	08/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	7	46,693	2A	(k) Quality Adjustments		[redacted]	$ 58.81	Quality Adjustment
4	10/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	116	2A	(k) Quality Adjustments		[redacted]	$ 54.08	Quality Adjustment
5	10/03	CR4&5	CR4&5	AEP Coal Company, Inc.	2	30,110	2A	(k) Quality Adjustments		[redacted]	$ 54.13	Quality Adjustment
6	10/03	CR4&5	CR4&5	Progress Fuels Corporation	9	9,293	2A	(k) Quality Adjustments		[redacted]	$ 54.97	Quality Adjustment
7	08/03	CR4&5	CR4&5	Progress Fuels Corporation	8	17,947	2A	(k) Quality Adjustments		[redacted]	$ 55.42	Quality Adjustment
8	10/03	CR4&5	CR4&5	Koch Carbon, LLC	7	19,694	2A	(k) Quality Adjustments		[redacted]	$ 53.08	Quality Adjustment
9	10/03	CR4&5	CR4&5	AEP Coal Company, Inc.	3	9,002	2A	(k) Quality Adjustments		[redacted]	$ 48.85	Quality Adjustment

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
			-- None --									

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Increases ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
			-- None --								

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

SPECIFIED CONFIDENTIAL

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
			-- None --													

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

SPECIFIED
CONFIDENTIAL

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	10/03	Transfer Facility-MIT		Drummond Coal Sales, Inc.	1	16,703	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 39.26	Quality Adjustment

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
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5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	25 , IM , 999	S	GB	11,989	[redacted]	[redacted]	$38.60	0.54	12,791	7.25	7.54
2	Kanawha River Terminal	08 , WV , 39	STC	B	1,708			$59.11	0.64	12,109	13.14	5.72
3	Marmet Synfuel, LLC	08 , WV , 39	STC	B	25,053			$60.86	0.61	12,776	7.66	8.67

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
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5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Emerald International Corp.	25 , IM , 999	S	11,989	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Kanawha River Terminal	08 , WV , 39	STC	1,708							
3	Marmet Synfuel, LLC	08 , WV , 39	STC	25,053							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15, 2004

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	Emerald International Corp.	25 , IM , 999	Weglokoks, Pol	GB	11,989	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$38.60
2	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	1,708	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$59.11
3	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	25,053	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$60.86

FPSC FORM NO. 423 2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. November 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: January 15 2004

SPECIFIED CONFIDENTIAL

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	09/03	Transfer Facility-IMT		Kanawha River Terminal	5	32,825	2A	(k) Quality Adjustments		$ [redacted]	$ 56.73	Quality Adjustment
2	09/03	Transfer Facility-IMT		Marmet Synfuel, LLC	6	33,923	2A	(k) Quality Adjustments		$ [redacted]	$ 60.31	Quality Adjustment
3	10/03	Transfer Facility-IMT		Emerald International Corp.	1	32,400	2A	(k) Quality Adjustments		$ [redacted]	$ 37.69	Quality Adjustment
4	10/03	Transfer Facility-IMT		Marmet Synfuel, LLC	4	33,089	2A	(k) Quality Adjustments		$ [redacted]	$ 60.15	Quality Adjustment
5	08/03	Transfer Facility-IMT		Emerald International Corp.	1	28,129	2A	(k) Quality Adjustments		$ [redacted]	$ 38.46	Quality Adjustment

CENTRAL FILE

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	40,071	[redacted]	[redacted]	$52.77	1.01	12,513	9.45	6.88
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	147,486			$51.62	1.10	12,795	7.99	6.66
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	9,986			$56.12	1.34	12,410	9.90	6.35
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	19,324			$51.72	1.22	12,549	10.02	5.76
5	Transfer Facility	N/A	N/A	OB	12,277			$61.25	0.73	12,307	8.98	8.42

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	40,071	[redacted]						
2	Consolidated Coal Sales	08 , Ky , 133	MTC	147,486							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	9,986							
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	19,324							
5	Transfer Facility	N/A	N/A	12,277							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	40,071	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$52.77
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	147,486	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$51.62
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,986	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56.12
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	19,324	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$51.72
5	Transfer Facility	N/A	Plaquemines Parrish, La	OB	12,277	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$61.25

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	07/03	CR1&2	CR1&2	Consolidated Coal Sales	2	68,040	2A	(k) Quality Adjustments		[redacted]	$ 57.34	Quality Adjustment
2	09/03	CR1&2	CR1&2	Consolidated Coal Sales	2	67,367	2A	(k) Quality Adjustments		[redacted]	$ 56.28	Quality Adjustment
3	09/03	CR1&2	CR1&2	Consolidated Coal Sales	3	18,885	2A	(k) Quality Adjustments		[redacted]	$ 51.78	Quality Adjustment
4	08/03	CR1&2	CR1&2	Consolidated Coal Sales	2	57,277	2A	(k) Quality Adjustments		[redacted]	$ 57.34	Quality Adjustment
5	07/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	48,073	2	(f) Tons	[redacted]	[redacted]	$ 57.38	Tonnage Adjustment
6	07/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	48,184	2A	(k) Quality Adjustments *(see line above)*		[redacted]	$ 57.31	Quality Adjustment
7	07/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	4	9,644	2A	(k) Quality Adjustments		[redacted]	$ 52.44	Quality Adjustment
8	09/03	CR1&2	CR1&2	AEP Coal Company, Inc.	1	39,294	2A	(k) Quality Adjustments		[redacted]	$ 53.13	Quality Adjustment

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	116	[redacted]	[redacted]	$53.87	0.76	12,677	10.13	5.43
2	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	30,110			$53.87	0.74	12,590	9.56	6.32
3	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	9,002			$48.87	0.73	12,792	8.00	7.10
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	27,437			$54.37	0.68	12,796	8.03	6.35
5	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,933			$48.12	0.68	12,828	7.98	6.26
6	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	19,211			$59.24	0.71	12,677	11.11	4.64
7	Koch Carbon, LLC	08 , Ky , 195	S	UR	19,694			$53.22	0.67	12,948	8.09	5.90
8	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	9,738			$57.74	0.76	13,039	7.47	7.18
9	Progress Fuels Corporation	08 , WV , 45	S	UR	9,293			$54.39	0.77	13,010	8.49	5.22
10	Transfer Facility	N/A	N/A	OB	181,760			$63.03	0.67	12,522	8.09	8.59
11	Transfer Facility	N/A	N/A	OB	16,703	[redacted]	[redacted]	$48.19	0.42	11,852	4.66	10.64

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	116	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	MTC	30,110							
3	AEP Coal Company, Inc.	08 , Ky , 195	MTC	9,002							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	27,437							
5	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,933							
6	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	19,211							
7	Koch Carbon, LLC	08 , Ky , 195	S	19,694							
8	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	9,738							
9	Progress Fuels Corporation	08 , WV , 45	S	9,293							
10	Transfer Facility	N/A	N/A	181,760							
11	Transfer Facility	N/A	N/A	16,703	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	116	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.87
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	30,110	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.87
3	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,002	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48.87
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	27,437	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.37
5	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,933	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48.12
6	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	19,211	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$59.24
7	Koch Carbon, LLC	08 , Ky , 195	Pike, Ky	UR	19,694	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.22
8	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	9,738	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$57.74
9	Progress Fuels Corporation	08 , WV , 45	Logan, Wv	UR	9,293	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.39
10	Transfer Facility	N/A	Plaquemines Parrish, La	OB	181,760	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$63.03
11	Transfer Facility	N/A	Mobile, AL	OB	16,703	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48.19

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

SPECIFIED CONFIDENTIAL

6. Date Completed: December 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	09/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	9,215	2A	(k) Quality Adjustments		$ [redacted]	$ 48.97	Quality Adjustment
2	09/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	19,542	2A	(k) Quality Adjustments		$ [redacted]	$ 55.44	Quality Adjustment
3	09/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	18,353	2A	(k) Quality Adjustments		$ [redacted]	$ 60.06	Quality Adjustment
4	07/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	7	46,574	2A	(k) Quality Adjustments		$ [redacted]	$ 59.37	Quality Adjustment
5	09/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	48,031	2A	(k) Quality Adjustments		$ [redacted]	$ 54.08	Quality Adjustment
6	09/03	CR4&5	CR4&5	Koch Carbon, LLC	6	27,852	2A	(k) Quality Adjustments		$ [redacted]	$ 58.08	Quality Adjustment

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Drummond Coal Sales, Inc.	25 , IM , 999	S	GB	16,703	[redacted]	[redacted]	$38.80	0.42	11,852	4.66	10.64

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Increases ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Drummond Coal Sales, Inc.	25 , IM , 999	S	16,703	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	Drummond Coal Sales, Inc.	25 , IM , 999	Cartagena, Col	GB	16,703	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	[redacted]

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: McDuffie Coal Terminal

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
				- None -								

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

SPECIFIED CONFIDENTIAL

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	25 , IM , 999	S	GB	32,400	[redacted]	[redacted]	$38.60	0.56	12,483	7.50	9.09
2	Guasare Coal Sales Corp	50 , IM , 999	S	GB	43,286			$49.90	0.70	13,097	5.95	6.93
3	Kanawha River Terminal	08 , WV , 39	STC	B	53,265			$59.11	0.71	12,288	11.98	5.77
4	Marmet Synfuel, LLC	08 , WV , 39	STC	B	33,089			$60.86	0.64	12,973	7.25	7.74

FPSC FORM NO. 423 2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
2	Emerald International Corp.	25 , IM , 999	S	32,400	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Guasare Coal Sales Corp	50 , IM , 999	S	43,286							
3	Kanawha River Terminal	08 , WV , 39	STC	53,265							
4	Marmet Synfuel, LLC	08 , WV , 39	STC	33,089							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
2	Emerald International Corp.	25 , IM , 999	Weglokoks, Pol	GB	32,400	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$38.60
2	Guasare Coal Sales Corp	50 , IM , 999	Maracaibo, VZ	GB	43,286	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$49.90
3	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	53,265	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$59.11
4	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	33,089	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$60.86

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. October 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: December 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	09/03	Transfer Facility-IMT		Emerald International Corp.	1	12,803	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 39.32	Quality Adjustment
2	09/03	Transfer Facility-IMT		Guasare Coal Sales Corp	3	43,958	2A	(k) Quality Adjustments		[redacted]	$ 45.20	Quality Adjustment
3	01/02	Transfer Facility-IMT		Pen Coal Company	1	3,390	2A	(f) F.O.B. Mine Price	[redacted]	[redacted]	$ 49.23	Price correction

CENTRAL FILE

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	39,294	[redacted]	[redacted]	$53.06	1.07	12,525	9.72	6.79
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	67,367			$56.41	1.17	12,785	7.93	7.12
3	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	18,885			$51.91	1.18	12,640	8.68	7.12
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	48,308			$56.41	1.26	12,561	9.74	5.95
5	Transfer Facility	N/A	N/A	OB	N/A			N/A	N/A	N/A	N/A	N/A

FPSC FORM NO 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4 Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

SPECIFIED CONFIDENTIAL

Line	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	39,294	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	67,367							
3	Consolidated Coal Sales	08 , Ky , 133	MTC	18,885							
4	Massey Coal Sales Company, Inc	08 , Ky , 195	MTC	48,308							
5	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	39,294	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.06
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	67,367	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56.41
3	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	18,885	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$51.91
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	48,308	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56.41
5	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	N/A

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	06/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	48,320	2A	(k) Quality Adjustments		[redacted]	$ 56.62	Quality Adjustment
2	08/03	CR1&2	CR1&2	AEP Coal Company, Inc.	1	38,856	2A	(k) Quality Adjustments		[redacted]	$ 53.61	Quality Adjustment

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality			
									Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	48,031	[redacted]	[redacted]	$54.16	0.70	12,473	1.01	6.60
2	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	10,389			$49.11	0.67	12,778	7.96	7.16
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	19,542			$54.66	0.62	12,766	8.18	6.39
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,215			$48.41	0.57	12,731	8.42	6.55
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	18,353			$59.55	0.71	12,659	11.57	4.15
6	Koch Carbon, LLC	08 , Ky , 195	S	UR	27,852			$53.51	0.71	12,909	7.46	6.93
7	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	19,793			$58.05	0.73	12,825	8.58	7.12
8	Progress Fuels Corporation	08 , Ky , 119	S	UR	28,076			$54.74	0.70	12,908	7.45	6.50
9	Transfer Facility	N/A	N/A	OB	212,201			$62.94	0.66	12,240	9.21	9.00

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	48,031	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	MTC	10,389							
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	19,542							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,215							
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	18,353							
6	Koch Carbon, LLC	08 , Ky , 195	S	27,852							
7	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	19,793							
8	Progress Fuels Corporation	08 , Ky , 119	S	28,076							
9	Transfer Facility	N/A	N/A	212,201							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	48,031	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.16
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	10,389	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$49.11
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	19,542	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.66
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,215	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48.41
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	18,353	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$59.55
6	Koch Carbon, LLC	08 , Ky , 195	Pike, Ky	UR	27,852	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.51
7	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	19,793	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$58.05
8	Progress Fuels Corporation	08 , Ky , 119	Knott, Ky	UR	28,076	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.74
9	Transfer Facility	N/A	Plaquemines Parrish, La	OB	212,201	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$62.94

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES
Page 1 of 2

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
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5. Signature of Official Submitting Report

Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fc Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	07/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	9,909	2A	(k) Quality Adjustments		$ [redacted]	$ 56.63	Quality Adjustm
2	06/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	19,910	2A	(k) Quality Adjustments		$ [redacted]	$ 55.67	Quality Adjustm
3	08/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	9,810	2A	(k) Quality Adjustments		$ [redacted]	$ 56.22	Quality Adjustm
4	08/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	9,903	2A	(k) Quality Adjustments		$ [redacted]	$ 49.69	Quality Adjustm
5	08/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	18,044	2A	(k) Quality Adjustments		$ [redacted]	$ 60.70	Quality Adjustm
6	06/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	6	75,785	2A	(k) Quality Adjustments		$ [redacted]	$ 59.72	Quality Adjustm
7	08/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	38,397	2A	(k) Quality Adjustments		$ [redacted]	$ 55.18	Quality Adjustm
8	08/03	CR4&5	CR4&5	AEP Coal Company, Inc.	2	9,663	2A	(k) Quality Adjustments		$ [redacted]	$ 49.77	Quality Adjustm
9	08/03	CR4&5	CR4&5	Koch Carbon, LLC	6	9,406	2A	(k) Quality Adjustments		$ [redacted]	$ 54.15	Quality Adjustm

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality			
									Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	25 , IM , 999	S	GB	12,803	[redacted]	[redacted]	$38.60	0.56	13,060	6.35	7.91
2	Emerald International Corp.	45 , IM , 999	S	GB	31,648			$36.35	0.58	11,939	8.64	9.76
3	Guasare Coal Sales Corp	50 , IM , 999	S	GB	43,958			$44.59	0.74	13,193	6.07	5.97
4	Kanawha River Terminal	08 , WV , 39	STC	B	26,654			$59.11	0.69	12,345	11.71	6.08
5	Kanawha River Terminal	08 , WV , 39	STC	B	32,825			$57.11	0.69	12,406	10.99	6.60
6	Marmet Synfuel, LLC	08 , WV , 39	STC	B	33,923			$60.86	0.72	13,025	7.72	7.00

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Emerald International Corp.	25 , IM , 999	S	12,803	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Emerald International Corp.	45 , IM , 999	S	31,648							
3	Guasare Coal Sales Corp	50 , IM , 999	S	43,958							
4	Kanawha River Terminal	08 , WV , 39	STC	26,654							
5	Kanawha River Terminal	08 , WV , 39	STC	32,825							
6	Marmet Synfuel, LLC	08 , WV , 39	STC	33,923							

FPSC FORM NO. 423 2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4 Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Lin No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pla Pri ($/T
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(c
1	Emerald International Corp.	25 , IM , 999	Weglokoks, Pol	GB	12,803	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$38
2	Emerald International Corp.	45 , IM , 999	Santa Marta, Col	GB	31,648		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$36
3	Guasare Coal Sales Corp	50 , IM , 999	Maracaibo, VZ	GB	43,958		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$44
4	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	26,654		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$59
5	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	32,825		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$57
6	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	33,923		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$60

FPSC FORM NO 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. September 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4 Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: November 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fc Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	08/03	Transfer Facility-IMT		Emerald International Corp.	2	33,251	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 35.95	Quality Adjustm
2	08/03	Transfer Facility-IMT		Guasare Coal Sales Corp	3	51,555	2A	(k) Quality Adjustments			$ 45.07	Quality Adjustm
3	05/03	Transfer Facility-IMT		Marmet Synfuel, LLC	4	38,319	2A	(k) Quality Adjustments			$ 60.53	Quality Adjustm
4	06/03	Transfer Facility-IMT		Marmet Synfuel, LLC	3	34,254	2A	(k) Quality Adjustments			$ 60.42	Quality Adjustm

CENTRAL FILE

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003
2. Reporting Company: Florida Power Corporation
3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line		Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	38,856	[redacted]	[redacted]	$53.44	1.06	12,562	9.95	6.24
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	57,277			$56.79	1.13	12,985	7.14	6.53
3	Massey Coal Sales Company, Inc	08 , Ky , 195	MTC	UR	47,142			$56.79	0.96	12,324	11.26	5.96
4	Transfer Facility	N/A	N/A	OB	N/A			N/A	N/A	N/A	N/A	N/A

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	38,856	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	57,277							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	47,142							
4	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pla Pri ($/T
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	38,856	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	57,277	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	47,142	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56
4	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	N/

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

SPECIFIED CONFIDENTIAL

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	07/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	56,810	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 56.57	Quality Adj. Rev
2	08/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	65,768	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 56.83	Quality Adj. Rev
3	10/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	38,830	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 55.75	Quality Adj. Rev
4	11/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	34,711	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 55.61	Quality Adj. Rev
5	12/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	65,349	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 54.86	Quality Adj. Rev
6	01/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	28,650	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 56.92	Quality Adj. Rev
7	01/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	4	8,985	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 59.43	Quality Adj. Rev
8	02/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	37,602	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 57.11	Quality Adj. Rev
9	03/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	46,640	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 57.22	Quality Adj. Rev
10	05/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	38,416	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 57.11	Quality Adj. Rev
11	07/03	CR1&2	CR1&2	AEP Coal Company, Inc.	1	47,426	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 54.46	Quality Adjustm

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	38,397	[redacted]	[redacted]	$54.54	0.70	12,723	9.18	6.39
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	9,663			$49.54	0.67	12,894	8.03	6.68
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,810			$55.04	0.55	12,905	7.50	6.36
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,903			$48.79	0.57	12,872	7.73	6.48
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	18,044			$59.93	0.69	12,741	10.61	4.66
6	Koch Carbon, LLC	08 , Ky , 195	S	UR	9,406			$53.89	0.70	13,095	7.34	5.86
7	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	46,693			$58.43	0.68	12,195	12.08	6.51
8	Progress Fuels Corporation	08 , Ky , 119	S	UR	17,947			$55.12	0.71	12,910	8.35	5.55
9	Transfer Facility	N/A	N/A	OB	197,924			$63.86	0.61	12,449	8.08	8.95

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	38,397	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	9,663							
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,810							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,903							
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	18,044							
6	Koch Carbon, LLC	08 , Ky , 195	S	9,406							
7	Massey Coal Sales Co., Inc	08 , WV , 45	LTC	46,693							
8	Progress Fuels Corporation	08 , Ky , 119	S	17,947							
9	Transfer Facility	N/A	N/A	197,924							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003
2. Reporting Company: Florida Power Corporation
3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pla Pri ($/T
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	38,397	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,663	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$49
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,810	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$55
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,903	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	18,044	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$59
6	Koch Carbon, LLC	08 , Ky , 195	Pike, Ky	UR	9,406	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53
7	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	46,693	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$58
8	Progress Fuels Corporation	08 , Ky , 119	Knott, Ky	UR	17,947	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$55
9	Transfer Facility	N/A	Plaquemines Parrish, La	OB	197,924	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$63

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES
Page 1 of 2

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	07/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	3	47,270	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 57.65	Quality Adj. Revi
2	08/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	3	45,990	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 59.53	Quality Adj. Revi
3	09/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	4	63,494	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 59.13	Quality Adj. Revi
4	10/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	3	56,482	2	(f) Tons	[redacted]	[redacted]	$ 57.94	Tonnage Adjustn
5	10/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	3	56,804	2A	(k) Quality Adjustments *(see line above)*	$ [redacted]	$ [redacted]	$ 58.13	Quality Adj. Revi
6	11/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	4	29,228	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 59.56	Quality Adj. Revi
7	11/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	5	18,919	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 54.39	Quality Adj. Revi
8	12/02	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	3	67,770	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 58.26	Quality Adj. Revi
9	01/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	4	38,455	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 59.43	Quality Adj. Revi
10	02/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	7	57,106	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 69.22	Quality Adj. Revi
11	03/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	6	46,381	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 60.32	Quality Adj. Revi
12	04/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	6	48,171	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 59.72	Quality Adj. Revi
13	05/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	6	47,942	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 60.33	Quality Adj. Revi
14	07/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	9,996	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 49.76	Quality Adjustme
15	07/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	18,577	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 60.75	Quality Adjustme

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES
Page 2 of 2

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
16	07/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	38,142	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 55.46	Quality Adjustmen
17	07/03	CR4&5	CR4&5	Koch Carbon, LLC	6	17,975	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 54.37	Quality Adjustmen

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report

Donna M. Davis

Donna M, Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality			
									Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	25 , IM , 999	S	GB	28,129	[redacted]	[redacted]	$38.60	0.53	12,794	6.33	8.54
2	Emerald International Corp.	45 , IM , 999	S	GB	33,251			$36.35	0.49	11,948	7.44	10.42
3	Guasare Coal Sales Corp	50 , IM , 999	S	GB	51,555			$44.27	0.61	13,153	5.03	7.01
4	Kanawha River Terminal	08 , WV , 39	STC	B	53,047			$59.11	0.67	12,265	11.78	6.18
5	Marmet Synfuel, LLC	08 , WV , 39	STC	B	33,799			$60.86	0.63	12,893	8.26	7.20

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Emerald International Corp.	25 , IM , 999	S	28,129	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Emerald International Corp.	45 , IM , 999	S	33,251							
3	Guasare Coal Sales Corp	50 , IM , 999	S	51,555							
4	Kanawha River Terminal	08 , WV , 39	STC	53,047							
5	Marmel Synfuel, LLC	08 , WV , 39	STC	33,799							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pl Pr ($/T
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	Emerald International Corp.	25 , IM , 999	Weglokoks, Pol	GB	28,129	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$3
2	Emerald International Corp.	45 , IM , 999	Santa Marta, Col	GB	33,251		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$3
3	Guasare Coal Sales Corp	50 , IM , 999	Maracaibo, VZ	GB	51,555		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$4
4	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	53,047		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$5
5	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	33,799		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		$6

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. August 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. **Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form**
Donna M. Davis, Director - Regulatory & Adm. Services
(727) 824-6627

5. Signature of Official Submitting Report
Donna M. Davis
Donna M. Davis, Director - Regulatory & Adm. Services

6. Date Completed: October 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fo Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	01/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	3	9,071	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$61.46	Quality Adj. Rev
2	01/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	4	8,231	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$61.46	Quality Adj. Rev
3	02/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	4	14,355	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$59.91	Quality Adj. Rev
4	03/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	3	47,293	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$58.64	Quality Adj. Rev
5	04/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	2	53,511	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$58.60	Quality Adj. Rev
6	05/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	3	55,240	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$58.15	Quality Adj. Rev
7	07/03	Transfer Facility-IMT		Marmet Synfuel, LLC	3	10,906	2A	(k) Quality Adjustments		$ [redacted]	$59.92	Quality Adjustm
8	07/03	Transfer Facility-IMT		Guasare Coal Sales Corp	1	43,276	2A	(k) Quality Adjustments		$ [redacted]	$46.56	Quality Adjustm
9	07/03	Transfer Facility-IMT		Marmet Synfuel, LLC	4	23,059	2A	(k) Quality Adjustments		$ [redacted]	$60.24	Quality Adjustm
10	03/02	Transfer Facility-IMT		Guasare Coal Sales Corp	2	47,873	2B	(p) Trans. Charges	$ [redacted]	$ [redacted]	$54.91	Reporting Adjm
11	05/02	Transfer Facility-IMT		Guasare Coal Sales Corp	1	58,754	2B	(p) Trans. Charges	$ [redacted]	$ [redacted]	$54.94	Reporting Adjm
12	07/02	Transfer Facility-IMT		Guasare Coal Sales Corp	1	52,021	2B	(p) Trans. Charges	$ [redacted]	$ [redacted]	$54.99	Reporting Adjm

CENTRAL FILE

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	47,426	[redacted]	[redacted]	$54.03	1.06	12,655	9.31	6.52
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	68,040	[redacted]	[redacted]	$57.38	1.05	12,786	7.90	6.96
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	48,073	[redacted]	[redacted]	$57.38	1.01	12,480	10.15	6.21
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	9,644	[redacted]	[redacted]	$53.56	1.24	12,180	12.74	5.89
5	Massey Coal Sales Company, Inc.	08 , WV , 45	MTC	UR	9,480	[redacted]	[redacted]	$51.89	0.78	12,023	12.54	7.86
6	Transfer Facility	N/A	N/A	OB	N/A	[redacted]	[redacted]	N/A	N/A	N/A	N/A	N/A

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

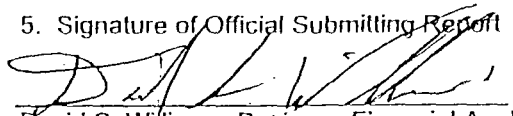
2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report



David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	47,426	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	68,040							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	48,073							
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	9,644							
5	Massey Coal Sales Company, Inc.	08 , WV , 45	MTC	9,480							
6	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003
2. Reporting Company: Florida Power Corporation
3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	47,426	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	68,040	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$57
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	48,073	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$57
4	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,644	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53
5	Massey Coal Sales Company, Inc.	08 , WV , 45	Pike, Ky	UR	9,480	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$5
6	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	N

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

SPECIFIED CONFIDENTIAL

6. Date Completed: September 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fc Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	06/03	CR1&2	CR1&2	Consolidated Coal Sales	2	86,586	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 56.36	Quality Adjustr
2	01/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	4	8,985	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 59.19	Quality Adjustr
3	04/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	64,946	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 56.87	Quality Adjustr
4	05/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	38,416	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 57.09	Quality Adjustr
5	06/03	CR1&2	CR1&2	AEP Coal Company, Inc.	1	38,187	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 53.22	Quality Adjustr
6	01/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	28,650	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 56.88	Quality Adjustr
7	02/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	37,602	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 57.07	Quality Adjustr
8	03/03	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	46,640	2A	(k) Quality Adjustments	$ [redacted]	$ [redacted]	$ 57.18	Quality Adjustr

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	38,142	[redacted]	[redacted]	$55.13	0.71	12,615	9.40	6.48
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	9,777			$50.29	0.67	12,864	7.55	6.52
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,909			$55.63	0.52	12,844	8.20	6.11
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,996			$49.38	0.51	12,658	7.92	7.39
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	18,577			$60.52	0.70	12,573	10.97	3.27
6	Koch Carbon, LLC	08 , Ky , 195	S	UR	17,975			$54.48	0.73	12,961	7.84	6.04
7	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	46,574			$59.02	0.68	12,187	11.69	7.04
8	Transfer Facility	N/A	N/A	OB	98,123			$67.88	0.65	12,138	9.92	9.26

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

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Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	38,142	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	9,777							
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,909							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,996							
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	18,577							
6	Koch Carbon, LLC	08 , Ky , 195	S	17,975							
7	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	46,574							
8	Transfer Facility	N/A	N/A	98,123							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

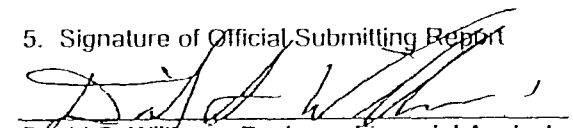
2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

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4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report



David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pla Pri ($/T
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	38,142	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$55
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,777	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$50
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,909	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$55
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,996	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$49
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	18,577	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$60
6	Koch Carbon, LLC	08 , Ky , 195	Pike, Ky	UR	17,975	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54
7	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	46,574	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$59
8	Transfer Facility	N/A	Plaquemines Parrish, La	OB	98,123	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$67

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fc Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	01/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	4	38,455	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 59.19	Quality Adjustn
2	02/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	7	57,106	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 69.07	Quality Adjustn
3	03/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	6	46,381	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 59.95	Quality Adjustn
4	04/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	6	48,171	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 59.47	Quality Adjustn
5	04/03	CR4&5	CR4&5	Massey Coal Sales Co., Inc.	6	47,942	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 59.97	Quality Adjustn
6	05/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	29,668	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 56.11	Quality Adjustn
7	06/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	9,956	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 49.26	Quality Adjustn
8	06/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	17,936	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 60.01	Quality Adjustn
9	06/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	28,968	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 54.64	Quality Adjustn
10	06/03	CR4&5	CR4&5	AEP Coal Company, Inc.	2	9,652	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 49.57	Quality Adjustn

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Guasare Coal Sales Corp	50 , IM , 999	S	GB	43,276	[redacted]	[redacted]	$44.83	0.64	13,566	4.11	5.92
2	Kanawha River Terminal	08 , WV , 39	STC	B	43,067	[redacted]	[redacted]	$59.11	0.70	12,416	11.67	5.74
3	Marmet Synfuel, LLC	08 , WV , 39	STC	B	10,906	[redacted]	[redacted]	$60.86	0.64	12,901	8.29	7.33
4	Marmet Synfuel, LLC	08 , WV , 39	STC	B	23,059	[redacted]	[redacted]	$60.86	0.63	13,002	7.81	7.15

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

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Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Guasare Coal Sales Corp	50 , IM , 999	S	43,276	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Kanawha River Terminal	08 , WV , 39	STC	43,067							
3	Marmet Synfuel, LLC	08 , WV , 39	STC	10,906							
4	Marmet Synfuel, LLC	08 , WV , 39	STC	23,059							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. July 2003

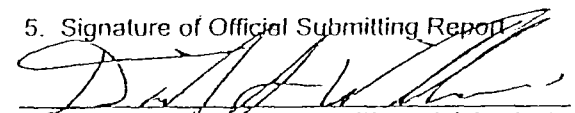
2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report:



David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(
1	Guasare Coal Sales Corp	50 , IM , 999	Maracaibo, VZ	GB	43,276	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$4
2	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	43,067	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5
3	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	10,906	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$6
4	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	23,059	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$6

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. July 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: September 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fo Revisior
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	04/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	2	53,511	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 58.71	Quality Adjustn
2	05/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	3	55,240	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 58.35	Quality Adjustn
3	01/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	3	9,071	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 60.97	Quality Adjustn
4	01/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	4	8,231	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 60.97	Quality Adjustn
5	02/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	4	14,355	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 59.75	Quality Adjustn
6	03/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	3	47,293	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 58.74	Quality Adjustn
7	05/03	Transfer Facility-IMT		Massey Coal Sales Co., Inc.	3	55,240	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 58.35	Quality Adjustn
8	01/03	Transfer Facility-IMT		Kanawha River Terminal	9	13,931	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 60.97	Quality Adjustn
9	06/03	Transfer Facility-IMT		Guasare Coal Sales Corp	1	51,487	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 44.74	Quality Adjustn

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transpor-tation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transpor-tation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	38,187	[redacted]	[redacted]	$53.32	1.07	12,464	10.22	5.15
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	86,586	[redacted]	[redacted]	$56.67	1.11	12,697	7.92	7.75
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	48,320	[redacted]	[redacted]	$56.67	0.91	12,487	9.60	6.91
4	Transfer Facility	N/A	N/A	OB	N/A	[redacted]	[redacted]	N/A	N/A	N/A	N/A	N/A

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

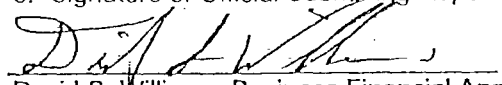
1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	38,187	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	86,586							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	48,320							
4	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
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4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
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David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B Plant Price ($/Ton
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	38,187	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.3
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	86,586	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56.6
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	48,320	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56.6
4	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	N/A

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED
CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	04/03	CR1&2	CR1&2	Consolidated Coal Sales	2	58,124	2A	(k) Quality Adjustments	[redacted]	[redacted]	$57.11	Quality Adjustme
2	05/03	CR1&2	CR1&2	Consolidated Coal Sales	2	68,539	2A	(k) Quality Adjustments	[redacted]	[redacted]	$56.42	Quality Adjustme
3	05/03	CR1&2	CR1&2	AEP Coal Inc.	1	67,763	2A	(k) Quality Adjustments	[redacted]	[redacted]	$53.81	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

SPECIFIED CONFIDENTIAL

6. Date Completed: August 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	28,968	[redacted]	[redacted]	$54.41	0.71	12,579	8.57	7.73
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	9,652			$49.41	0.69	12,867	7.67	7.10
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	19,910			$54.91	0.62	12,762	7.86	6.88
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,956			$48.66	0.69	12,748	8.00	7.06
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	17,936			$59.83	0.66	12,555	11.22	4.92
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	75,785			$58.33	0.69	12,447	9.75	7.48
7	Transfer Facility	N/A	N/A	OB	132,364			$66.62	0.66	12,455	9.14	8.50

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report
David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

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Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	28,968	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	9,652							
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	19,910							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,956							
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	17,936							
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	75,785							
7	Transfer Facility	N/A	N/A	132,364							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
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5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

SPECIFIED
CONFIDENTIAL

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B Plant Price ($/Ton
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	28,968	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.4
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,652	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$49.4
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	19,910	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.9
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,956	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48.6
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	17,936	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$59.8
6	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	75,785	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$58.3
7	Transfer Facility	N/A	Plaquemines Parrish, La	OB	132,364	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$66.6

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

SPECIFIED
CONFIDENTIAL

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	05/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	9,441	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$49.65	Quality Adjustme
2	05/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	9,427	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$60.34	Quality Adjustme
3	04/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	19,128	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$60.76	Quality Adjustme
4	05/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	18,610	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$54.47	Quality Adjustme
5	05/03	CR4&5	CR4&5	AEP Coal Company, Inc.	2	9,663	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$49.45	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

SPECIFIED CONFIDENTIAL

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Guasare Coal Sales Corp	50 , IM , 999	S	GB	51,487	[redacted]	[redacted]	$44.22	0.59	12,971	6.38	6.68
2	Kanawha River Terminal	08 , WV , 39	STC	B	56,400			$59.11	0.69	12,310	11.76	6.37
3	Marmet Synfuel, LLC	08 , WV , 39	S	B	34,254			$60.86	0.65	13,060	7.02	7.57

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

SPECIFIED
CONFIDENTIAL

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Guasare Coal Sales Corp	50 , IM , 999	S	51,487	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Kanawha River Terminal	08 , WV , 39	STC	56,400							
3	Marmet Synfuel, LLC	08 , WV , 39	S	34,254							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

SPECIFIED
CONFIDENTIAL

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B Plant Price ($/To
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	Guasare Coal Sales Corp	50 , IM , 999	Maracaibo, VZ	GB	51,487	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$44.2
2	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	56,400	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$59.7
3	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	34,254	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$60.8

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. June 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: August 15, 2003

SPECIFIED CONFIDENTIAL

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	05/03	Transfer Facility-IMT		Emerald International	2	22,050	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$36.91	Quality Adjustmen
2	04/03	Transfer Facility-IMT		Kanawha River Terminal	3	1,931	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$50.65	Quality Adjustmen
3	04/03	Transfer Facility-IMT		Kanawha River Terminal	4	11,243	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$50.65	Quality Adjustmen
4	04/03	Transfer Facility-IMT		Kanawha River Terminal	5	3,478	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$50.65	Quality Adjustmen

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	67,763	[redacted]	[redacted]	$53.54	1.08	12,596	9.50	6.79
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	68,539			$56.89	1.09	12,641	7.97	7.77
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	38,416			$56.89	0.99	12,564	9.24	7.00
4	Transfer Facility	N/A	N/A	OB	N/A			N/A	N/A	N/A	N/A	N/A

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003
2. Reporting Company: Florida Power Corporation
3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
   David S. Williams, Business Financial Analyst
   (727) 824-6642
5. Signature of Official Submitting Report

   David S. Williams, Business Financial Analyst
6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	se ce on)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)					
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	67,763	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	68,539							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	38,416							
4	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B Plant Price ($/To
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	67,763	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53.5
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	68,539	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56.8
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	38,416	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56.8
4	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	N/A

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	04/03	CR1&2	CR1&2	AEP Coal Company, Inc.	1	19,430	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$53.77	Quality Adjustme
2	08/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	65,768	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$56.73	Quality Adjustme
3	09/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	38,728	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$55.69	Quality Adjustme
4	10/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	38,830	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$55.73	Quality Adjustme
5	11/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	34,711	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$55.62	Quality Adjustme
6	12/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	65,349	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$54.89	Quality Adjustme
7	10/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	3	322	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$59.36	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	18,610	[redacted]	[redacted]	$54.64	0.69	12,440	10.10	6.95
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	9,663	[redacted]	[redacted]	$49.64	0.73	12,721	8.97	6.38
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	29,668	[redacted]	[redacted]	$55.14	0.61	12,833	8.12	6.20
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,441	[redacted]	[redacted]	$48.89	0.49	12,815	7.92	6.44
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	9,427	[redacted]	[redacted]	$60.06	0.73	12,586	11.38	4.86
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	47,942	[redacted]	[redacted]	$58.56	0.69	12,543	10.19	6.70
7	Transfer Facility	N/A	N/A	OB	214,787	[redacted]	[redacted]	$64.75	0.67	12,307	9.39	8.70

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	18,610	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	9,663	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	29,668	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,441	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	9,427	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	47,942	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
7	Transfer Facility	N/A	N/A	214,787	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B Plant Price ($/To
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	18,610	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54.(
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,663	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$49.(
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	29,668	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$55.
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,441	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48.
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	9,427	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$60.(
6	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	47,942	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$58.
7	Transfer Facility	N/A	Plaquemines Parrish, La	OB	214,787	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$64.

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	04/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	30,216	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$56.00	Quality Adjustm
2	08/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	3	45,990	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$59.14	Quality Adjustm
3	09/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	4	63,494	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$58.75	Quality Adjustm
4	10/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	3	56,482	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$57.94	Quality Adjustm
5	11/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	4	29,228	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$59.09	Quality Adjustm
6	11/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	5	18,919	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$54.77	Quality Adjustm
7	12/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	3	67,770	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$57.94	Quality Adjustm
8	04/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	38,374	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$54.70	Quality Adjustm
9	04/03	CR4&5	CR4&5	Marshall Resources, Inc.	7	9,647	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$51.99	Quality Adjustm
10	04/03	CR4&5	CR4&5	AEP Coal Company, Inc.	2	8,064	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$49.82	Quality Adjustm

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	25 , IM , 999	S	GB	15,330	[redacted]	[redacted]	$38.60	0.55	12,983	6.17	7.25
2	Emerald International Corp.	45 , IM , 999	S	GB	22,050			$36.35	0.53	12,305	7.06	8.50
3	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	B	55,240			$59.11	0.71	12,260	12.09	5.97
4	Marmet Synfuel, LLC	08 , WV , 39	S	B	38,319			$60.86	0.66	13,026	7.09	7.79

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Emerald International Corp.	25 , IM , 999	S	15,330	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Emerald International Corp.	45 , IM , 999	S	22,050							
3	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	55,240							
4	Marmet Synfuel, LLC	08 , WV , 39	S	38,319							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B Plant Price ($/Ton
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	Emerald International Corp.	25 , IM , 999	Weglokoks, Pol	GB	15,330	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$38.6
2	Emerald International Corp.	45 , IM , 999	Drummond, Colu	GB	22,050	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$36.3
3	Massey Coal Sales Co., Inc.	08 , WV , 5	Boone,Wv	B	55,240	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$59.1
4	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	38,319	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$60.8

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. May 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
David S. Williams, Business Financial Analyst
(727) 824-6642

5. Signature of Official Submitting Report

David S. Williams, Business Financial Analyst

6. Date Completed: July 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	04/03	Transfer Facility-IMT		Riverside Synfuel, LLC	8	10,205	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$56.73	Quality Adjustme
2	01/03	Transfer Facility-IMT		Kanawha River Terminal	8	7,890	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$58.03	Quality Adjustme
3	03/03	Transfer Facility-IMT		Marmet Synfuel, LLC	8	18,484	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$60.52	Quality Adjustme
4	01/03	Transfer Facility-IMT		Marmet Synfuel, LLC	10	35,463	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$60.79	Quality Adjustme
5	04/03	Transfer Facility-IMT		Marmet Synfuel, LLC	7	23,196	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$60.20	Quality Adjustme
6	04/03	Transfer Facility-IMT		Marmet Synfuel, LLC	6	9,725	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$60.64	Quality Adjustme
7	12/01	Transfer Facility-IMT		Pen Holdings, Inc	1	16,917	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$49.17	Quality Adjustme
8	01/02	Transfer Facility-IMT		Pen Holdings, Inc	1	3,390	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$49.48	Quality Adjustme
9	03/02	Transfer Facility-IMT		Pen Holdings, Inc	1	1,831	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$49.48	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

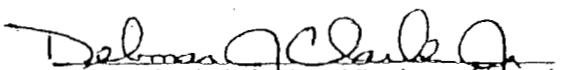
2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report



Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	29,625	[redacted]	[redacted]	$53.52	1.06	12,649	10.18	6.02
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	76,915			$56.87	1.13	12,902	7.27	7.13
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	46,640			$56.87	1.19	12,601	8.94	6.99
4	Transfer Facility	N/A	N/A	OB	N/A			N/A	N/A	N/A	N/A	N/A

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	29,625	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	76,915							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	46,640							
4	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003
2. Reporting Company: Florida Power Corporation
3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
   Delmar J. Clark Jr., Business Analyst
   (727) 824-6616
5. Signature of Official Submitting Report
   Delmar J. Clark Jr., Lead Business Financial Analyst
6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pla Pric ($/T
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	29,625	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	76,915		N/A			N/A	N/A	N/A	$0.00	$0.00		$56
3	Massey Coal Sales Company, Inc	08 , Ky , 195	Pike, Ky	UR	46,640		N/A			N/A	N/A	N/A	$0.00	$0.00		$56
4	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A		N/A			N/A	N/A	N/A	$0.00	$0.00		N/

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fc Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	02/03	CR1&2	CR1&2	Consolidated Coal Sales	1	57,854	2	(f) Tons	[redacted]	[redacted]	$56.82	Tonnage Adjus
2	02/03	CR1&2	CR1&2	Consolidated Coal Sales	1	57,851	2A	(k) Quality Adjustments *(see line above)*	[redacted]	[redacted]	$56.97	Quality Adjustn
3	12/02	CR1&2	CR1&2	Consolidated Coal Sales	1	121,165	2	(f) Tons	[redacted]	[redacted]	$54.29	Tonnage Adjus

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

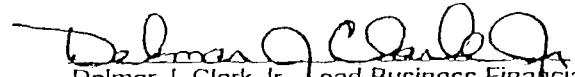
2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report



Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	40,171	[redacted]	[redacted]	$54.61	0.69	12,525	11.14	5.99
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	9,930			$49.61	0.67	12,861	9.47	5.85
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,182			$48.86	0.51	12,755	8.14	6.78
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	10,085			$55.11	0.51	12,700	8.55	6.26
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	16,991			$60.02	0.68	12,760	10.47	4.24
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	46,381			$58.52	0.71	12,550	10.29	6.13
7	Transfer Facility	N/A	N/A	OB	180,170			$65.48	0.63	12,507	8.11	9.26

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	40,171	[redacted]						
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	9,930							
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,182							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	10,085							
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	16,991							
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	46,381							
7	Transfer Facility	N/A	N/A	180,170							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pl Pr ($/
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	40,171	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$5
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,930	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$4
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,182	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$4
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	10,085	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$5
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	16,991	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$6
6	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	46,381	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$5
7	Transfer Facility	N/A	Plaquemines Parrish, La	OB	180,170	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$6

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	11/02	CR4&5	CR4&5	Alliance Coal Sales Corp.	2	22,096	2	(f) Tons	[redacted]	[redacted]	$53.94	Tonnage Adjustr
2	11/02	CR4&5	CR4&5	Alliance Coal Sales Corp.	2	22,109	2A	(k) Quality Adjustments *(see line above)*			$54.74	Quality Adjustme
3	02/03	CR4&5	CR4&5	Quaker Coal Company, Inc.	1	20,389	2A	(k) Quality Adjustments	[redacted]	[redacted]	$54.84	Quality Adjustme
4	02/03	CR4&5	CR4&5	Quaker Coal Company, Inc.	2	29,556	2A	(k) Quality Adjustments			$54.96	Quality Adjustme
5	02/03	CR4&5	CR4&5	Quaker Coal Company, Inc.	3	10,585	2A	(k) Quality Adjustments			$49.51	Quality Adjustme
6	02/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	9,637	2A	(k) Quality Adjustments			$49.59	Quality Adjustme
7	02/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	6	18,374	2A	(k) Quality Adjustments			$60.04	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	45 , IM , 999	S	GB	1,489	[redacted]	[redacted]	$30.55	0.81	11,541	6.03	13.50
2	Emerald International Corp.	25 , IM , 999	S	GB	21,464			$39.10	0.51	12,855	5.96	8.77
3	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	B	47,293			$59.11	0.69	12,383	11.99	5.42
4	Kanawha River Terminal	08 , WV , 39	S	B	5,692			$50.61	0.63	12,557	12.25	4.40
5	Kanawha River Terminal	08 , WV , 39	S	B	29,760			$50.61	0.68	12,587	10.10	6.66
6	Kanawha River Terminal	08 , WV , 39	S	B	52,681			$50.61	0.63	12,571	10.18	7.29
7	Marmet Synfuel, LLC	08 , WV , 39	STC	B	3,373			$60.86	0.62	13,210	6.33	7.21
8	Marmet Synfuel, LLC	08 , WV , 39	STC	B	18,484			$60.86	0.63	13,091	6.87	7.55
9	Riverside Synfuel, LLC	08 , WV , 39	S	B	10,018			$57.11	0.64	12,448	9.47	7.54

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report
Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Emerald International Corp.	45 , IM , 999	S	1,489	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Emerald International Corp.	25 , IM , 999	S	21,464							
3	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	47,293							
4	Kanawha River Terminal	08 , WV , 39	S	5,692							
5	Kanawha River Terminal	08 , WV , 39	S	29,760							
6	Kanawha River Terminal	08 , WV , 39	S	52,681							
7	Marmet Synfuel, LLC	08 , WV , 39	STC	3,373							
8	Marmet Synfuel, LLC	08 , WV , 39	STC	18,484							
9	Riverside Synfuel, LLC	08 , WV , 39	S	10,018							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pl Pr ($/
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(
1	Emerald International Corp.	45 , IM , 999	Santa Marta, Col	GB	1,489	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$3(
2	Emerald International Corp.	25 , IM , 999	Mickiewicza, Pol	GB	21,464	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$3(
3	Massey Coal Sales Co., Inc.	08 , WV , 5	Boone,Wv	B	47,293	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5(
4	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	5,692	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5(
5	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	29,760	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5(
6	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	52,681	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5(
7	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	3,373	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$6(
8	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	18,484	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$6(
9	Riverside Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	10,018	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. March 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: May 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fo Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	01/03	Transfer Facility-IMT		Kanawha River Terminal	8	7,890	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$57.77	Quality Adjustn
2	01/03	Transfer Facility-IMT		Kanawha River Terminal	9	13,931	2A	(k) Quality Adjustments		$	$60.70	Quality Adjustn
3	02/03	Transfer Facility-IMT		Emerald International Corp.	1	7,756	2A	(k) Quality Adjustments		$	$38.55	Quality Adjustn
4	02/03	Transfer Facility-IMT		Kanawha River Terminal	4	16,123	2A	(k) Quality Adjustments		$	$51.01	Quality Adjustn
5	02/03	Transfer Facility-IMT		Kanawha River Terminal	5	1,648	2A	(k) Quality Adjustments		$	$50.74	Quality Adjustn

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	UR	19,430	[redacted]	[redacted]	$53.50	1.13	12,597	10.56	6.21
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	58,124			$56.85	1.21	12,887	7.09	7.21
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	64,946			$56.85	0.99	12,506	9.02	7.41
4	Transfer Facility	N/A	N/A	OB	N/A			N/A	N/A	N/A	N/A	N/A

FPSC FORM NO 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 6 2003

Line No.	Supplier Name	Mine	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	MTC	19,430	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	58,124							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	64,946							
4	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	19,430	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	58,124	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	64,946	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$
4	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	03/03	CR1&2	CR1&2	AEP Coal Company, Inc.	1	29,625	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 53.94	Quality Adjustme
2	03/03	CR1&2	CR1&2	Consolidated Coal Sales	2	76,915	2A	(k) Quality Adjustments	[redacted]	[redacted]	$ 57.18	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report
Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	38,374	[redacted]	[redacted]	$54.60	0.69	12,535	9.90	7.25
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	UR	8,064			$49.60	0.67	12,893	8.47	5.98
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	30,216			$55.10	0.49	12,808	8.46	6.15
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,296			$49.62	0.49	12,819	8.72	5.70
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	19,128			$60.02	0.72	12,730	10.72	4.65
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	48,171			$58.52	0.71	12,400	11.14	6.60
7	Marshall Resources, Inc.	08 , Ky , 195	S	UR	9,647			$49.72	0.77	13,416	6.83	5.43
8	Transfer Facility	N/A	N/A	OB	165,611			$66.26	0.66	12,392	9.57	8.23

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report
Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	AEP Coal Company, Inc.	08 , Ky , 195	LTC	38,374	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	AEP Coal Company, Inc.	08 , Ky , 195	LTC	8,064							
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	30,216							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,296							
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	19,128							
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	48,171							
7	Marshall Resources, Inc.	08 , Ky , 195	S	9,647							
8	Transfer Facility	N/A	N/A	165,611							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Finarcial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F. P ($
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
1	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	38,374	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$5
2	AEP Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	8,064	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$4
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	30,216	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$5
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,296	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$4
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	19,128	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$6
6	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	48,171	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$5
7	Marshall Resources, Inc.	08 , Ky , 195	Pike, Ky	UR	9,647	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$4
8	Transfer Facility	N/A	Plaquemines Parrish, La	OB	165,611	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$6

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	02/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	5	29,972	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 55.90	Quality Adjustme
2	03/03	CR4&5	CR4&5	AEP Coal Company, Inc.	1	40,171	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 54.68	Quality Adjustme
3	03/03	CR4&5	CR4&5	AEP Coal Company, Inc.	2	9,930	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 49.76	Quality Adjustme
4	03/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	9,182	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 49.48	Quality Adjustme
5	03/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	10,085	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 55.69	Quality Adjustme
6	03/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	16,991	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$ 60.85	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	25 , IM , 999	S	GB	6,414	[redacted]	[redacted]	$39.10	0.52	12,925	6.22	7.94
2	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	B	53,511			$59.11	0.74	12,372	10.98	6.10
3	Kanawha River Terminal	08 , WV , 39	S	B	1,931			$50.61	0.60	12,571	12.01	4.90
4	Kanawha River Terminal	08 , WV , 39	S	B	11,243			$50.61	0.67	12,510	9.30	8.13
5	Kanawha River Terminal	08 , WV , 39	S	B	3,478			$50.61	0.63	12,491	11.30	6.95
6	Marmet Synfuel, LLC	08 , WV , 39	STC	B	9,725			$60.86	0.65	13,129	6.98	7.36
7	Marmet Synfuel, LLC	08 , WV , 39	STC	B	23,196			$60.86	0.65	12,989	7.24	8.02
8	Riverside Synfuel, LLC	08 , WV , 39	S	B	10,205			$57.11	0.69	12,389	9.86	8.00

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effecti Purcha Price ($/Tor
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Emerald International Corp.	25 , IM , 999	S	6,414	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	53,511							
3	Kanawha River Terminal	08 , WV , 39	S	1,931							
4	Kanawha River Terminal	08 , WV , 39	S	11,243							
5	Kanawha River Terminal	08 , WV , 39	S	3,478							
6	Marmet Synfuel, LLC	08 , WV , 39	STC	9,725							
7	Marmet Synfuel, LLC	08 , WV , 39	STC	23,196							
8	Riverside Synfuel, LLC	08 , WV , 39	S	10,205							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
1	Emerald International Corp.	25 , IM , 999	Weglokoks, Pol	GB	6,414	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
2	Massey Coal Sales Co., Inc.	08 , WV , 5	Boone,Wv	B	53,511	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
3	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	1,931	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
4	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	11,243	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
5	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	3,478	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
6	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	9,725	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
7	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	23,196	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
8	Riverside Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	10,205	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. April 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: June 16, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	02/03	Transfer Facility-IMT		Marmet Synfuel, LLC	7	46,540	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$ 60.79	Quality Adjustme
2	03/03	Transfer Facility-IMT		Emerald International Corp.	1	1,489	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$ 30.16	Quality Adjustme
3	03/03	Transfer Facility-IMT		Kanawha River Terminal	5	29,760	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$ 50.81	Quality Adjustme
4	03/03	Transfer Facility-IMT		Kanawha River Terminal	6	52,681	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$ 50.81	Quality Adjustme
5	03/03	Transfer Facility-IMT		Marmet Synfuel, LLC	7	3,373	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$ 60.89	Quality Adjustme
6	03/03	Transfer Facility-IMT		Riverside Synfuel, LLC	9	10,018	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$ 56.93	Quality Adjustme

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	As Received Coal Quality: Btu Content (Btu/lb)	As Received Coal Quality: Percent Ash (%)	As Received Coal Quality: Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	57,854	[redacted]	[redacted]	$56.82	1.09	12,852	7.39	7.21
2	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	37,602	[redacted]	[redacted]	$56.82	1.02	12,583	8.19	7.89
3	Transfer Facility	N/A	N/A	OB	N/A	[redacted]	[redacted]	N/A	N/A	N/A	N/A	N/A

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report
Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effectiv Purchas Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Consolidated Coal Sales	08 , Ky , 133	MTC	57,854	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	37,602							
3	Transfer Facility	N/A	N/A	OB							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O Pla Pri ($/T
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q
1	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	57,854	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56
2	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	37,602	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56
3	Transfer Facility	N/A	Plaquemines Parrish, La	OB	N/A	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	N/

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fc Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	07/02	CR1&2	CR1&2	Massey Coal Sales Company, Inc.	2	56,810	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$56.49	Quality Adjustm
2	12/02	CR1&2	CR1&2	Peabody Coal Sales	4	10,372	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$54.54	Quality Adjustm
3	12/02	CR1&2	CR1&2	Peabody Coal Sales	5	19,269	2A	(k) Quality Adjustments	[redacted]	$[redacted]	$56.60	Quality Adjustm
4	12/02	CR1&2	CR1&2	Peabody Coal Sales	5	10,331	2A	(k) Quality Adjustments	[redacted]	[redacted]	$54.63	Quality Adjustm
5	01/03	CR1&2	CR1&2	Quaker Coal Company, Inc.	1	9,704	2A	(k) Quality Adjustments	[redacted]	[redacted]	$53.05	Quality Adjustm
6	01/03	CR1&2	CR1&2	Consolidated Coal Sales	2	39,153	2A	(k) Quality Adjustments	[redacted]	[redacted]	$56.72	Quality Adjustm

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	UR	20,389	[redacted]	[redacted]	$53.47	0.66	12,990	7.58	6.61
2	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	UR	29,556			$54.57	0.68	12,634	9.30	7.11
3	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	UR	10,585			$49.57	0.70	12,775	9.07	6.04
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,637			$48.82	0.70	12,817	7.94	6.49
5	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	29,972			$55.07	0.57	12,784	7.61	6.94
6	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	18,374			$59.98	0.70	12,518	11.55	5.15
7	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	57,106			$58.48	0.70	12,286	10.89	7.24
8	Transfer Facility	N/A	N/A	OB	124,260			$66.12	0.70	12,555	8.80	8.38

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report
Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effectiv Purchas Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	20,389	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	29,556							
3	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	10,585							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,637							
5	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	29,972							
6	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	18,374							
7	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	57,106							
8	Transfer Facility	N/A	N/A	124,260							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	Quaker Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	20,389	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$53
2	Quaker Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	29,556	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$54
3	Quaker Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	10,585	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$49
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,637	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$48
5	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	29,972	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$55
6	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	18,374	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$59
7	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	57,106	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$56
8	Transfer Facility	N/A	Plaquemines Parrish, La	OB	124,260	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$66

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason for Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	07/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	3	47,164	2	(f) Tons	[redacted]	[redacted]	$57.59	Tonnage Adjust
2	07/02	CR4&5	CR4&5	Massey Coal Sales Company, Inc.	3	47,270	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$57.64	Quality Adjustm
								(see line above)				
3	01/03	CR4&5	CR4&5	Quaker Coal Company, Inc.	1	22,458	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$54.69	Quality Adjustm
4	01/03	CR4&5	CR4&5	Quaker Coal Company, Inc.	2	35,453	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$57.72	Quality Adjustm
5	01/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	3	9,970	2A	(i) Retroactive Price Incr.	[redacted]	$ [redacted]	$49.46	Quality Adjustm
6	01/03	CR4&5	CR4&5	Alliance Coal Sales Corp.	4	19,653	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$55.84	Quality Adjustm
7	01/03	CR4&5	CR4&5	Amvest Coal Sales, Inc.	5	18,996	2A	(k) Quality Adjustments	[redacted]	[redacted]	$60.74	Quality Adjustm

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003
2. Reporting Company: Florida Power Corporation
3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
   Delmar J. Clark Jr., Business Analyst
   (727) 824-6616
5. Signature of Official Submitting Report
   Delmar J. Clark Jr., Lead Business Financial Analyst
6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Emerald International Corp.	25 , IM , 999	S	GB	7,756	[redacted]	[redacted]	$39.10	0.49	12,801	6.60	9.15
2	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	B	7,101			$59.11	0.70	12,427	10.23	7.86
3	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	B	13,881			$59.11	0.68	12,469	10.78	7.28
4	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	B	14,355			$59.11	0.74	12,701	9.18	6.64
5	Kanawha River Terminal	08 , WV , 39	S	B	16,123			$50.61	0.69	12,642	10.02	6.55
6	Kanawha River Terminal	08 , WV , 39	S	B	1,648			$50.61	0.66	12,545	10.54	6.84
7	Marmet Synfuel, LLC	08 , WV , 39	STC	B	46,540			$60.86	0.63	13,177	6.14	7.94

FPSC FORM NO 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. e Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Emerald International Corp.	25 , IM , 999	S	7,756	[redacted]						
2	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	7,101							
3	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	13,881							
4	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	14,355							
5	Kanawha River Terminal	08 , WV , 39	S	16,123							
6	Kanawha River Terminal	08 , WV , 39	S	1,648							
7	Marmet Synfuel, LLC	08 , WV , 39	STC	46,540							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B. Plant Price ($/
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(
1	Emerald International Corp.	25 , IM , 999	Mickiewicza, Pol	GB	7,756	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$3
2	Massey Coal Sales Co., Inc.	08 , WV , 39	Kanawha,Wv	B	7,101	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5
3	Massey Coal Sales Co., Inc.	08 , WV , 39	Kanawha,Wv	B	13,881	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5
4	Massey Coal Sales Co., Inc.	08 , WV , 5	Boone,Wv	B	14,355	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5
5	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	16,123	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5
6	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	1,648	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$5
7	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	46,540	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$6

FPSC FORM NO. 423-2C

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
REPORT OF ADJUSTMENTS TO PREVIOUS COAL DELIVERIES

1. Report for: Mo. February 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: April 15, 2003

Line No.	Month Reported	Form Plant Name	Intended Generating Plant	Supplier	Original Line Number	Old Volume (tons)	Form No.	Column Title	Old Value	New Value	New F.O.B. Plant Price	Reason fo Revision
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	11/02	Transfer Facility-IMT		Black Hawk Synfuel, LLC	1	3,602	2A	(k) Quality Adjustments	[redacted]	$ [redacted]	$67.10	Quality Adjustm
2	11/02	Transfer Facility-IMT		Black Hawk Synfuel, LLC	2	7,095	2A	(k) Quality Adjustments		$ [redacted]	$63.38	Quality Adjustm
3	11/02	Transfer Facility-IMT		Black Hawk Synfuel, LLC	3	20,428	2A	(k) Quality Adjustments		$ [redacted]	$55.98	Quality Adjustm
4	11/02	Transfer Facility-IMT		Black Hawk Synfuel, LLC	4	27,968	2A	(k) Quality Adjustments		$ [redacted]	$57.25	Quality Adjustm
5	11/02	Transfer Facility-IMT		Kanawha River Terminal	5	38,166	2A	(k) Quality Adjustments		$ [redacted]	$51.25	Quality Adjustm
6	11/02	Transfer Facility-IMT		Marmet Synfuel, LLC	6	29,464	2A	(k) Quality Adjustments		[redacted]	$60.70	Quality Adjustm
7	12/02	Transfer Facility-IMT		Black Hawk Synfuel, LLC	2	8,869	2A	(k) Quality Adjustments		[redacted]	$56.90	Quality Adjustm
8	12/02	Transfer Facility-IMT		Black Hawk Synfuel, LLC	3	3,543	2A	(k) Quality Adjustments		[redacted]	$56.11	Quality Adjustm
9	12/02	Transfer Facility-IMT		Black Hawk Synfuel, LLC	4	33,029	2A	(k) Quality Adjustments		[redacted]	$56.08	Quality Adjustm
10	12/02	Transfer Facility-IMT		Kanawha River Terminal	5	50,864	2A	(k) Quality Adjustments		[redacted]	$58.28	Quality Adjustm
11	12/02	Transfer Facility-IMT		Kanawha River Terminal	6	8,484	2A	(k) Quality Adjustments		[redacted]	$59.82	Quality Adjustm
12	12/02	Transfer Facility-IMT		Marmet Synfuel, LLC	7	29,098	2A	(k) Quality Adjustments		[redacted]	$60.43	Quality Adjustm

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2



4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Quaker Coal Company, Inc.	08 , Ky , 195	MTC	UR	9,704	[redacted]	[redacted]	$53.26	1.22	12,424	10.87	6.11
2	Consolidated Coal Sales	08 , Ky , 133	MTC	UR	39,153			$56.61	1.19	12,836	7.32	7.32
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	UR	28,650			$56.61	1.02	12,588	8.66	7.15
4	Massey Coal Sales Company, Inc.	08 , WV , 45	LTC	UR	8,985			$58.27	0.72	12,120	12.57	7.43
5	Transfer Facility	N/A	N/A	OB	5,545			$63.77	0.68	12,300	9.83	9.02

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Quaker Coal Company, Inc.	08 , Ky , 195	MTC	9,704	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Consolidated Coal Sales	08 , Ky , 133	MTC	39,153							
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	MTC	28,650							
4	Massey Coal Sales Company, Inc.	08 , WV , 45	LTC	8,985							
5	Transfer Facility	N/A	N/A	5,545							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 1 & 2

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O.B Plant Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)
1	Quaker Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	9,704	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$53.2
2	Consolidated Coal Sales	08 , Ky , 133	Letcher, Ky	UR	39,153	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$56.6
3	Massey Coal Sales Company, Inc.	08 , Ky , 195	Pike, Ky	UR	28,650	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$56.6
4	Massey Coal Sales Company, Inc.	08 , WV , 45	Logan, Wv	UR	8,985	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$58.2
5	Transfer Facility	N/A	Plaquemines Parrish, La	OB	5,545	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$63.7

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	UR	22,458	[redacted]	[redacted]	$54.36	0.68	12,572	10.31	6.23
2	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	UR	35,453			$57.36	0.72	12,643	9.64	6.28
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	9,970			$48.61	0.70	12,853	7.91	6.39
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	UR	19,653			$54.86	0.65	12,837	7.80	6.59
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	UR	18,996			$59.77	0.68	12,804	11.15	3.96
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	UR	38,455			$58.27	0.72	12,452	10.42	7.43
7	Transfer Facility	N/A	N/A	OB	211,341			$63.61	0.69	12,426	8.84	9.24

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effective Purchase Price ($/Ton)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	22,458	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
2	Quaker Coal Company, Inc.	08 , Ky , 195	LTC	35,453							
3	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	9,970							
4	Alliance Coal Sales Corp.	08 , Ky , 195	MTC	19,653							
5	Amvest Coal Sales, Inc.	08 , WV , 67	MTC	18,996							
6	Massey Coal Sales Co., Inc.	08 , WV , 45	LTC	38,455							
7	Transfer Facility	N/A	N/A	211,341							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Crystal River 4 & 5

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F.O. Plant Price ($/To
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q
1	Quaker Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	22,458	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$54.
2	Quaker Coal Company, Inc.	08 , Ky , 195	Pike, Ky	UR	35,453	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$57.
3	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	9,970	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$48.
4	Alliance Coal Sales Corp.	08 , Ky , 195	Pike, Ky	UR	19,653	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$54
5	Amvest Coal Sales, Inc.	08 , WV , 67	Nicholas, Wv	UR	18,996	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$59
6	Massey Coal Sales Co., Inc.	08 , WV , 45	Logan, Wv	UR	38,455	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	$[redacted]	$58
7	Transfer Facility	N/A	Plaquemines Parrish, La	OB	211,341	[redacted]	N/A	[redacted]	[redacted]	N/A	N/A	N/A	$0.00	$0.00	[redacted]	$63

FPSC FORM NO. 423-2

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Total Transportation Cost ($/Ton)	F.O.B. Plant Price ($/Ton)	As Received Coal Quality: Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	B	12,992	[redacted]	[redacted]	$59.11	0.70	12,661	6.24	9.72
2	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	B	9,402			$59.11	0.68	12,682	6.60	9.35
3	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	B	9,071			$59.11	0.64	13,449	7.33	5.19
4	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	B	8,231			$59.11	0.72	12,081	6.00	12.70
5	Kanawha River Terminal	08 , WV , 39	S	B	3,272			$50.61	0.66	12,395	5.13	12.36
6	Kanawha River Terminal	08 , WV , 39	S	B	14,675			$50.61	0.70	12,810	6.11	9.46
7	Kanawha River Terminal	08 , WV , 39	S	B	23,977			$50.61	0.70	12,712	6.46	10.22
8	Kanawha River Terminal	08 , WV , 39	STC	B	7,890			$57.11	0.69	12,665	7.13	9.21
9	Kanawha River Terminal	08 , WV , 39	STC	B	13,931			$59.11	0.65	12,897	6.99	8.69
10	Marmet Synfuel, LLC	08 , WV , 39	STC	B	35,463			$60.86	0.66	13,177	7.88	5.96

FPSC FORM NO. 423-2A

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Purchase Type	Tons	F.O.B. Mine Price ($/Ton)	Short Haul & Loading Charges ($/Ton)	Original Invoice Price ($/Ton)	Retro-active Price Inc(Dec) ($/Ton)	Base Price ($/Ton)	Quality Adjust-ments ($/Ton)	Effecti Purcha Price ($/Tor
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	12,992	[redacted]						
2	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	9,402							
3	Massey Coal Sales Co., Inc.	08 , WV , 39	MTC	9,071							
4	Massey Coal Sales Co., Inc.	08 , WV , 5	MTC	8,231							
5	Kanawha River Terminal	08 , WV , 39	S	3,272							
6	Kanawha River Terminal	08 , WV , 39	S	14,675							
7	Kanawha River Terminal	08 , WV , 39	S	23,977							
8	Kanawha River Terminal	08 , WV , 39	STC	7,890							
9	Kanawha River Terminal	08 , WV , 39	STC	13,931							
10	Marmet Synfuel, LLC	08 , WV , 39	STC	35,463							

FPSC FORM NO. 423-2B

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

1. Report for: Mo. January 2003

2. Reporting Company: Florida Power Corporation

3. Plant Name: Transfer Facility - IMT

SPECIFIED CONFIDENTIAL

4. Name, Title and Telephone Number of Contact Person Concerning Data Submitted on this Form
Delmar J. Clark Jr., Business Analyst
(727) 824-6616

5. Signature of Official Submitting Report

Delmar J. Clark Jr., Lead Business Financial Analyst

6. Date Completed: March 14, 2003

Line No.	Supplier Name	Mine Location	Shipping Point	Transportation Mode	Tons	Effective Purchase Price ($/Ton)	Additional Shorthaul & Loading Charges ($/Ton)	Rail Rate ($/Ton)	Other Rail Charges ($/Ton)	River Barge Rate ($/Ton)	Trans-loading Rate ($/Ton)	Ocean Barge Rate ($/Ton)	Other Water Charges ($/Ton)	Other Related Charges ($/Ton)	Transportation Charges ($/Ton)	F
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
1	Massey Coal Sales Co., Inc.	08 , WV , 39	Kanawha,Wv	B	12,992	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
2	Massey Coal Sales Co., Inc.	08 , WV , 39	Kanawha,Wv	B	9,402	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
3	Massey Coal Sales Co., Inc.	08 , WV , 39	Kanawha,Wv	B	9,071	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
4	Massey Coal Sales Co., Inc.	08 , WV , 5	Boone,Wv	B	8,231	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
5	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	3,272	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
6	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	14,675	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
7	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	23,977	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
8	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	7,890	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
9	Kanawha River Terminal	08 , WV , 39	Kanawha,Wv	B	13,931	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$
10	Marmet Synfuel, LLC	08 , WV , 39	Kanawha,Wv	B	35,463	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	[redacted]	$

#6

PROGRESS FUELS CORP
FPC Fuel Price Forecasts

02/09/04
5:02 PM
OJC

PURCHASED TONS
000's
Forecast

	Forecast												
	Jan		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2004
CR 1 & 2 Rail:													
Massey													
AEP / Quaker	47.6	38.0	39.6	39.6	39.6	39.6	39.6	39.6	49.5	39.6	49.5	43.2	505.0
Consol	114.2	85.5	89.1	89.1	89.1	89.1	89.1	89.1	89.1	89.1	89.1	101.4	1,103.0
Massey	47.5	57.0	59.4	59.4	59.4	59.4	59.4	59.4	59.4	59.4	59.4	57.9	697.0
SPOT										10.0	10.0	11.0	31.0
Total Rail	209.3	180.5	188.1	188.1	188.1	188.1	188.1	188.1	198.0	198.1	208.0	213.5	2,336.0
CR 1 & 2 Water:													
SPOT													
Total Water													
Total CR 1 & 2	209.3	180.5	188.1	188.1	188.1	188.1	188.1	188.1	198.0	198.1	208.0	213.5	2,336.0
CR 4 & 5 Rail:													
AMVEST													
Alliance	38.0	47.5	39.6	39.6	39.6	39.6	39.6	39.6	49.5	39.6	49.5	43.3	505.0
Quaker	38.0	47.5	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6	49.5	44.2	496.0
Asset Management Group	38.0	19.0	45.0	30.0	30.0	30.0	15.0	15.0	15.0	15.0	15.0	3.0	270.0
Massey - Bandmill	28.6	28.5	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	28.9	266.0
Dominion	9.5	9.5	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.9	11.9	120.0
SPOT	38.0	47.5	50.0	20.0	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.2	234.0
Total Rail	190.1	199.5	204.1	159.1	149.0	149.0	134.0	134.0	143.9	134.0	153.8	140.5	1,891.0
CR 4 & 5 Water:													
Drummond		31.0	32.0	32.0	32.0	32.0	16.0	32.0	16.0	32.0	16.0	29.0	300.0
Progress Fuels	26.3	28.5	48.0	48.0	64.0	48.0	64.0	48.0	64.0	48.0	64.0	49.2	600.0
Foreign - Venez/*Columbia*	45.0	45.0	48.0	48.0	48.0	48.0	48.0	48.0	48.0	64.0	48.0	62.0	600.0
Foreign - Emerald/*Poland*	5.2		16.0	16.0	16.0	16.0	16.0	16.0	32.0	16.0	32.0	16.8	200.0
SPOT	107.1	81.5	57.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	623.6
Total Water	183.6	186.0	201.0	186.0	202.0	186.0	186.0	186.0	202.0	202.0	202.0	201.0	2,323.6
Total CR 4 & 5	373.7	385.5	405.1	345.1	351.0	335.0	320.0	320.0	345.9	336.0	355.8	341.5	4,214.6
SUMMARY:													
TOTAL RAIL	399.4	380.0	392.2	347.2	337.1	337.1	322.1	322.1	341.9	332.1	361.8	354.0	4,227.0
TOTAL WATER	183.6	186.0	201.0	186.0	202.0	186.0	186.0	186.0	202.0	202.0	202.0	201.0	2,323.6
TOTAL TO PFF	583.0	566.0	593.2	533.2	539.1	523.1	508.1	508.1	543.9	534.1	563.8	555.0	6,550.6

#7

PROGRESS FUELS CORP
FPC Fuel Price Forecasts

11-Feb-04
09:37 AM

Water Transportation

	Forecast												AVG
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2004
CR 4 & 5 WATER:													
Drummond													
- Tons	-	31.0	32.0	32.0	32.0	32.0	16.0	32.0	16.0	32.0	16.0	29.0	300.0
- Frt Cost													
Rail to River													
Rvr Frt													
Transfer	-												-
Gulf Freight	-												
Misc Gulf	-												
- Total Frt	-												-
Progress Fuels													
- Tons	26.3	28.5	48.0	48.0	64.0	48.0	64.0	48.0	64.0	48.0	64.0	49.2	600.0
- Frt Cost													
Rail to River													
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													
Foreign - Venez/Columbia													
- Tons	45.0	45.0	48.0	48.0	48.0	48.0	48.0	48.0	48.0	64.0	48.0	62.0	600.0
- Frt Cost													
Rail to River													
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													

NOTE: *Does not include "non-contractual" costs.*

PROGRESS FUELS CORP
FPC Fuel Price Forecasts

11-Feb-04
09:37 AM

Water Transportation

	Forecast												AVG
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2004
CR 4 & 5 WATER:													
Foreign - Emerald/Poland													
- Tons	5.2	-	16.0	16.0	16.0	16.0	16.0	16.0	32.0	16.0	32.0	18.8	200.0
- Frt Cost													
Rail to River													-
Rvr Frt													-
Transfer	1.95	-											
Gulf Freight													
Misc Gulf		-											
- Total Frt													
SPOT													
- Tons	107.1	81.5	57.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	623.6
- Frt Cost													
Rail to River													
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													

NOTE: *Does not include "non-contractual" costs.*

PROGRESS FUELS CORP
FPC Fuel Price Forecasts

Water Transportation

	Forecast												AVG
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	**2004**
CR 4 & 5 WATER:													
Drummond													
- Tons	-	31.0	32.0	32.0	32.0	32.0	16.0	32.0	16.0	32.0	16.0	29.0	300.0
- Frt Cost													
Rail to River	[redacted]												
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													
Progress Fuels													
- Tons	26.3	28.5	48.0	48.0	64.0	48.0	64.0	48.0	64.0	48.0	64.0	49.2	600.0
- Frt Cost													
Rail to River	[redacted]												
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													
Foreign - Venez/Columbia													
- Tons	45.0	45.0	48.0	48.0	48.0	48.0	48.0	48.0	48.0	64.0	48.0	62.0	600.0
- Frt Cost													
Rail to River	[redacted]												
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													

NOTE: *Does not include "non-contractual" costs.*

PROGRESS FUELS CORP
FPC Fuel Price Forecasts

11-Feb-04
09:37 AM

Water Transportation

	Forecast												AVG
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2004
CR 4 & 5 WATER:													
Foreign - Emerald/Poland													
- Tons	5.2	-	16.0	16.0	16.0	16.0	16.0	16.0	32.0	16.0	32.0	18.8	200.0
- Frt Cost													
Rail to River	[redacted]												
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													
SPOT													
- Tons	107.1	81.5	57.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	623.6
- Frt Cost													
Rail to River	[redacted]												
Rvr Frt													
Transfer													
Gulf Freight													
Misc Gulf													
- Total Frt													

NOTE: *Does not include "non-contractual" costs.*

#8

ALL DOCUMENTS ARE CONFIDENTIAL

Exec Doc

5-2-01 DMD
RFP
FML
DOE (3rd)
Dan DCP

POD #8
all documents
are confidential

COAL TRANSSHIPMENT AGREEMENT

BETWEEN

KANAWHA RIVER TERMINALS, INC.

AND

ELECTRIC FUELS CORPORATION

INDEX	
Article	*Description*
1	Term
2	Reopener Provision
3	Services to be Provided
4	Fee
5	Delivery
6	Storage of Coal
7	Loading
8	Demurrage
9	Weights
10	Inspections and Audit
11	Invoices and Payment
12	Title and Taxes
13	Insurance
14	Force Majeure
15	Non-waiver of Rights
16	Assignment
17	Default
18	Indemnification
19	Notices
20	Confidentiality
21	Choice of Law
22	Entire Agreement

COAL TRANSSHIPMENT AGREEMENT

THIS COAL TRANSSHIPMENT AGREEMENT, effective as of the first day of January 2001, by and between KANAWHA RIVER TERMINALS, INC., hereinafter referred to as "KRT," and ELECTRIC FUELS CORPORATION, hereinafter referred to as "Shipper."

W I T N E S S E T H :

WHEREAS, KRT operates coal handling terminals on the Kanawha, Ohio and Big Sandy Rivers, located at Marmet, Quincy, Cyrus and Ceredo, West Virginia, and Catlettsburg, Kentucky, respectively, hereinafter referred to as the "KRT Facilities"; and,

WHEREAS, KRT has engaged the services of CSX Transportation, Inc., hereinafter referred to as "CSXT," to provide railcars, locomotive power and transportation service and various trucking concerns for transporting coal from various CSXT rail origins and other truck origins to the KRT Facilities; and,

WHEREAS, Shipper has coal that requires rail or truck transport and transloading into barges on the Kanawha, Ohio and Big Sandy Rivers for movement down river to New Orleans; and,

WHEREAS, the parties now desire to enter into this Agreement to provide for transshipment of Shipper's coal from A. T. Massey's Elk Run mine and other origins in Appalachia for loading into barges at the KRT Facilities;

NOW, THEREFORE, in consideration of services to be provided hereunder and the payments to be made therefore, Shipper and KRT hereby agree as follows:

ARTICLE ONE

TERM

The term of this Agreement shall be from January 1, 2001, through December 31, 2003.

ARTICLE TWO

REOPENER PROVISION

By mutual agreement, either Shipper or KRT may request the contract be reopened annually for renegotiation of all terms and conditions by providing their request, in writing, to the other party by each September 30. If the parties do not reach an agreement by November 30 of the applicable contract year, this Agreement will terminate on December 31 of that contract year.

ARTICLE THREE

SERVICES TO BE PROVIDED

In consideration of the fee to be paid under Article Three hereof, KRT hereby agrees to provide the following services hereunder:

Ohio River Rail Facility

(1) Coordinate with CSXT and Shipper's barge carriers the scheduling in of trains and barges to the KRT Facility.

(2) Utilizing KRT's contracts with CSXT, transport coal by rail from CSXT rail origins designated by Shipper to the KRT Facility.

(3) Receive coal in railcars at the KRT Facility.

(4) Unload railcars and directly load coal into river barges.

(5) Thaw frozen coal as required using existing equipment.

Kanawha River Truck Facilities

(1) Coordinate with truck companies and Shipper's barge carriers the scheduling in of trucks and barges to the KRT Facilities.

(2) Utilizing KRT's contracts with trucking companies, transport coal by truck from various origins to the KRT Facilities.

(3) Receive coal by truck and unload trucks and crush coal to 2" x 0" in size.

(4) Load coal into barges.

(5) Determine weight of coal loaded into barges and maintain accurate weight records thereof by a mutually agreed to method.

Big Sandy River Truck Facility

(1) Coordinate with truck companies and Shipper's barge carriers the scheduling in of trucks and barges to the KRT Facilities.

(2) Receive coal by truck and unload trucks and crush coal to 2" x 0" in size.

(3) Load coal into barges.

(4) Determine weight of coal loaded into barges and maintain accurate weight records thereof by a mutually agreed to method.

ARTICLE FOUR

FEE

For each ton of coal transported by rail or truck and loaded into barges as provided hereunder during the term of this Agreement, Shipper agrees to pay and KRT agrees to accept the fees outlined in Appendix A which are fixed and firm for calendar year 2001 except for any surcharges which may be assessed by truck companies used to transport the coal or the rail carriers after January 1, 2001. KRT will notify shipper, in writing, as soon as practical, of the amount, nature and duration of the surcharge assessment. Further, these rates are subject to renegotiation in accordance with Article Two.

ARTICLE FIVE

DELIVERY

KRT and Shipper shall coordinate the scheduling of dates for rail, truck and barge movements to the KRT Facilities with CSXT, truck companies and Shipper's barge carriers. It will be KRT's responsibility to require all trucking companies to carry proper highway liability insurance, satisfactory to Shipper. Shipper agrees to and shall provide to the KRT Facilities prompt notice of scheduled coal movements. Shipper agrees to chemically treat coal to retard freezing in railcars during the winter months on an as needed basis. Shipper will coordinate with KRT's Manager on freeze proofing requirements for each coal shipment during the freeze proofing season. Shipper will bear the risk of unloading delays and all related expenses for any shipments not adequately freeze treated to commonly accepted industry standards. No freeze proofing will be required on truck movements.

ARTICLE SIX

STORAGE OF COAL

KRT shall, at its sole option and expense, provide temporary storage at the Big Sandy and Kanawha River Terminals for coal transshipped hereunder. Temporary storage areas shall be constructed and maintained so as to keep said coal segregated to prevent commingling with other coals stored at the Terminal and to minimize loss of quality and quantity in storage. KRT agrees to perform the services hereunder in a good and workmanlike manner. It is recognized by the parties that, even with good and accepted practices, some coal may be lost in handling and storage. It is further recognized by the parties that the quality of coal may be altered by placing it in storage. It is agreed that KRT shall not be liable whatsoever for changes in the quality of coal in storage nor for variations in the quantity which may reasonably result from the prudent handling and storage thereof.

ARTICLE SEVEN

LOADING

KRT agrees to load coal into barges in a good and workmanlike manner.

KRT agrees that free time available for loading barges is twenty-four (24) hours per barge including Saturdays, Sundays and holidays. Laytime for the purpose of free time and demurrage shall commence the first 7:00 a.m. following placement, actual or constructive, and shall end the first 7:00 a.m. following completion of loading. Loading shall be deemed as utilizing one full day notwithstanding that said barge had actually been loaded and released to the barge line in less than a twenty-four (24) hour period.

Shipper shall be solely responsible for scheduling an adequate number of barges and the arrival dates of barges at the KRT Facilities with its barge carriers for barges to be loaded hereunder. Further, shipper is responsible to insure that the barges are delivered on a prorata basis in accordance with agreed upon loading schedule. Payment of all shipping and weighing charges made by barge carriers shall be the sole responsibility of the Shipper.

Shipper shall provide or cause its barge carrier to provide to KRT prompt notice of the estimated arrival times of barges at the KRT Facilities. Such notice shall include the number of barges in the tow, the size of each barge, and, if applicable, the number of each barge.

KRT shall provide an adequate and safe berth for the barges scheduled to be loaded at the KRT Facilities free of wharfage, dockage or port charges assessed by KRT. KRT shall exercise reasonable care to prevent damage to or destruction of barges and/or other floating equipment of Shipper's barge carrier while in the care and custody of KRT. However, in no event shall KRT be liable for damages to or destruction of said barges and equipment unless the same shall be shown to have resulted solely from the acts or omissions of KRT, its agents or employees.

KRT reserves the right to inspect all barges upon arrival and to refuse to load any barge which is damaged or in an unsafe condition or which KRT, following prudent commercial practice, deems is otherwise not suitable for loading. Shipper hereby recognizes that its barge carriers will be required to comply with the rules and regulations of KRT, and Shipper agrees to so advise its barge carriers of same. KRT agrees to give Shipper's barges equal loading service with its other customers.

The charges for shifting, fleeting, tow makeup and other related services shall be for the account of, and invoiced to, Shipper's barge carrier. Shipper, however, agrees to be responsible for and to pay for the account of its barge carrier any such charges which are not paid by the barge carrier within the time provided in invoices to the barge carrier.

Minimum tonnage requirements for each rake barge are 1,400 tons and 1,600 tons for each box barge, unless lower tonnage is requested by the barge carrier. KRT warrants that under US Coast Guard normal pool conditions it can load barges to a minimum draft of 9 feet 6 inches. KRT also warrants it shall keep its dock area dredged to commonly accepted industry standards at all times. Notwithstanding the foregoing, KRT shall not be required to load any barges to a draft that, in KRT's sole opinion following prudent commercial practice, it considers to be either impractical or unsafe. Should KRT be unable to load barges to requested draft it shall give prompt notification of conditions at the KRT Facilities to Shipper and Shipper's barge carrier. Any barge dead freight incurred by Shipper due to KRT's failure to load to minimum tonnage as requested by the barge carrier, which is not excused pursuant to an event of force majeure, shall be for KRT's account.

KRT covenants that its contracts with CSXT and truck companies for moving coal hereunder have no provisions for minimum tons per car/truck for which dead freight charges can be assessed against Shipper other than as stated herein. Should CSXT or the truck companies implement such charges, then KRT will provide prompt notification of same to Shipper.

However, KRT's contract with CSXT does require adherence to a minimum average car loading of 108 net tons, based on trainload weight, when the cubic capacity of cars is 3,750 or more. The minimum average car loading is 103 net tons, based on trainload weight, when the cubic capacity is less than 3,750. The individual per car minimum loading is 98 net tons per car.

ARTICLE EIGHT

DEMURRAGE

KRT shall be responsible for barge demurrage as provided for in Shipper's barge contract. For calendar year 2001, the rate of One Hundred Seventy-Five Dollars and No Cents ($175.00) per barge per day shall apply for delays arising as a result of the unexcused failure of KRT to load barges in accordance with the provisions of this Agreement or any registry procedures which KRT may hereafter publish. Provided, however, in no event shall KRT be responsible for any demurrage arising, in whole or part, as a result of the unavailability or insufficiency of coal or barges or any demurrage arising in whole or part, as a result of the acts or omissions of any persons other than KRT. Payments due Shipper hereunder shall be paid quarterly.

ARTICLE NINE

WEIGHTS

Weights of all coal transshipped through the Ohio River Facility pursuant to this Agreement, and upon which payment of the fees set forth in Article Three shall be based, shall be determined by certified batch weigh scales at the mine load point when available or certified CSXT railroad scales at no cost to Shipper. In the event CSXT's railroad scales are inoperable then Shipper and KRT agree to use the average of the net weights of the five prior Unit Trains from the loadout involved. The weight of all coal transshipped through the Kanawha and Big Sandy River Facilities shall be based on barge survey.

KRT shall maintain accurate weight records of all coal loaded into barges at the KRT Facilities during each month and shall furnish such weight records to Shipper with each invoice.

ARTICLE TEN

INSPECTIONS AND AUDIT

Shipper or its designated representative shall, upon reasonable notice and during customary business hours, have the right to inspect KRT's Facilities to insure compliance with the provisions of this Agreement. Shipper or its designated representative shall have the right to audit, upon reasonable notice and during the customary business hours, the records of KRT's operations and books pertaining to all items upon which any payment under this Agreement may be based. KRT will hold, and make available to Shipper, these records for a period of not less than three (3) years after the termination of this Agreement.

ARTICLE ELEVEN

INVOICES AND PAYMENT

KRT shall render invoices to Shipper for services performed hereunder on the date, or date immediately following, that Shipper's barges are loaded at the KRT Facilities. Terms shall be net ten (10) days from receipt of invoice. All invoices not paid by the due date shall be subject to an interest charge of one percent (1%) per month or part thereof on the unpaid balance.

ARTICLE TWELVE

TITLE AND TAXES

KRT shall not take title to any coal received and loaded into barges hereunder.

All taxes levied, assessed or imposed upon the coal hereunder, whether assessed separately or not, shall be the responsibility of Shipper. All other taxes assessed in connection with performance of this Agreement shall be the responsibility of and paid for by KRT; provided, however, in the event a port, harbor, wharfage or similar tax shall hereafter be imposed by any governmental agency, then the full amount of such tax shall be the responsibility of and paid for by Shipper to the extent KRT can demonstrate that imposition of the same has increased KRT's costs of providing services hereunder.

ARTICLE THIRTEEN

INSURANCE

Not in substitution for or in limitation of any other responsibility stated elsewhere in this Agreement, KRT shall, at its own expense, during the term of this Agreement carry and maintain wharfingers liability insurance or equivalent coverage naming Shipper as an additional insured under the policy, agreeing to pay on behalf of Shipper any damages, arising from its negligence, to barges and/or cargo in the care, custody and control of KRT. KRT shall require its insurance carrier to give Shipper thirty (30) days' prior written notice of material changes to or cancellation of the policy issued hereunder. KRT shall provide a copy of such insurance to Shipper within ten (10) working days after the signing of this Agreement.

In the event KRT shall fail to provide such insurance, in whole or in part, or if the insurance provided is inadequate or fails to totally cover any asserted claim, the liabilities and obligations of KRT hereunder shall not be diminished and KRT shall protect, indemnify and hold Shipper harmless to the same extent as if such policy had been procured and maintained by it, without any deductible. Notwithstanding the foregoing, KRT shall have the right to self-insure any and all of the above listed coverages. In the event KRT elects to self-insure, KRT agrees to protect and indemnify Shipper as though such policies were in place. All insurance afforded for the benefit of Shipper shall be primary as respect to any claims, losses, damages, expenses or liabilities arising out of this Agreement, and any insurance carried by Shipper shall be excess of and non-contributory with insurance afforded by KRT's insurer. All insurance shall be placed and maintained with insurers which have an A. M. Best rating of "A" or better.

ARTICLE FOURTEEN

FORCE MAJEURE

As used herein, the term force majeure shall mean any act or cause beyond reasonable control of the party affected thereby and which, by the exercise of due diligence, such party is unable to prevent, and shall include, but not be limited to, acts of God, fire, high water, explosions, strikes, labor disputes, sabotage, civil commotion, acts of any civil or military authority, wars, accidents, breakdown or failure of major equipment, unavailability of parts, unavailability or breakdown of transportation facilities or equipment, or any other similar or dissimilar act or cause which is beyond the party's reasonable control. Acts or causes beyond the reasonable control of Shipper's coal suppliers and carriers shall be considered force majeure hereunder. However, the failure of any such supplier or carrier to perform under its contracts with Shipper, if not by reason of an act or cause of a nature excused hereunder, shall not be force majeure.

If because of force majeure, either party is prevented from performing its obligations hereunder, the party experiencing force majeure shall promptly give the other written notice containing full information on the cause thereof, and shall promptly make all reasonable efforts to remove the cause of such force majeure and to resume its performance hereunder with all reasonable dispatch. During the continuance of force majeure the obligations of the parties hereunder shall be suspended or reduced to the extent made necessary by the existence of force majeure. All make-up tons under force majeure shall be by mutual agreement.

ARTICLE FIFTEEN

NON-WAIVER OF RIGHTS

The failure of either party to exercise any right hereunder in one instance shall not constitute a waiver of its right to exercise such right in any future such instance and all provisions of this Agreement shall remain in full force and effect.

ARTICLE SIXTEEN

ASSIGNMENT

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto. In the event that there shall be a change of control of KRT or any company which controls KRT directly or indirectly (as the term control is defined in the Federal Securities Law), Shipper will have the right to terminate this Agreement.

ARTICLE SEVENTEEN

DEFAULT

Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to undertake in a reasonably diligent manner to cure the default and shall cure such default in no event later than sixty (60) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

ARTICLE EIGHTEEN

INDEMNIFICATION

Not in substitution for or limitation of any other responsibility stated elsewhere in this Agreement, KRT shall indemnify, defend and hold Shipper harmless from and against any claim, demand, loss, damage or injury caused by or resulting from any act or omission, whether negligent or otherwise, of KRT. Shipper shall indemnify, defend and hold KRT harmless from and against any claim, demand, loss, damage or injury caused by or resulting from any act or omission, whether negligent or otherwise, of Shipper. However, notwithstanding the above, neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party, nor for any claim, demand, loss, damage or injury which is the result of a force majeure.

ARTICLE NINETEEN

NOTICES

Any notice required or permitted hereunder shall be in writing and shall be effective upon receipt by the addressee at the address set forth below or at such other address as either party may subsequently provide to the other in writing.

IF TO KANAWHA RIVER TERMINALS, INC.:

Mr. Alfred A. Verardi
President
Kanawha River Terminals, Inc.
Post Office Box 308
Ceredo, West Virginia 25507

IF TO ELECTRIC FUELS CORPORATION:

Mr. Dennis G. Edwards
Vice President—Coal Procurement
Electric Fuels Corporation
Post Office Box 15208
St. Petersburg, Florida 33733

ARTICLE TWENTY

CONFIDENTIALITY

Neither party will reveal the terms and conditions of this Agreement to a third party, except by written permission or as required by law. In all circumstances, the parties shall use their best efforts to ensure that third parties maintain the confidentiality of this Agreement.

ARTICLE TWENTY-ONE

CHOICE OF LAW

This Agreement shall be construed, enforced and performed in accordance with the laws of the State of Florida.

ARTICLE TWENTY-TWO

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between KRT and Shipper. No representations, warranties, promises, guarantees or agreements, written or oral, expressed or implied, have been made by either party with respect to the Agreement except as referenced herein. Any changes or modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, effective as of the date and year first above written.

WITNESS:

Lynn R. Blosser

KANAWHA RIVER TERMINALS, INC.

BY: _____

ITS: Vice President Sales—Terminal Services

WITNESS:

Roberta A. Utt

ELECTRIC FUELS CORPORATION

BY: _____

ITS: Vice President—Coal Procurement

APPENDIX A

KRT CEREDO DOCK

RAIL AND TRANSLOADING RATES PER NET TON

District	CSXT No Commitment Rates January—December 2001	
	Without Thaw Shed Services	With Thaw Shed Services
Logan I Coal River I	[redacted]	[redacted]
Logan II Coal River II	[redacted]	[redacted]
Kanawha [1]	[redacted]	[redacted]
BS I	[redacted]	[redacted]
BS II	[redacted]	[redacted]
BS III[2]	[redacted]	[redacted]
Clinchfield[3]	[redacted]	[redacted]
New River[4]	[redacted]	[redacted]
EK II[5]	[redacted]	[redacted]
EK I	[redacted]	[redacted]

[1]Excludes Fola, WV

[2]Excludes Bates Branch, KY

[3]Excludes Mayflower, VA

[4]Excludes East Gulf, WV

[5]Excludes Yellow Creek, KY

Notes:

1. Rates based on Unit Train movements in CSXT equipment of 75 cars minimum (7,500 tons minimum).
2. Above rates include weighing by CSXT.
3. For all tons that are direct transloaded without the utilization of the Thaw Shed, the rate is $.85/ton. With utilization of the Thaw Shed, the rate for direct transloaded tons is $1.00/ton.

KRT KANAWHA RIVER DOCKS

Truck, Transfer and Storage From Elk Run Mines: [redacted]
Straight Transloading and Storage: [redacted]

KRT BIG SANDY RIVER DOCK

Truck, Transfer and Storage From Martin County: [redacted]
Straight Transloading and Storage: [redacted]

EHD Dr

rd 1-4-02
XC: WDC
DHD
FML
HJR
RFP
DGE

COAL TRANSSHIPMENT AGREEMENT

BETWEEN

KANAWHA RIVER TERMINALS, INC.

AND

ELECTRIC FUELS CORPORATION

INDEX

Article	Description
1	Term
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10	Inspections and Audit
11	Invoices and Payment
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COAL TRANSSHIPMENT AGREEMENT

1/14/02 1/14/02

THIS COAL TRANSSHIPMENT AGREEMENT, effective as of the first day of January 2002 ~~2001~~, by and between KANAWHA RIVER TERMINALS, INC., hereinafter referred to as "KRT," and ELECTRIC FUELS CORPORATION, hereinafter referred to as "Shipper."

W I T N E S S E T H:

WHEREAS, KRT operates coal handling terminals on the Kanawha, Ohio and Big Sandy Rivers, located at Marmet, Quincy, Cyrus and Ceredo, West Virginia, and Catlettsburg, Kentucky, respectively, hereinafter referred to as the "KRT Facilities"; and,

WHEREAS, KRT has engaged the services of various trucking concerns for transporting coal from various truck origins to the KRT Facilities; and,

WHEREAS, Shipper has coal that requires rail or truck transport and transloading into barges on the Kanawha, Ohio and Big Sandy Rivers for movement down river to New Orleans; and,

WHEREAS, the parties now desire to enter into this Agreement to provide for transshipment of various coals with origins in Appalachia for loading into barges at the KRT Facilities;

NOW, THEREFORE, in consideration of services to be provided hereunder and the payments to be made therefore, Shipper and KRT hereby agree as follows:

ARTICLE ONE

TERM

The term of this Agreement shall be from January 1, 2002, through December 31, 2003.

ARTICLE TWO

REOPENER PROVISION

By mutual agreement, either Shipper or KRT may request the contract be reopened annually for renegotiation of all terms and conditions by providing their request, in writing, to the other party by each September 30. If the parties do not reach an agreement by November 30 of the applicable contract year, this Agreement will terminate on December 31 of that contract year.

ARTICLE THREE

SERVICES TO BE PROVIDED

In consideration of the fee to be paid under Article Four hereof, KRT hereby agrees to provide the following services hereunder:

Ohio River Rail Facility – Ceredo Dock

(1) Coordinate with CSXT and Shipper's barge carriers the scheduling in of trains and barges to the KRT Facility.

(2) Receive coal in railcars at the KRT Facility.

(3) Unload railcars and directly load coal into river barges.

(4) Thaw frozen coal as required using existing equipment.

Kanawha River Truck Facilities

(1) Coordinate with truck companies and Shipper's barge carriers the scheduling in of trucks and barges to the KRT Facilities.

(2) Crush coal received to 2" x 0" in size.

(3) Load coal into barges.

(4) Determine weight of coal loaded into barges and maintain accurate weight records thereof by a mutually agreed to method.

Big Sandy River Truck Facility

(1) Coordinate with truck companies and Shipper's barge carriers the scheduling in of trucks and barges to the KRT Facilities.

(2) Crush coal received to 2" x 0" in size.

(3) Load coal into barges.

(4) Determine weight of coal loaded into barges and maintain accurate weight records thereof by a mutually agreed to method.

ARTICLE FOUR

FEE

For each ton of coal transported by truck or received by rail and loaded into barges as provided hereunder during the term of this Agreement, Shipper agrees to pay and KRT agrees to accept the fees outlined in Appendix A which are fixed and firm for calendar year 2002 except for any surcharges, assessments, or increased fees which may be assessed by Transportation or Independent Hauling companies used to transport the coal after January 1, 2002 as the result of any new laws, change, interpretation, or enforcement of any such existing law. KRT will notify shipper, in writing, as soon as practical, of the amount, reasons, nature and duration of the surcharge assessment or increase in fees. Further, these rates are subject to renegotiation in accordance with Article Two.

ARTICLE FIVE

DELIVERY

KRT and Shipper shall coordinate the scheduling of dates for rail, truck and barge movements to the KRT Facilities with CSXT, truck companies and Shipper's barge carriers. Shipper agrees to and shall provide to the KRT Facilities prompt notice of scheduled coal movements. Shipper agrees to chemically treat coal to retard freezing in railcars during the winter months on an as needed basis. Shipper will coordinate with KRT's Manager on freeze proofing requirements for each coal shipment during the freeze proofing season. Shipper will bear the risk of unloading delays and all related expenses for any shipments not adequately freeze treated to commonly accepted industry standards.

ARTICLE SIX

STORAGE OF COAL

KRT shall, at its sole option and expense, provide temporary storage at the Big Sandy and Kanawha River Terminals for coal transshipped hereunder. Temporary storage areas shall be constructed and maintained so as to keep said coal segregated to prevent commingling with other coals stored at the Terminal and to minimize loss of quality and quantity in storage. KRT agrees to perform the services hereunder in a good and workmanlike manner. It is recognized by the parties that, even with good and accepted practices, some coal may be lost in handling and storage. It is further recognized by the parties that the quality of coal may be altered by placing it in storage. It is agreed that KRT shall not be liable whatsoever for changes in the quality of coal in storage nor for variations in the quantity which may reasonably result from the prudent handling and storage thereof.

ARTICLE SEVEN

LOADING

KRT agrees to load coal into barges in a good and workmanlike manner.

KRT agrees that free time available for loading barges is twenty-four (24) hours per barge including Saturdays, Sundays and holidays. Laytime for the purpose of free time and demurrage shall commence the first 7:00 a.m. following placement, actual or constructive, and shall end the first 7:00 a.m. following completion of loading. Loading shall be deemed as utilizing one full day notwithstanding that said barge had actually been loaded and released to the barge line in less than a twenty-four (24) hour period.

Shipper shall be solely responsible for scheduling an adequate number of barges and the arrival dates of barges at the KRT Facilities with its barge carriers for barges to be loaded hereunder. Further, shipper is responsible to insure that the barges are delivered on a prorata basis, not to exceed five barges per day without prior approval from KRT, in accordance with agreed upon loading schedule. Payment of all shipping and weighing charges made by barge carriers shall be the sole responsibility of the Shipper.

Shipper shall provide or cause its barge carrier to provide to KRT prompt notice of the estimated arrival times of barges at the KRT Facilities. Such notice shall include the number of barges in the tow, the size of each barge, and, if applicable, the number of each barge.

KRT shall provide an adequate and safe berth for the barges scheduled to be loaded at the KRT Facilities free of wharfage, dockage or port charges assessed by KRT. KRT shall exercise reasonable care to prevent damage to or destruction of barges and/or other floating equipment of Shipper's barge carrier while in the care and custody of KRT. However, in no event shall KRT be liable for damages to or destruction of said barges and equipment unless the same shall be shown to have resulted solely from the acts or omissions of KRT, its agents or employees.

KRT reserves the right to inspect all barges upon arrival and to refuse to load any barge which is damaged or in an unsafe condition or which KRT, following prudent commercial practice, deems is otherwise not suitable for loading. Shipper hereby recognizes that its barge carriers will be required to comply with the rules and regulations of KRT, and Shipper agrees to so advise its barge carriers of same. KRT agrees to give Shipper's barges equal loading service with its other customers.

The charges for shifting, fleeting, tow makeup and other related services shall be for the account of, and invoiced to, Shipper's barge carrier. Shipper, however, agrees to be responsible for and to pay for the account of its barge carrier any such charges which are not paid by the barge carrier within the time provided in invoices to the barge carrier.

Minimum tonnage requirements for each rake barge are 1,400 tons and 1,600 tons for each box barge, unless lower tonnage is requested by the barge carrier. KRT warrants that under US Coast Guard normal pool conditions it can load barges to a minimum draft of 9 feet. KRT also warrants it shall keep its dock area dredged to commonly accepted industry standards at all times. Notwithstanding the foregoing, KRT shall not be required to load any barges to a draft that, in KRT's sole opinion following prudent commercial practice, it considers to be either impractical or unsafe. Should KRT be unable to load barges to requested draft it shall give prompt notification of conditions at the KRT Facilities to Shipper and Shipper's barge carrier. Any barge dead freight incurred by Shipper due to KRT's failure to load to minimum tonnages stated herein, which is not excused pursuant to an event of force majeure, shall be for KRT's account.

ARTICLE EIGHT

DEMURRAGE

KRT shall be responsible for barge demurrage as provided for in Shipper's barge contract. For calendar year 2002, the rate of Two Hundred Dollars and No Cents ($200.00) per barge per day shall apply for delays arising as a result of the unexcused failure of KRT to load barges in accordance with the provisions of this Agreement. Provided, however, in no event shall KRT be responsible for any demurrage arising, in whole or part, as a result of the

unavailability or insufficiency of coal or barges or any demurrage arising in whole or part, as a result of the acts or omissions of any persons other than KRT. Payments due Shipper hereunder shall be paid quarterly.

ARTICLE NINE

WEIGHTS

Weights of all coal transshipped through the Ohio River Facility pursuant to this Agreement, and upon which payment of the fees set forth in Article Four shall be based, shall be determined by certified batch weigh scales at the mine load point when available or certified CSXT railroad scales. In the event CSXT's railroad scales are inoperable then Shipper and KRT agree to use the average of the net weights of the five prior Unit Trains from the loadout involved. The weight of all coal transshipped through the Kanawha and Big Sandy River Facilities shall be based on barge survey.

KRT shall maintain accurate weight records of all coal loaded into barges at the KRT Facilities during each month and shall furnish such weight records to Shipper with each invoice.

ARTICLE TEN

INSPECTIONS AND AUDIT

Shipper or its designated representative shall, upon reasonable notice and during customary business hours, have the right to inspect KRT's Facilities to insure compliance with the provisions of this Agreement. Shipper or its designated representative shall have the right to audit, upon reasonable notice and during the customary business hours, the records of KRT's operations and books pertaining to all items upon which any payment under this Agreement may be based. KRT will hold, and make available to Shipper, these records for a period of not less than three (3) years after the termination of this Agreement.

ARTICLE ELEVEN

INVOICES AND PAYMENT

KRT shall render invoices to Shipper for services performed hereunder on the date, or date immediately following, that Shipper's barges are loaded at the KRT Facilities. Terms shall be net ten (10) days from receipt of invoice. All invoices not paid by the due date shall be subject to an interest charge of one percent (1%) per month or part thereof on the unpaid balance.

ARTICLE TWELVE

TITLE AND TAXES

KRT shall not take title to any coal received and loaded into barges hereunder.

All taxes levied, assessed or imposed upon the coal hereunder, whether assessed separately or not, shall be the responsibility of Shipper. All other taxes assessed in connection with performance of this Agreement shall be the responsibility of and paid for by KRT; provided, however, in the event a port, harbor, wharfage or similar tax shall hereafter be imposed by any governmental agency, then the full amount of such tax shall be the responsibility of and paid for by Shipper to the extent KRT can demonstrate that imposition of the same has increased KRT's costs of providing services hereunder.

ARTICLE THIRTEEN

INSURANCE

Not in substitution for or in limitation of any other responsibility stated elsewhere in this Agreement, KRT shall, at its own expense, during the term of this Agreement carry and maintain wharfingers liability insurance or equivalent coverage. KRT shall require its insurance carrier to give Shipper thirty (30) days' prior written notice of material changes to or cancellation of the policy issued hereunder. KRT shall provide a copy of such insurance to Shipper within ten (10) working days after the signing of this Agreement.

In the event KRT shall fail to provide such insurance, in whole or in part, or if the insurance provided is inadequate or fails to totally cover any asserted claim, the liabilities and obligations of KRT hereunder shall not be diminished and KRT shall protect, indemnify and

hold Shipper harmless to the same extent as if such policy had been procured and maintained by it, without any deductible. Notwithstanding the foregoing, KRT shall have the right to self-insure any and all of the above listed coverages. In the event KRT elects to self-insure, KRT agrees to protect and indemnify Shipper as though such policies were in place. All insurance afforded for the benefit of Shipper shall be primary as respect to any claims, losses, damages, expenses or liabilities arising out of this Agreement, and any insurance carried by Shipper shall be excess of and non-contributory with insurance afforded by KRT's insurer. All insurance shall be placed and maintained with insurers which have an A. M. Best rating of "A" or better.

ARTICLE FOURTEEN
FORCE MAJEURE

As used herein, the term force majeure shall mean any act or cause beyond reasonable control of the party affected thereby and which, by the exercise of due diligence, such party is unable to prevent, and shall include, but not be limited to, acts of God, fire, high water, explosions, strikes, labor disputes, sabotage, civil commotion, acts of any civil or military authority, wars, accidents, breakdown or failure of major equipment, unavailability of parts, unavailability or breakdown of transportation facilities or equipment, or any other similar or dissimilar act or cause which is beyond the party's reasonable control. Acts or causes beyond the reasonable control of Shipper's coal suppliers and carriers shall be considered force majeure hereunder. However, the failure of any such supplier or carrier to perform under its contracts with Shipper, if not by reason of an act or cause of a nature excused hereunder, shall not be force majeure.

If because of force majeure, either party is prevented from performing its obligations hereunder, the party experiencing force majeure shall promptly give the other written notice containing full information on the cause thereof, and shall promptly make all reasonable efforts to remove the cause of such force majeure and to resume its performance hereunder with all reasonable dispatch. During the continuance of force majeure the obligations of the parties hereunder shall be suspended or reduced to the extent made necessary by the existence of force majeure. All make-up tons under force majeure shall be by mutual agreement.

ARTICLE FIFTEEN

NON-WAIVER OF RIGHTS

The failure of either party to exercise any right hereunder in one instance shall not constitute a waiver of its right to exercise such right in any future such instance and all provisions of this Agreement shall remain in full force and effect.

ARTICLE SIXTEEN

ASSIGNMENT

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto. In the event that there shall be a change of control of KRT or any company which controls KRT directly or indirectly (as the term control is defined in the Federal Securities Law), Shipper will have the right to terminate this Agreement.

ARTICLE SEVENTEEN

DEFAULT

Except as otherwise expressly provided in this Agreement, no default of either party to this Agreement in the performance of any of its covenants or obligations hereunder, which, except for this provision, would be the basis for cancellation or termination of this Agreement by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to undertake in a reasonably diligent manner to cure the default and shall cure such default in no event later than sixty (60) days after written notice of claim of such default is given to such defaulting party by the other party hereto.

ARTICLE EIGHTEEN

INDEMNIFICATION

Not in substitution for or limitation of any other responsibility stated elsewhere in this Agreement, KRT shall indemnify, defend and hold Shipper harmless from and against any claim, demand, loss, damage or injury caused by or resulting from any act or omission, whether negligent or otherwise, of KRT. Shipper shall indemnify, defend and hold KRT harmless from and against any claim, demand, loss, damage or injury caused by or resulting from any act or omission, whether negligent or otherwise, of Shipper. However, notwithstanding the above,

neither party assumes any responsibility for damage or injury to officers, agents or employees of the other party, nor for any claim, demand, loss, damage or injury which is the result of a force majeure.

ARTICLE NINETEEN

NOTICES

Any notice required or permitted hereunder shall be in writing and shall be effective upon receipt by the addressee at the address set forth below or at such other address as either party may subsequently provide to the other in writing.

IF TO KANAWHA RIVER TERMINALS, INC.:

Mr. Alfred A. Verardi
President
Kanawha River Terminals, Inc.
Post Office Box 308
Ceredo, West Virginia 25507

IF TO ELECTRIC FUELS CORPORATION:

Mr. Dennis G. Edwards
Vice President—Coal Procurement
Electric Fuels Corporation
Post Office Box 15208
St. Petersburg, Florida 33733

ARTICLE TWENTY

CONFIDENTIALITY

Neither party will reveal the terms and conditions of this Agreement to a third party, except by written permission or as required by law. In all circumstances, the parties shall use their best efforts to ensure that third parties maintain the confidentiality of this Agreement.

ARTICLE TWENTY-ONE

CHOICE OF LAW

This Agreement shall be construed, enforced and performed in accordance with the laws of the State of Florida.

ARTICLE TWENTY-TWO

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between KRT and Shipper. No representations, warranties, promises, guarantees or agreements, written or oral, expressed or implied, have been made by either party with respect to the Agreement except as referenced herein. Any changes or modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, effective as of the date and year first above written.

WITNESS:

Teresa L. Bobay

KANAWHA RIVER TERMINALS, INC.

BY: 12/21/01

ITS: Vice President Sales—Terminal Services

WITNESS:

Roberta A. Utt

ELECTRIC FUELS CORPORATION

BY:

ITS: Vice President—Coal Procurement 1/3/02

APPENDIX A

KRT CEREDO DOCK

Direct Transloading Rates	
Without Thaw Shed Services	With Thaw Shed Services
[redacted]	[redacted]

KRT KANAWHA RIVER DOCKS

Truck, Transfer and Storage From Elk Run Mines: [redacted]
Straight Transloading and Storage: [redacted]

KRT BIG SANDY RIVER DOCK

Truck, Transfer and Storage From Martin County: [redacted]
Straight Transloading and Storage: [redacted]

Exhibit Doc

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

January 2, 2002

Mr. Michael Gatens
Vice President
Kanawha River Terminals, Inc.
150 Dairy Lane
Belle, West Virginia 25015

Dear Mr. Gatens:

This letter is to confirm our recent conversations wherein spot coal bids submitted to Progress Fuels Corporation (formerly Electric Fuels Corporation) from the Quincy and Marmet docks for calendar year 2002 include a trucking, storage, and transfer fee of [redacted] (transportation fee). Therefore, if one deducts this transportation fee from the spot bid price, one derives an equivalent f.o.b. mine price.

If you are in agreement with the above, please sign both originals, return one original to me, and retain one original for your files.

Sincerely,

PROGRESS FUELS CORPORATION

F. Michael Lelak
Manager, CSX/Barge Transportation

FML/ro

Agreed to and accepted this the 5 day of Jan 2002.

KANAWHA RIVER TERMINALS, INC.

By: _____
Michael Gatens, Vice President

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ELECTRIC FUELS CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

February 5, 2002

Mr. Albert W. Pitcher
Vice President
Kanawha River Terminals, Inc.
P.O. Box 308
Ceredo, West Virginia 25507

RE: LETTER AGREEMENT

Dear Mr. Pitcher:

This will confirm our agreement to increase the Kanawha River Terminals, Inc. (KRT) truck, transfer and storage fees from Elk Run mines from [redacted] This is in response to the increased enforcement of truck weights in the State of West Virginia.

If you are in agreement, please so indicate by signing in the space provided below and returning one (1) original of this letter to me.

Thank you.

Regards,

Dennis G. Edwards
Vice President
CSX/Barge Coal Procurement

DGE/tlr
Attachment
cc: D. M. Davis
F. M. Lelak

AGREED TO AND ACCEPTED THIS
5th DAY OF February, 2002.

By: A. W. Pitcher
Its: Vice President - Terminal Services

dmd

ELECTRIC
FUELS
CORPORATION

ONE PROGRESS PLAZA, P.O. BOX 15208, ST. PETERSBURG, FLORIDA 33733, (727) 824-6600

February 5, 2002

Mr. Michael Gatens
Vice President
Kanawha River Terminals, Inc.
150 Dairy Lane
Belle, West Virginia 25015

Dear Mr. Gatens:

This letter will memorialize our agreement regarding trucking costs for the Elk Run, Kanawha River docks coals to be shipped to Electric Fuels Corporation (EFC) under our *Coal Transshipment Agreement* effective January 1, 2002.

Specifically, Kanawha River Terminals, Inc. (KRT) and EFC agree that until such time as the West Virginia trucking weights are legally increased, EFC will pay KRT an additional [redacted] for truck, transfer, and storage from Elk Run mines for a total rate of [redacted]. This increases the current rate of [redacted] as reflected in Appendix A of the contract. This rate will be adjusted downward reflecting any increase in legal trucking weights over 80,000 pounds when any such change occurs.

If the above accurately reflects your understanding of our agreement, please indicate so by signing in the signature block provided below and returning one original to me for our files.

Sincerely,

F. Michael Lelak
Manager, CSX/Barge Transportation

FML/ro

Agreed to and accepted this the 28 day of February 2002

KANAWHA RIVER TERMINALS, INC.

By: _____
Michael Gatens, Vice President

Progress Energy

April 8, 2003

Mr. Michael Gatens
Senior Vice President
Kanawha River Terminals, Inc.
150 Dairy Lane
Belle, West Virginia 25015

Dear Mr. Gatens:

This letter will modify the Letter Agreement dated February 5, 2002, regarding trucking costs for the Elk Run, Kanawha River docks coals to be shipped to Progress Fuels Corporation (PFC) under our *Coal Transshipment Agreement* effective January 1, 2002.

Specifically, Kanawha River Terminals, Inc. (KRT) and PFC agree that for trucks loaded to 80,000 pounds PFC will pay KRT an additional [redacted] for truck, transfer, and storage from Elk Run mines for a total rate of [redacted] This increases the current rate of [redacted] as reflected in Appendix A of the contract. For trucks loaded to greater than 80,000 pounds, PFC will be charged only the base rate of [redacted] for truck, transfer, and storage from Elk Run mines.

If the above accurately reflects your understanding of our agreement, please indicate so by signing in the signature block provided below and returning one original to me for our files.

Sincerely,

F. Michael Lelak

F. Michael Lelak
Manager, CSX/Barge Transportation

FML/ro

cc: A. W. Pitcher
D. M. Davis

Agreed to and accepted this the 10 day of April, 2003.

Kanawha River Terminals, Inc.

By: Michael Gatens SR. V. P.
Michael Gatens, Senior Vice President

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Progress Energy

xc: DMD
FHL
MJR
CAL
ORIG. TO CF

July 15, 2003

Mr. Michael Gatens
Senior Vice President
Kanawha River Terminals, Inc.
150 Dairy Lane
Belle, West Virginia 25015

Dear Mr. Gatens:

This letter is a summary of our recent discussion regarding the additional charge of [redacted] per ton for all coal hauled from the Elk Run mines to either Kanawha River Terminals' Quincy or Marmet docks. The surcharge is memorialized in Mike Lelak's, Manager CSX/Barge Transportation, letter dated February 5, 2002. When added to the already existing rate of [redacted] per ton, our rate becomes [redacted]. The increased rate compensates your trucking contractor for the additional cost required to adhere to the current weight limit restriction of 80,000 pounds and their firm position to haul nothing greater than 80,000 pounds.

However, as previously discussed and detailed in Mike's letter of April 8, 2003, if your contractor hauls anything greater than 80,000 pounds, Progress Fuels Corporation fully intends to only pay our previous rate of [redacted] per ton because that truck is no longer adhering to their self-imposed limit of 80,000 pounds as previously agreed. For the record, our definition of greater than 80,000 pounds is exactly that. Any truck, which is greater than 80,000 pounds, is not in concurrence with our agreement.

If the above accurately reflects your understanding of our agreement, please indicate so by signing in the signature block provided below and returning one original to me for our files.

Sincerely,

A. W. Pitcher
Vice President – Coal Procurement

AWP/tlr

Agreed to and accepted this the 21 day of July, 2003.

Kanawha River Terminals, Inc.

By: Michael Gatens SR. V.P.
Michael Gatens, Senior Vice President

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Eyes Dr

Progress Energy

January 6, 2003

Mr. Michael Gatens
Senior Vice President
Kanawha River Terminals, Inc.
150 Dairy Lane
Belle, West Virginia 25015

Dear Mr. Gatens:

This letter is to confirm our recent conversations wherein spot coal bids submitted to Progress Fuels Corporation from the Quincy and Marmet docks for calendar year 2003 include a trucking, storage, and transfer fee of [redacted] (transportation fee). Therefore, if one deducts this transportation fee from the spot bid price, one derives an equivalent f.o.b. mine price.

If you are in agreement with the above, please sign both originals, return one original to me, and retain one original for your files.

Sincerely,

F. Michael Lelak

F. Michael Lelak
Manager, CSX/Barge Transportation

FML/ro

cc: A. W. Pitcher
D. M. Davis

Agreed to and accepted this the 10 day of Jan, 2003.

Kanawha River Terminals, Inc.

By: _____
Michael Gatens, Senior Vice President

Progress Fuels Corporation
200 Central Avenue
St. Petersburg, FL 33701

Progress Energy

January 8, 2004

Mr. Michael Gatens
Senior Vice President
Kanawha River Terminals, Inc.
150 Dairy Lane
Belle, West Virginia 25015

Dear Mr. Gatens:

This letter is to confirm our recent conversations wherein spot coal bids submitted to Progress Fuels Corporation from the Quincy and Marmet docks for calendar year 2004 include a trucking, storage, and transfer fee of [redacted] (transportation fee). Therefore, if one deducts this transportation fee from the spot bid price, one derives an equivalent f.o.b. mine price.

If you are in agreement with the above, please sign both originals, return one original to me, and retain one original for your files.

Sincerely,

A. W. Pitcher
Vice President – Coal Procurement

AWP/ro

cc: F. M. Lelak
D. M. Davis

Agreed to and accepted this the 12 day of Jan, 2004.

Kanawha River Terminals, Inc.

By: Michael Gatens
Michael Gatens, Senior Vice President

#10

POD
#10

MILEAGE FOR RAIL, RIVER, GULF, TRUCK, OCEAN - 2003

RAIL	CSX DIST	FROM (Mine Load Origin)	MILES TO CRYSTAL RIVER
	Big Sandy	Damron Fork, KY	842
		Goff, KY	866
		Rapid Loader 1, KY	906
		Scotts Branch, KY	852
	Hazard/Elkhorn	Yellow Creek, KY	951
	Clinchfield	Apex 2 Dock, KY	794
		Praise Dock, KY	819
	New River	Fola, WV	1060
	Kanawha	Hutchinson, WV	1035

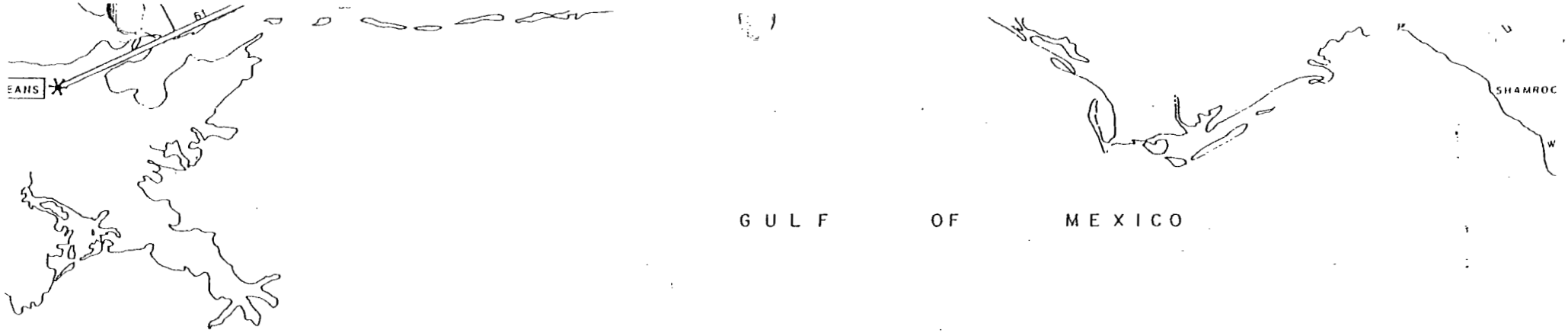
RIVER	FROM	MILES TO IMT
	Kanawha River Terminal (Marmet/Quincy/Winefrede)	1681
	Kanawha River Terminal (Ceredo Dock)	1564

GULF	FROM	MILES TO CRYSTAL RIVER
	International Marine Terminal (Myrtle Grove, LA)	431
	McDuffie Terminal (Mobile, AL)	326

TRUCK	FROM	MILES TO RIVER TERMINAL
	Sylvester (Elk Run)	29

OCEAN	FROM	MILES TO IMT
	Foreign Locations	Maps/Mileage not available

2/5/04



CSX TRANSPORTATION, INC.

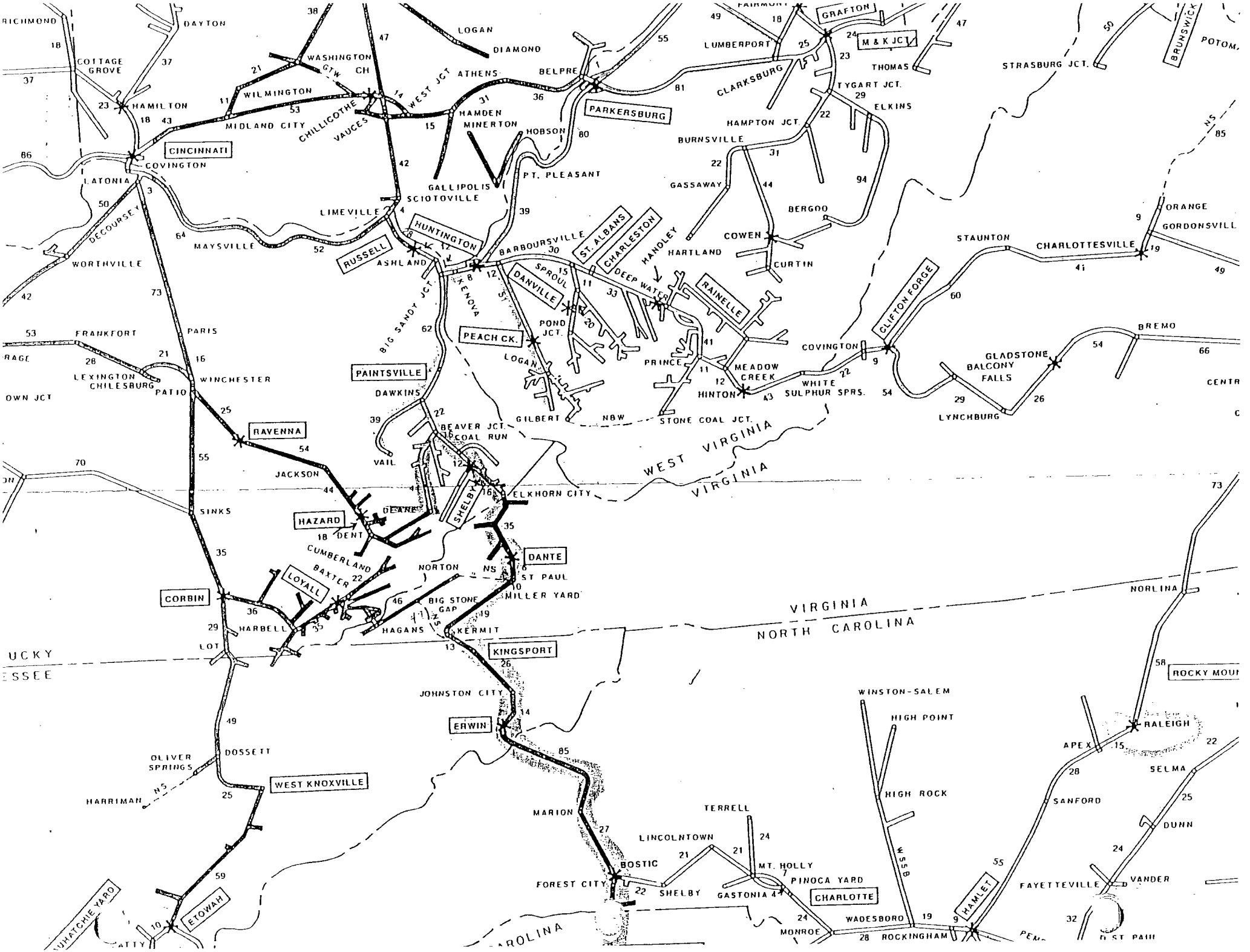
OPERATING DIVISIONS

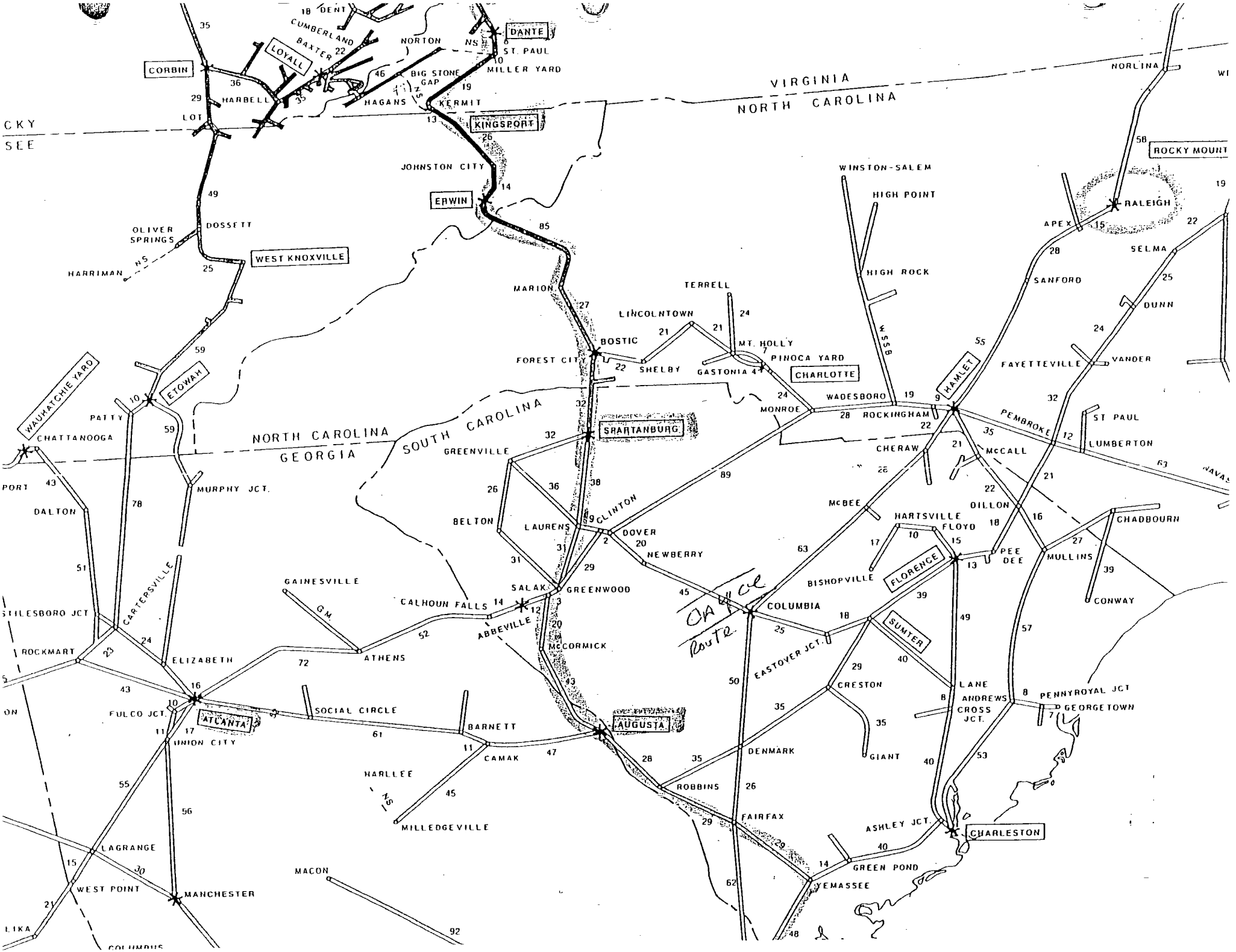
- ATLANTA
- BALTIMORE
- CHICAGO
- CINCINNATI
- COLUMBUS
- CORBIN
- DETROIT
- EVANSVILLE
- FLORENCE
- HUNTINGTON
- MOBILE
- NASHVILLE
- PITTSBURGH
- SAVANNAH
- TAMPA

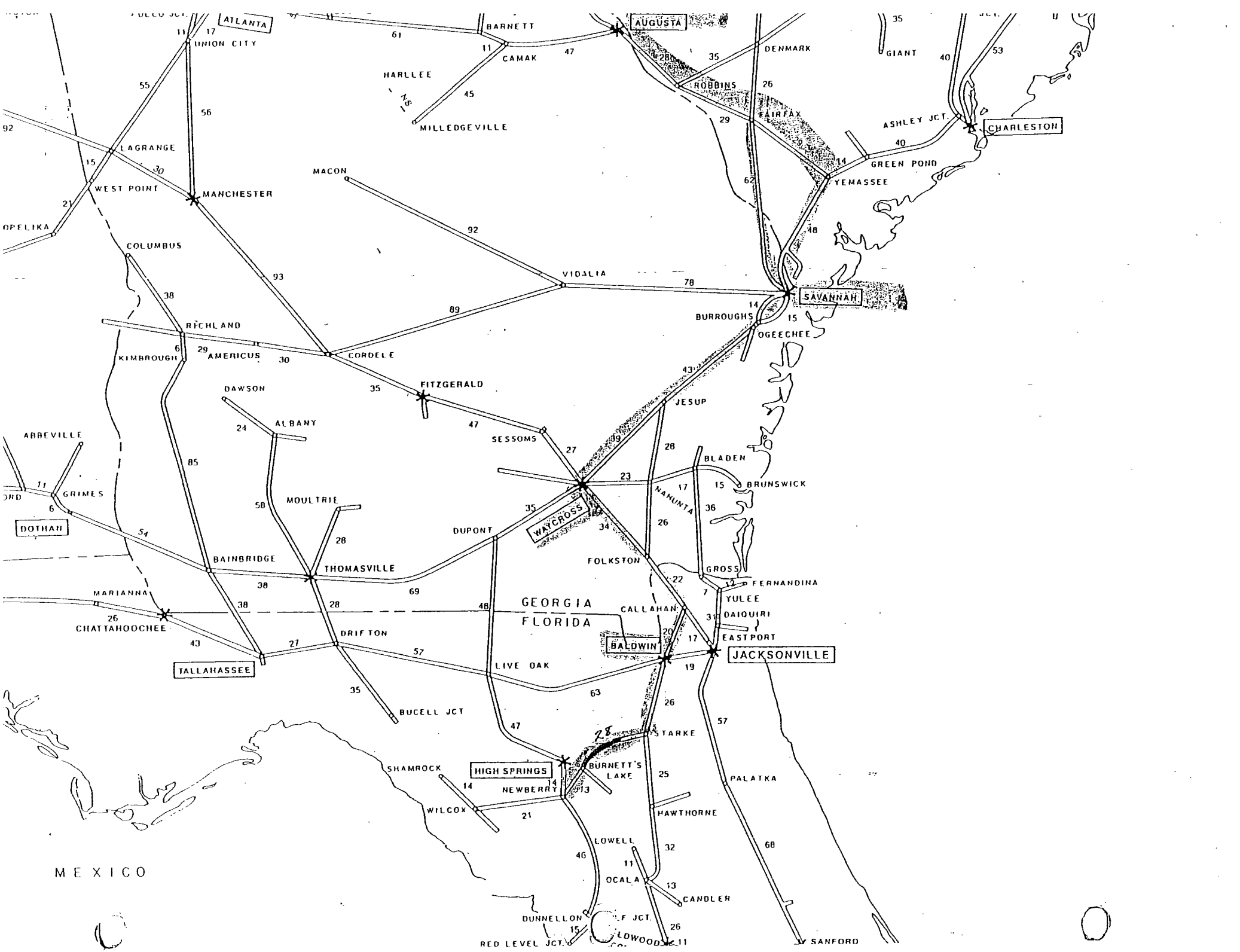
* CREW CHANGE POINT

CITY LOCOMOTIVE SERVICING

29 MILEAGE BETWEEN CITIES

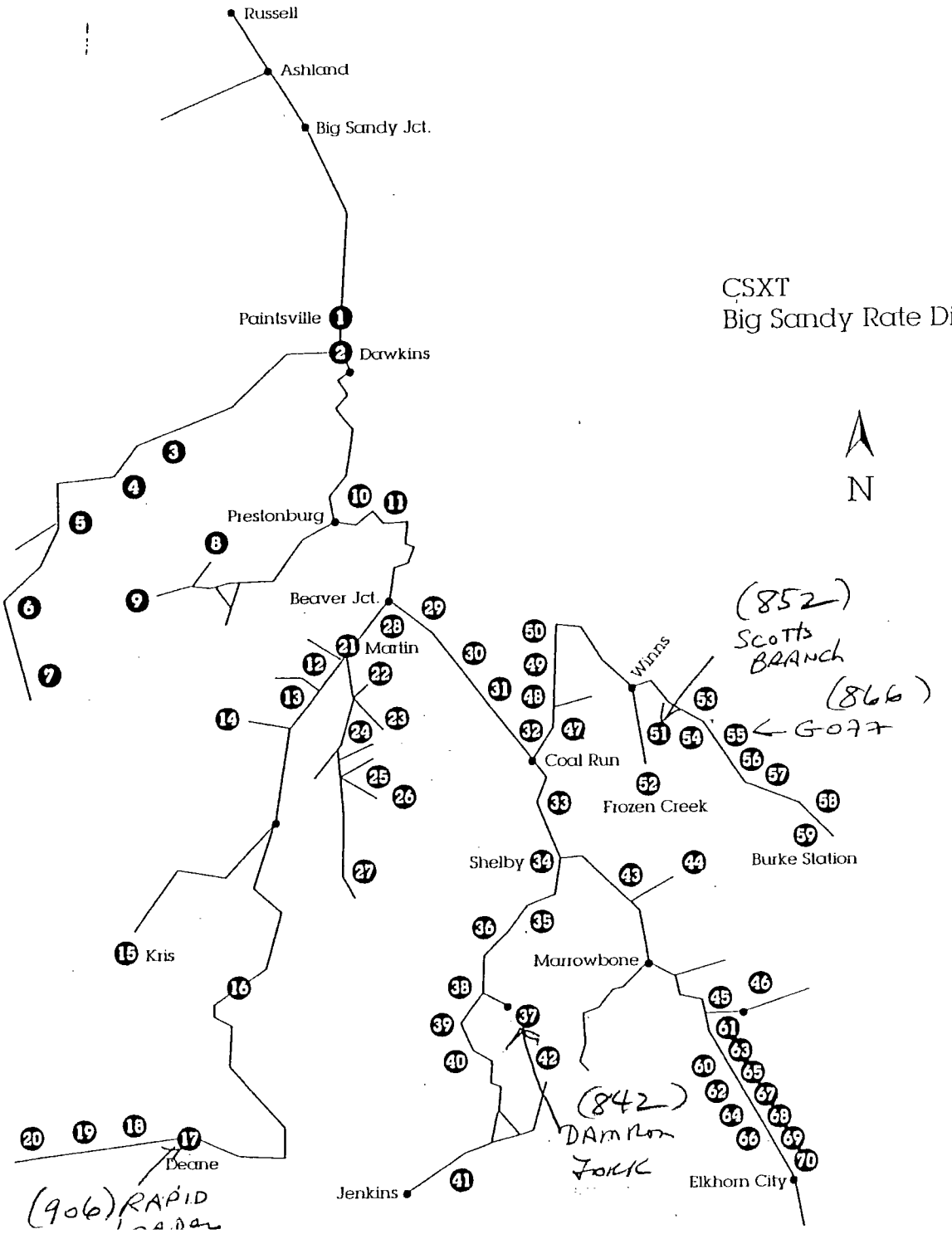

RICHMOND
DAYTON
COTTAGE GROVE
HAMILTON
WILMINGTON
MIDLAND CITY
WASHINGTON CH
CHILLICOTHE
VAUCES
WEST JCT ATHENS
LOGAN
DIAMOND
HAMDEN
MINERTON
BELPRE
PARKERSBURG
CINCINNATI
COVINGTON
LATONIA
DECOURSEY
WORTHVILLE
MAYSVILLE
GALLIPOLIS
SCIOTOVILLE
LIMEVILLE
HUNTINGTON
RUSSELL
ASHLAND
PT. PLEASANT
HOBSON
BARBOURSVILLE
ST. ALBANS
CHARLESTON
HANDLEY
DEEP WATER
SPROUL
DANVILLE
POND JCT.
PEACH CK.
LOGAN
PAINTSVILLE
DAWKINS
BIG SANDY JCT.
KENOVA
FRANKFORT
PARIS
LEXINGTON
CHILESBURG
PATIO
WINCHESTER
RAVENNA
JACKSON
SINKS
HAZARD
DENT
CLARE
BEAVER JCT.
COAL RUN
VAIL
GILBERT
NBW
STONE COAL JCT.
PRINCE
MEADOW CREEK
HINTON
WHITE SULPHUR SPRS.
RAINELLE
CURTIN
COWEN
HARTLAND
BERGOO
GASSAWAY
BURNSVILLE
HAMPTON JCT.
TYGART JCT.
ELKINS
CLARKSBURG
LUMBERPORT
M & K JCT.
GRAFTON
FAIRMONT
THOMAS
STRASBURG JCT.
BRUNSWICK
POTOM
STAUNTON
CHARLOTTESVILLE
CLIFTON FORGE
ORANGE
GORDONSVILL
BREMO
GLADSTONE
BALCONY FALLS
LYNCHBURG
CENTR
ELKHORN CITY
SHELBY
DANTE
ST PAUL
MILLER YARD
NORTON
NS
BIG STONE GAP
HAGANS
KERMIT
LOYALL
CUMBERLAND
BAXTER
CORBIN
HARBELL
LOT
KINGSPORT
JOHNSTON CITY
ERWIN
OLIVER SPRINGS
DOSSETT
HARRIMAN
WEST KNOXVILLE
ETOWAH
MARION
FOREST CITY
BOSTIC
LINCOLNTOWN
TERRELL
SHELBY
MT. HOLLY
GASTONIA
PINOCA YARD
CHARLOTTE
MONROE
WADESBORO
ROCKINGHAM
HAMLET
WINSTON-SALEM
HIGH POINT
HIGH ROCK
SSB
RALEIGH
APEX
SELMA
SANFORD
DUNN
FAYETTEVILLE
VANDER
NORLINA
ROCKY MOUN
WEST VIRGINIA
VIRGINIA
NORTH CAROLINA
UCKY
ESSEE
AROLINA


CKY
SEE
VIRGINIA
NORTH CAROLINA
CORBIN
LOYALL
CUMBERLAND
BAXTER
NORTON
DANTE
ST. PAUL
MILLER YARD
BIG STONE GAP
HAGANS
KERMIT
HARBELL
LOT
KINGSPORT
JOHNSTON CITY
ERWIN
OLIVER SPRINGS
DOSSETT
WEST KNOXVILLE
HARRIMAN
MARION
TERRELL
LINCOLNTOWN
BOSTIC
FOREST CITY
SHELBY
GASTONIA
MT. HOLLY
PINOCA YARD
CHARLOTTE
WINSTON-SALEM
HIGH POINT
HIGH ROCK
WADESBORO
MONROE
ROCKINGHAM
HAMLET
CHERAW
McCALL
NORLINA
ROCKY MOUNT
RALEIGH
APEX
SELMA
SANFORD
DUNN
FAYETTEVILLE
VANDER
ST. PAUL
LUMBERTON
PEMBROKE
WAUHATCHIE YARD
ETOWAH
PATTY
CHATTANOOGA
NORTH CAROLINA
GEORGIA
SOUTH CAROLINA
SPARTANBURG
GREENVILLE
MURPHY JCT.
DALTON
BELTON
LAURENS
CLINTON
DOVER
NEWBERRY
McBEE
HARTSVILLE
FLOYD
OILLON
CHADBOURN
PEE DEE
MULLINS
CONWAY
FLORENCE
BISHOPVILLE
COLUMBIA
Orange Route
SUMTER
EASTOVER JCT.
CRESTON
LANE
ANDREWS
CROSS JCT.
PENNYROYAL JCT
GEORGETOWN
GAINESVILLE
G.M.
CALHOUN FALLS
SALAK
GREENWOOD
ABBEVILLE
McCORMICK
ATHENS
ELIZABETH
CARTERSVILLE
STILESBORO JCT
ROCKMART
FULCO JCT.
ATLANTA
SOCIAL CIRCLE
UNION CITY
BARNETT
CAMAK
AUGUSTA
HARLLEE
MILLEDGEVILLE
DENMARK
GIANT
ROBBINS
FAIRFAX
ASHLEY JCT.
CHARLESTON
GREEN POND
YEMASSEE
LAGRANGE
WEST POINT
MANCHESTER
MACON
COLUMBUS


ATLANTA
UNION CITY
BARNETT
AUGUSTA
CAMAK
HARLLEE
MILLEDGEVILLE
DENMARK
ROBBINS
FAIRFAX
GIANT
ASHLEY JCT.
CHARLESTON
GREEN POND
YEMASSEE
LAGRANGE
WEST POINT
MANCHESTER
OPELIKA
MACON
COLUMBUS
VIDALIA
SAVANNAH
BURROUGHS
OGEECHEE
RICHLAND
KIMBROUGH
AMERICUS
CORDELE
FITZGERALD
DAWSON
ALBANY
SESSOMS
JESUP
ABBEVILLE
GRIMES
DOTHAN
MOULTRIE
BLADEN
BRUNSWICK
NAHUNTA
WAYCROSS
DUPONT
FOLKSTON
BAINBRIDGE
THOMASVILLE
GROSS
FERNANDINA
YULEE
DAIQUIRI
EASTPORT
MARIANNA
CHATTAHOOCHEE
GEORGIA
FLORIDA
CALLAHAN
BALDWIN
JACKSONVILLE
DRIFTON
TALLAHASSEE
LIVE OAK
BUCELL JCT
STARKE
SHAMROCK
HIGH SPRINGS
BURNETT'S LAKE
PALATKA
NEWBERRY
WILCOX
HAWTHORNE
LOWELL
OCALA
CANDLER
DUNNELLON
RED LEVEL JCT.
SANFORD
MEXICO

MAP F

CSXT
Big Sandy Rate District



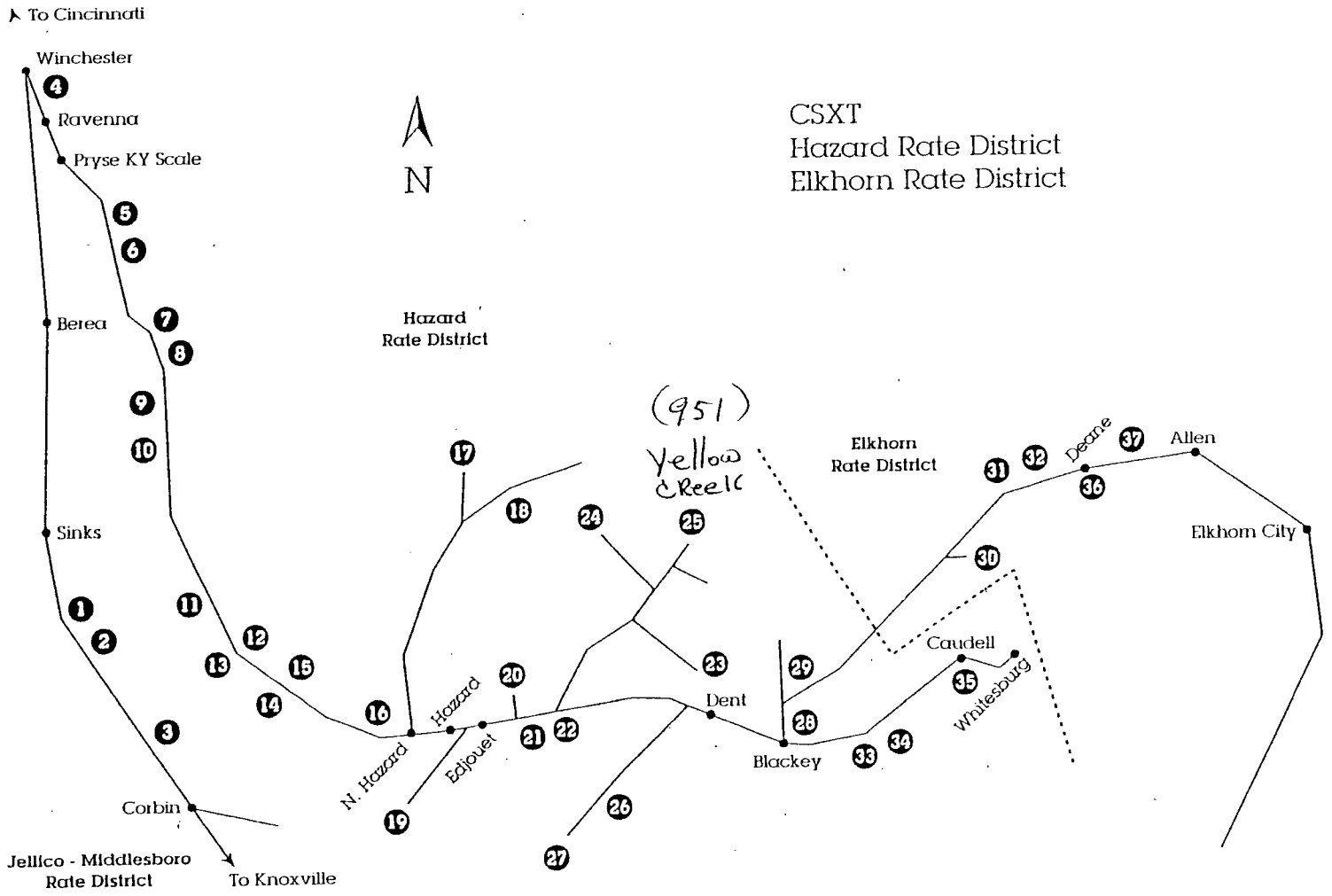
Map F

Map No.	Station Name		Map No.	Station Name	
1	Paintsville	KY	36	Esco	KY
2	Dawkins	KY	37	Damron Fork	KY
3	Hickory Mine	KY	38	Virgie	KY
4	Michael-Shane	KY	39	Burk Branch	KY
5	Magoffin	KY	40	Myra	KY
6	Tip Top Mine	KY	41	Stuart	KY
7	Skyline	KY	42	Fenn	KY
8	Beverly Ann	KY	43	McVicker	KY
9	David	KY	44	Slones Branch	KY
10	Bull Creek	KY	45	Praise	KY
11	Lancer	KY	46	Little Beaver	KY
12	Eastern	KY	47	Ramsey	KY
13	Jet Siding	KY	48	Coal Mac 2	KY
14	Jones Fork	KY	49	Stone Coal	KY
15	Kris	KY	50	Millers Creek	KY
16	Bates Branch	KY	51	Raccoon	KY
17	Rapid Loader 1	KY	52	Frozen Creek	KY
18	Deanco	KY	53	Bevins Branch	KY
19	Democrat 1	KY	54	Hunt	KY
20	Golden Oak	KY	55	Goff	KY
21	Marrs	KY	56	Kilowatt	KY
22	Guaranty	KY	57	Fairway	KY
23	Salisbury	KY	58	Jesse Branch	KY
24	Turner A	KY	59	Burke Station	KY
25	Floyd	KY	59	Gabriel	KY
26	Columbia 3	KY	60	Federal	KY
27	Price	KY	61	Triangle	KY
28	Adams 1	KY	62	MaHaney	KY
29	Ivel	KY	63	Sadie	KY
30	Hale 3	KY	64	Lois	KY
31	Peter Fork 2	KY	65	Log	KY
32	Big Shoal	KY	66	Potter	KY
33	Patton	KY	67	Kentucky Elkhorn	KY
34	Yeager	KY	68	Elkhorn 5	KY
35	Landmark 2	KY	69	L & R	KY
			70	Advanced	KY

Station Name		Map No.	Station Name		Map No.
Adams 1	KY	28	Kentucky Elkhorn	KY	67
Advanced	KY	70	Kilowatt	KY	56
Bates Branch	KY	16	Kris	KY	15
Beverly Ann	KY	8	L & R	KY	69
Bevins Branch	KY	53	Lancer	KY	11
Big Shoal	KY	32	Landmark 2	KY	35
Bull Creek	KY	10	Little Beaver	KY	46
Burk Branch	KY	39	Log	KY	65
Burke Station	KY	59	Lois	KY	64
Coal Mac 2	KY	48	Magoffin	KY	5
Columbia 3	KY	26	MaHaney	KY	62
Damron Fork	KY	37	Marrs	KY	21
David	KY	9	McVicker	KY	43
Dawkins	KY	2	Michael-Shane	KY	4
Deanco	K	18	Millers Creek	KY	50
Democrat 1	KY	19	Myra	KY	40
Eastern	KY	12	Paintsville	KY	1
Elkhorn 5	KY	68	Patton	KY	33
Esco	KY	36	Peter Fork 2	K	31
Fairway	KY	57	Potter	KY	66
Federal	KY	60	Praise	K	45
Fenn	KY	42	Price	KY	27
Floyd	KY	25	Raccoon	KY	51
Frozen Creek	KY	52	Ramsey	KY	47
Gabriel	KY	59	Rapid Loader 1	KY	17
Goff	KY	55	Sadie	KY	63
Golden Oak	KY	20	Salisbury	KY	23
Guaranty	KY	22	Skyline	KY	7
Hale 3	KY	30	Slones Branch	KY	44
Hickory Mine	KY	3	Stone Coal	KY	49
Hunt	KY	54	Stuart	K	41
Ivel	KY	29	Tip Top Mine	KY	6
Jesse Branch	K	58	Triangle	KY	61
Jet Siding	KY	13	Turner A	KY	24
Jones Fork	KY	14	Virgie	KY	38
			Yeager	KY	34

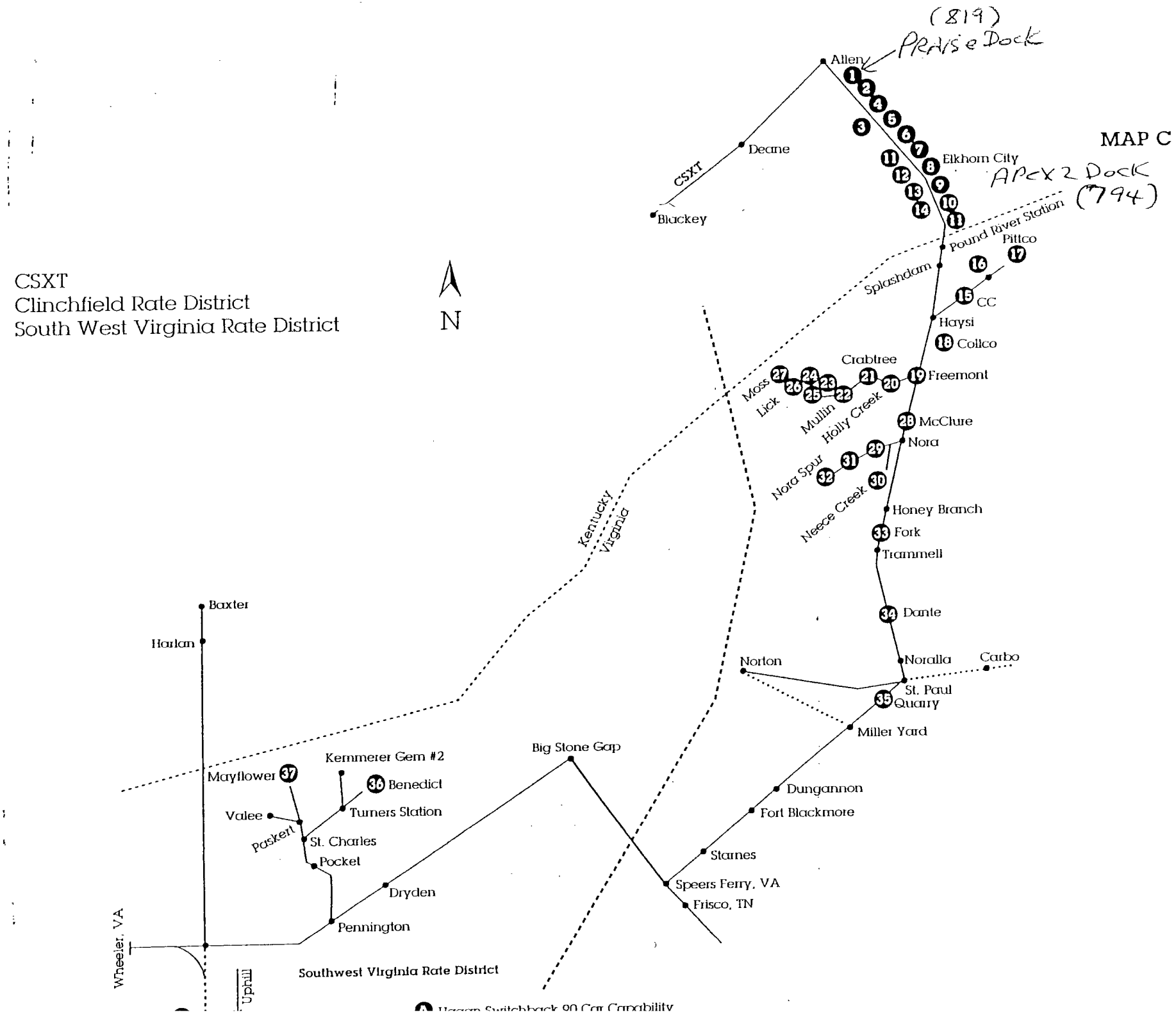
SCOTTS BRANCH (Near Raccoon) 51

MAP A


To Cincinnati
Winchester
Ravenna
Pryse KY Scale
Berea
Sinks
Corbin
Jellico - Middlesboro
Rate District
To Knoxville
N
CSXT
Hazard Rate District
Elkhorn Rate District
Hazard
Rate District
(951)
Yellow
Creek
Elkhorn
Rate District
Deane
Allen
Elkhom City
Caudell
Whitesburg
Dent
Blackey
Hazard
Edjouet
N. Hazard
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2
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Map A

Map No.	Station Name		Station Name		Map No.
1	Livingston	KY	Arnold	KY	18
2	East Bernstadt	KY	Bessie	KY	12
3	Kaneb	KY	Bluegrass 4	KY	19
4	Calla	KY	Buckeye 1	KY	20
5	St. Helens	KY	Buckeye	KY	20
6	Degen	KY	Calla	KY	4
7	Elkatawa	KY	Charlene	KY	23
8	South Fork 2	KY	Chavies	KY	11
9	Kragon	KY	Chester	KY	24
10	Haddix	KY	Deane	KY	36
11	Chavies	KY	Degen	KY	6
12	Bessie	KY	Democrat	KY	32
13	Hoyt	KY	East Bernstadt	KY	2
14	Typo	KY	Elkatawa	KY	7
15	Wahoo	KY	Haddix	KY	10
16	Lennut	KY	Hebe 4	KY	28
17	Sigmon	KY	Hi Energy	KY	31
18	Arnold	KY	Hoyt	KY	13
19	Bluegrass 4	KY	Jeff	KY	21
20	Buckeye	KY	Kaneb	KY	3
20	Buckeye 1	KY	KPC	KY	22
21	Jeff	KY	Kragon	KY	9
22	KPC	KY	Leatherwood 1	KY	26
23	Charlene	KY	Leatherwood	KY	27
24	Chester	KY	Lennut	KY	16
25	Yellow Creek	KY	Livingston	KY	1
26	Leatherwood 1	KY	Rapid Loader	KY	37
27	Leatherwood	KY	Romeo	KY	35
28	Hebe 4	KY	Roxanna	KY	34
29	Swanee	KY	Sapphire	KY	30
30	Sapphire	KY	Sigmon	KY	17
31	Hi Energy	KY	South Fork 2	KY	8
32	Democrat	KY	St. Helens	KY	5
33	Tolson	KY	Swanee	KY	29
34	Roxanna	KY	Tolson	KY	33
35	Romeo	KY	Typo	KY	14
36	Deane	KY	Wahoo	KY	15
37	Rapid Loader	KY	Yellow Creek	KY	25


(819)
Praise Dock
MAP C
Allen
Deane
CSXT
Blackey
Elkhorn City
Apex 2 Dock
(794)
Pound River Station
Pittco
Splashdam
CC
Haysi
Collco
Crabtree
Freemont
Moss
Lick
Mullin
Holly Creek
McClure
Nora
Nora Spur
Neese Creek
Honey Branch
Fork
Trammell
Dante
Norton
Noralla
Carbo
St. Paul
Quarry
Miller Yard
Dungannon
Fort Blackmore
Stanes
Speers Ferry, VA
Frisco, TN
Big Stone Gap
Kentucky
Virginia
Baxter
Harlan
Kemmerer Gem #2
Mayflower
Benedict
Valee
Turners Station
Paskert
St. Charles
Pocket
Dryden
Pennington
Wheeler, VA
Uphill
Southwest Virginia Rate District
CSXT
Clinchfield Rate District
South West Virginia Rate District
N

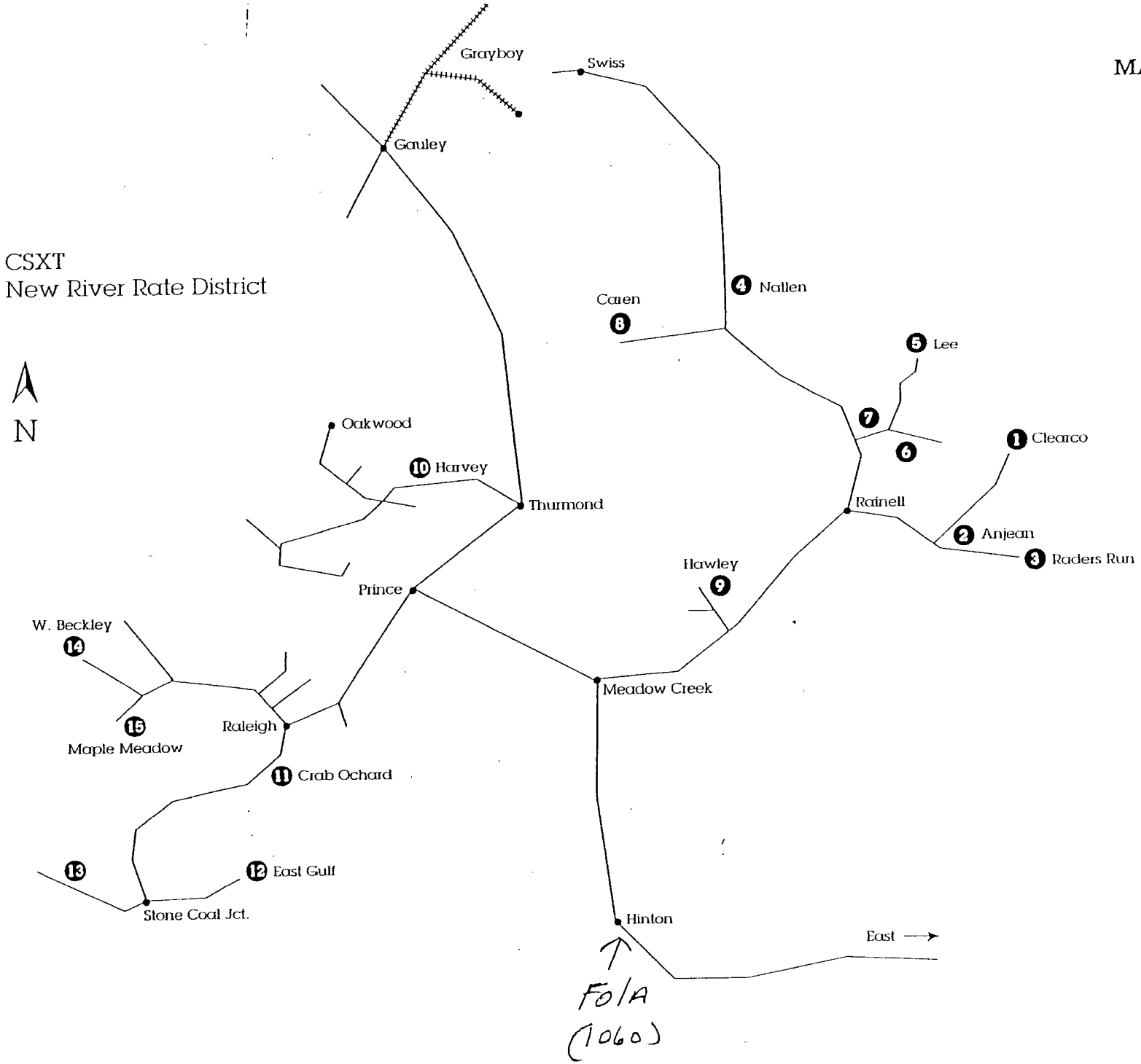
Map C

Map No.	Station Name		Station Name		Map No.
1	Praise Dock	KY	Advanced Dock	KY	10
2	Little Beaver Dock	KY	Elkhorn 5 Dock	KY	8
3	Federal Dock	KY	Federal Dock	KY	3
4	Triangle Dock	KY	KY Elkhorn Dock	KY	7
5	Wye Dock,	KY	L & R Dock	KY	9
6	Log Dock	KY	Little Beaver Dock	KY	2
7	Sadie Dock	KY	Log Dock	KY	5
8	KY Elkhorn Dock	KY	Lois Dock	KY	12
9	Elkhorn 5 Dock	KY	Mahaney Dock	KY	11
10	L & R Dock	KY	Praise Dock	KY	1
11	Advanced Dock	KY	Sadie Dock	KY	6
12	Lois Dock	KY	Triangle Dock	KY	4
13	Mahaney Dock	KY	Potter Dock	KY	13
14	Potter Dock	KY	Wye Dock,	KY	5
15	CC	VA	Benedict	VA	36
16	Crooked Branch	VA	Collco	VA	18
17	Pittco	VA	Crabtree	VA	21
18	Collco	VA	Crooked Branch	VA	16
19	Fremont	VA	Dante	VA	34
20	Holly Creek	VA	Delp	VA	23
21	Crabtree	VA	Fork	VA	33
22	Mullin	VA	Fremont	VA	19
23	Delp	VA	Holly Creek	VA	20
24	Victor	VA	Kilgore Creek	VA	32
25	Phipps	VA	Lick Fork	VA	26
26	Lick Fork	VA	McClure	VA	28
27	Moss	VA	Mayflower	VA	37
28	McClure	VA	Moss	VA	27
29	Nora	VA	Mullin	VA	22
30	Neece Creek	VA	Neece Creek	VA	30
31	Open Fork 2	VA	Nora	VA	29
32	Kilgore Creek	VA	Open Fork 2	VA	31
33	Fork	VA	Phipps	VA	25
34	Dante	VA	Pittco	VA	17
35	Quarry	VA	Quarry	VA	35
36	Benedict	VA	Victor	VA	24
37	Mayflower	VA	CC	VA	15

Apex 2 Dock
(near Elkhorn City)

MAP H

CSXT
New River Rate District

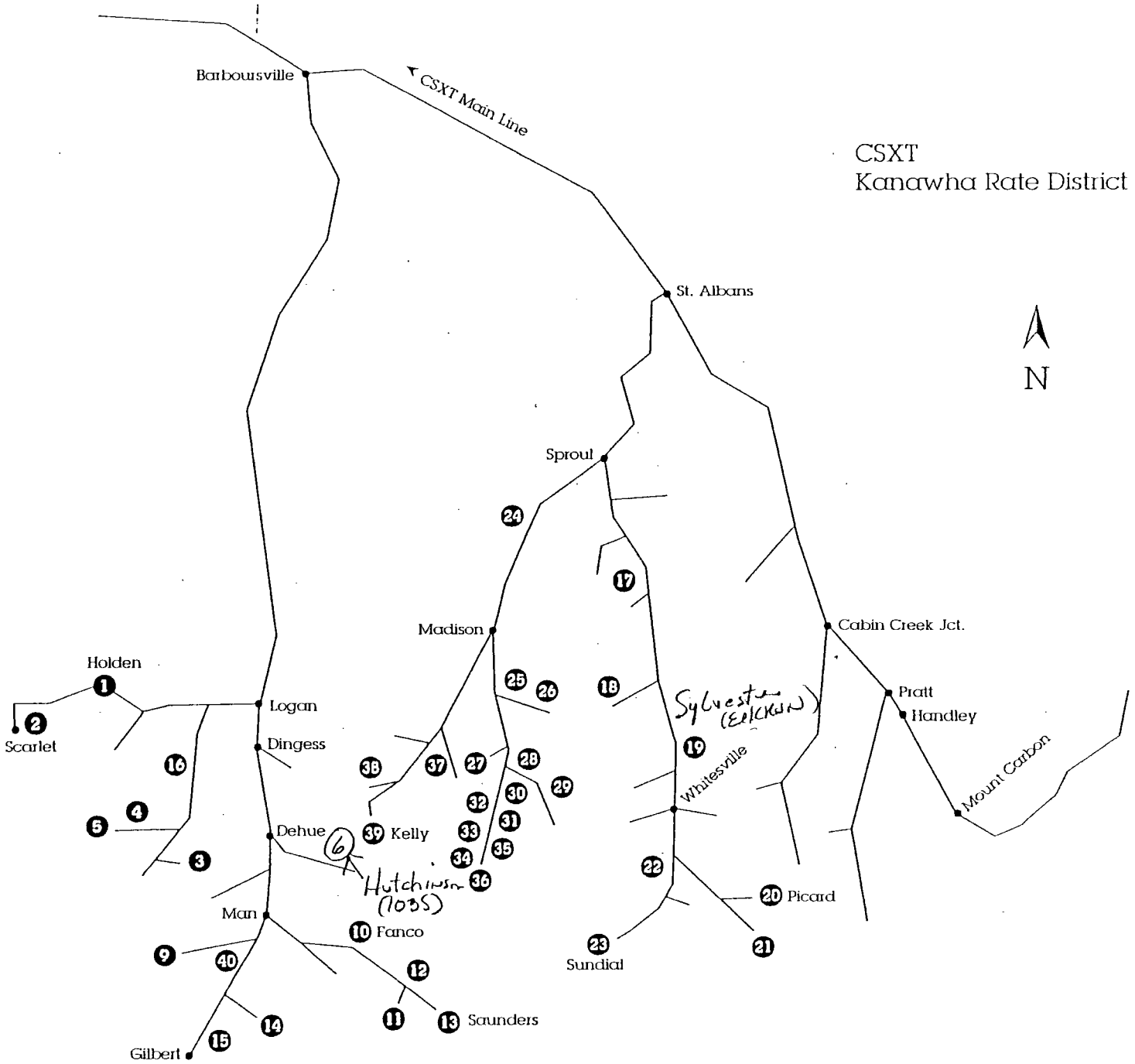


Map H

Map No.	Station Name		Station Name		Map No.
1	Clearco	WV	Anjean	WV	2
2	Anjean	WV	Bellburn	WV	7
3	Raders Run	WV	Caren	WV	8
4	Nallen	WV	Clearco	WV	1
5	Lee	WV	Crab Orchard	WV	11
6	Quinwood	WV	East Gulf	WV	12
7	Bellburn	WV	Harvey	WV	10
8	Caren	WV	Hawley	WV	9
9	Hawley	WV	Lee	WV	5
10	Harvey	WV	Maple Meadow	WV	15
11	Crab Orchard	WV	Mariana	WV	13
12	East Gulf	WV	Nallen	WV	4
13	Mariana	WV	Quinwood	WV	6
14	West Beckley	WV	Raders Run	WV	3
15	Maple Meadow	WV	West Beckley	WV	14

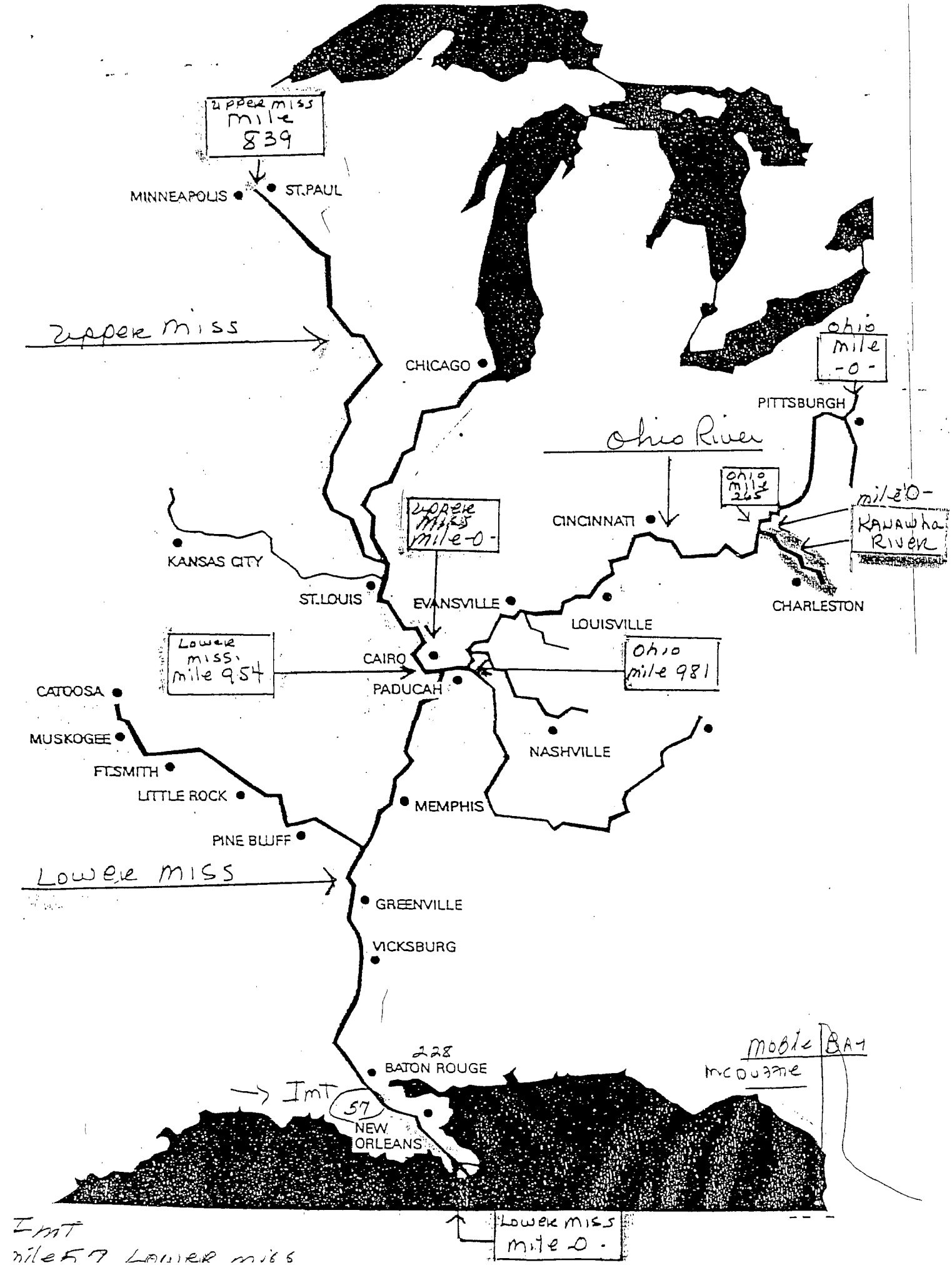
FoLa
(Near Hinton)

MAP G


CSXT
Kanawha Rate District
N
Barboursville
CSXT Main Line
St. Albans
Sproul
Madison
Cabin Creek Jct.
Holden
Logan
Scarlet
Dingess
Dehue
Kelly
Hutchinson (1035)
Man
Fanco
Gilbert
Saunders
Sundial
Picard
Whitesville
Sylvester (Elkhorn)
Pratt
Handley
Mount Carbon
1
2
3
4
5
6
9
10
11
12
13
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38
39
40

Map G

Map No.	Station Name		Station Name		Map No.
1	Island Creek 29	WV	Beth	WV	24
1	Island Creek 29A	WV	Buffalo	WV	13
2	Scarlett	WV	Clinton	WV	33
3	Omar	WV	Don	WV	8
4	Island Creek 22	WV	Elk Lick	WV	12
5	Hobet 7	WV	Emmett	WV	14
6	Hutchinson	WV	Fanco	WV	10
7	Phillips	WV	Ferrell	WV	25
8	Don	WV	Garnette	WV	9
9	Garnette	WV	Hampton 3	WV	37
10	Fanco	WV	Harris	WV	36
11	Lundale 2	WV	Hobet 7	WV	5
12	Elk Lick	WV	Holbrook	WV	26
13	Buffalo	WV	Hutchinson	WV	6
14	Emmett	WV	Indian Creek	WV	17
15	West Gilbert	WV	Island Creek 22	WV	4
16	Rossmore	WV	Island Creek 29	WV	1
17	Indian Creek	WV	Island Creek 29A	WV	1
18	Prenter	WV	Jasper	WV	34
19	Sylvester	WV	Kelly	WV	39
20	Picard	WV	Kohlsaat	WV	30
21	Rowland	WV	Landville	WV	40
22	Montcoal	WV	Lanta	WV	27
23	Sundial	WV	Lick	WV	35
24	Beth	WV	Lundale 2	WV	11
25	Ferrell	WV	Marnie	WV	28
26	Holbrook	WV	Monclo	WV	38
27	Lanta	WV	Montcoal	WV	22
28	Marnie	WV	Omar	WV	3
29	Robinhood	WV	Phillips	WV	7
30	Kohlsaat	WV	Picard	WV	20
31	Wells Prep Plant	WV	Prenter	WV	18
32	Wharton 2	WV	Robinhood	WV	29
33	Clinton	WV	Rossmore	WV	16
34	Jasper	WV	Rowland	WV	21
35	Lick	WV	Scarlett	WV	2
36	Harris	WV	Sundial	WV	23
37	Hampton 3	WV	Sylvester	WV	19
38	Monclo	WV	Wells Prep Plant	WV	31
39	Kelly	WV	West Gilbert	WV	15
40	Landville	WV	Wharton 2	WV	32



Imt
mile 57 Lower miss

#11

STATE OF FLORIDA

COMMISSIONERS:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY

DIVISION OF AUDITING & SAFETY
DANIEL M. HOPPE, DIRECTOR
(850) 413

POD # 11
Contains confidential info

Public Service Commission

February 14, 2003

Post-it® Fax Note 7671	Date 2/18	# of pages ▶ 2
To Gavier Portuondo	From Teresa	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	

Mr. Paul Lewis, Jr.,
Progress Energy Florida, Inc.
106 East College Avenue, Suite 800
Tallahassee, FL 32301-7740

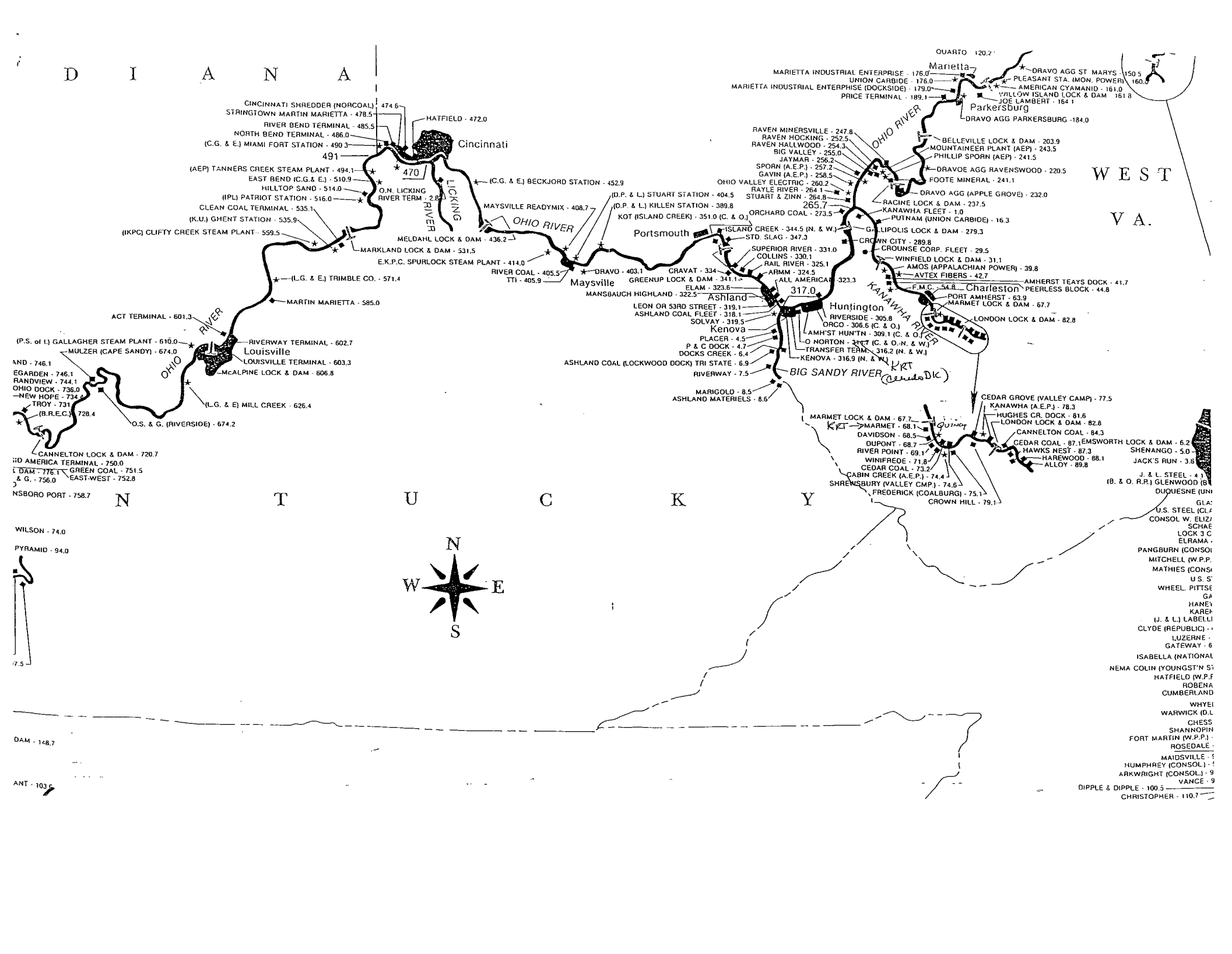
Re: **Docket No.:** 030001-EI; **Company Name:** Progress Energy Florida, Inc.; **Audit Purpose:** to audit fuel transportation costs paid by Progress Energy Florida and Progress Fuels Corporation for 2002 ; **Audit Control No.:** 03-045-2-1

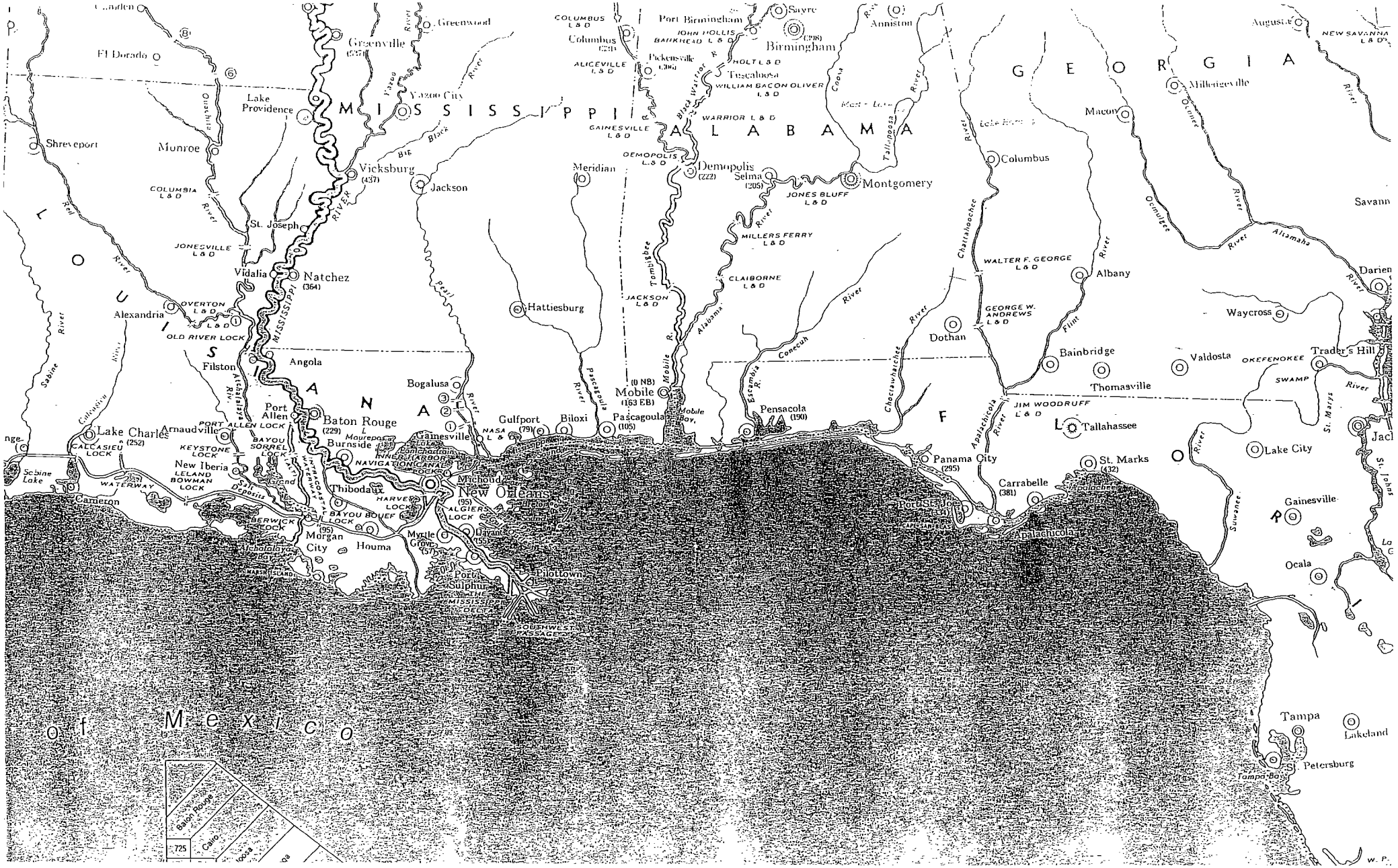
Dear Mr. Lewis:

The Florida Public Service Commission will conduct an audit of fuel transportation costs paid by Progress Energy Florida and Progress Fuels Corporation for 2002, in accordance with Commission audit procedures. Access will be requested to documents and records of the utility and, if necessary, supporting records for affiliate company transactions that affect regulated operations. Staff auditors may also request to review the utility's external audit working papers for the most recent independent audit. Mr. Jim McPherson, the Tampa district office supervisor, will coordinate this audit. Mr. McPherson can be reached at (813) 356-1444. Questions regarding the audit or audit staff should be directed to the district supervisor or myself. My phone number is (850) 413-6487.

The Audit Access to Records rule for each industry states:

In those instances where the utility disagrees with the auditor's assessment of a reasonable response time to the audit request, the utility shall first attempt to discuss the disagreement with the auditor and reach an acceptable revised date. If agreement cannot be reached, the utility shall discuss the issue with successive levels of supervisors at the Commission until an agreement is reached.


D I A N A
N T U C K Y
W E S T V A.
Cincinnati
Louisville
Maysville
Portsmouth
Ashland
Huntington
Kenova
Marietta
Parkersburg
Charleston
OHIO RIVER
LICKING RIVER
KANAWHA RIVER
BIG SANDY RIVER
CINCINNATI SHREDDER (NORCOAL) 474.6
STRINGTOWN MARTIN MARIETTA - 478.5
RIVER BEND TERMINAL - 485.5
NORTH BEND TERMINAL - 486.0
(C.G. & E.) MIAMI FORT STATION - 490.3
HATFIELD - 472.0
491
470
(AEP) TANNERS CREEK STEAM PLANT - 494.1
EAST BEND (C.G.& E.) - 510.9
HILLTOP SAND - 514.0
O.N. LICKING RIVER TERM - 2.8
(IPL) PATRIOT STATION - 516.0
CLEAN COAL TERMINAL - 535.1
(K.U.) GHENT STATION - 535.9
(IKPC) CLIFTY CREEK STEAM PLANT - 559.5
MARKLAND LOCK & DAM - 531.5
(L.G. & E.) TRIMBLE CO. - 571.4
MARTIN MARIETTA - 585.0
ACT TERMINAL - 601.3
(P.S. of I.) GALLAGHER STEAM PLANT - 610.0
MULZER (CAPE SANDY) - 674.0
RIVERWAY TERMINAL - 602.7
LOUISVILLE TERMINAL - 603.3
McALPINE LOCK & DAM - 606.8
(L.G. & E) MILL CREEK - 626.4
O.S. & G. (RIVERSIDE) - 674.2
AND - 746.1
EGARDEN - 746.1
RANDVIEW - 744.1
OHIO DOCK - 736.0
NEW HOPE - 734.4
TROY - 731
(B.R.E.C.) - 728.4
CANNELTON LOCK & DAM - 720.7
ID AMERICA TERMINAL - 750.0
DAM - 776.1
GREEN COAL - 751.5
& G. - 756.0
EAST-WEST - 752.8
NSBORO PORT - 758.7
WILSON - 74.0
PYRAMID - 94.0
7.5
DAM - 148.7
ANT - 103.6
(C.G. & E.) BECKJORD STATION - 452.9
MAYSVILLE READYMIX - 408.7
MELDAHL LOCK & DAM - 436.2
E.K.P.C. SPURLOCK STEAM PLANT - 414.0
RIVER COAL - 405.5
TTI - 405.9
DRAVO - 403.1
(D.P. & L.) STUART STATION - 404.5
(D.P. & L.) KILLEN STATION - 389.8
KOT (ISLAND CREEK) - 351.0 (C. & O.)
ISLAND CREEK - 344.5 (N. & W.)
STD. SLAG - 347.3
SUPERIOR RIVER - 331.0
COLLINS - 330.1
RAIL RIVER - 325.1
ARMM - 324.5
CRAVAT - 334
GREENUP LOCK & DAM - 341.1
ALL AMERICAN - 323.3
ELAM - 323.6
MANSBAUCH HIGHLAND - 322.5
LEON OR 53RD STREET - 319.1
ASHLAND COAL FLEET - 318.1
SOLVAY - 319.5
PLACER - 4.5
P & C DOCK - 4.7
DOCKS CREEK - 6.4
ASHLAND COAL (LOCKWOOD DOCK) TRI STATE - 6.9
RIVERWAY - 7.5
MARIGOLD - 8.5
ASHLAND MATERIELS - 8.6
317.0
RIVERSIDE - 305.8
ORCO - 306.6 (C. & O.)
AMH'ST HUN'TN - 309.1 (C. & O.)
O NORTON - 314.7 (C. & O.-N. & W.)
TRANSFER TERM - 316.2 (N. & W.)
KENOVA - 316.9 (N. & W.)
QUARTO 120.2
MARIETTA INDUSTRIAL ENTERPRISE - 176.0
UNION CARBIDE - 176.0
MARIETTA INDUSTRIAL ENTERPRISE (DOCKSIDE) - 179.0
PRICE TERMINAL - 189.1
ORAVO AGG ST. MARYS - 150.5
PLEASANT STA. (MON. POWER) 160.0
AMERICAN CYAMANID - 161.0
WILLOW ISLAND LOCK & DAM - 161.8
JOE LAMBERT - 164.1
ORAVO AGG PARKERSBURG -184.0
RAVEN MINERSVILLE - 247.8
RAVEN HOCKING - 252.5
RAVEN HALLWOOD - 254.3
BIG VALLEY - 255.0
JAYMAR - 256.2
SPORN (A.E.P.) - 257.2
GAVIN (A.E.P.) - 258.5
OHIO VALLEY ELECTRIC - 260.2
RAYLE RIVER - 264.1
STUART & ZINN - 264.8
265.7
ORCHARD COAL - 273.5
BELLEVILLE LOCK & DAM - 203.9
MOUNTAINEER PLANT (AEP) - 243.5
PHILLIP SPORN (AEP) - 241.5
ORAVOE AGG RAVENSWOOD - 220.5
FOOTE MINERAL - 241.1
ORAVO AGG (APPLE GROVE) - 232.0
RACINE LOCK & DAM - 237.5
KANAWHA FLEET - 1.0
PUTNAM (UNION CARBIDE) - 16.3
LIPOLIS LOCK & DAM - 279.3
CROWN CITY - 289.8
CROUNSE CORP. FLEET - 29.5
WINFIELD LOCK & DAM - 31.1
AMOS (APPALACHIAN POWER) - 39.8
AVTEX FIBERS - 42.7
F.M.C. - 54.8
AMHERST TEAYS DOCK - 41.7
PEERLESS BLOCK - 44.8
PORT AMHERST - 63.9
MARMET LOCK & DAM - 67.7
LONDON LOCK & DAM - 82.8
MARMET LOCK & DAM - 67.7
MARMET - 68.1
DAVIDSON - 68.5
DUPONT - 68.7
RIVER POINT - 69.1
WINIFREDE - 71.8
CEDAR COAL - 73.2
CABIN CREEK (A.E.P.) - 74.4
SHREWSBURY (VALLEY CMP.) - 74.6
FREDERICK (COALBURG) - 75.1
CROWN HILL - 79.1
CEDAR GROVE (VALLEY CAMP) - 77.5
KANAWHA (A.E.P.) - 78.3
HUGHES CR. DOCK - 81.6
LONDON LOCK & DAM - 82.8
CANNELTON COAL - 84.3
CEDAR COAL - 87.1
HAWKS NEST - 87.3
HAREWOOD - 88.1
ALLOY - 89.8
EMSWORTH LOCK & DAM - 6.2
SHENANGO - 5.0
JACK'S RUN - 3.8
J. & L. STEEL - 4.1
(B. & O. R.R.) GLENWOOD (B
DUQUESNE (UNI
GLA
U.S. STEEL (CLA
CONSOL W. ELIZ
SCHAE
LOCK 3 C
ELRAMA
PANGBURN (CONSOL
MITCHELL (W.P.P.
MATHIES (CONS
U.S. S
WHEEL. PITTSE
GA
HANEY
KARE
(J. & L.) LABELLI
CLYDE (REPUBLIC)
LUZERNE
GATEWAY - 6
ISABELLA (NATIONAL
NEMA COLIN (YOUNGST'N S
HATFIELD (W.P.P.
ROBENA
CUMBERLAND
WHYEL
WARWICK (D.L
CHESS
SHANNOPIN
FORT MARTIN (W.P.P.)
ROSEDALE
MAIDSVILLE
HUMPHREY (CONSOL.)
ARKWRIGHT (CONSOL.)
VANCE
DIPPLE & DIPPLE - 100.5
CHRISTOPHER - 110.7
N
W
E
S


Camden
El Dorado
Greenville
Greenwood
Yazoo City
Lake Providence
Shreveport
Monroe
Vicksburg
Jackson
Meridian
Columbus
Port Birmingham
Birmingham
Sayre
Anniston
Tuscaloosa
Demopolis
Selma
Montgomery
Millerigeville
Macon
Columbus
Albany
Waycross
Darien
Savann
Dothan
Bainbridge
Valdosta
Thomasville
Trader's Hill
Tallahassee
Lake City
St. Marks
Panama City
Carrabelle
Apalachicola
Gainesville
Ocala
Tampa
Lakeland
St. Petersburg
Tampa Bay
St. Joseph
Vidalia
Natchez
Alexandria
Filston
Angola
Hattiesburg
Bogalusa
Mobile
Pascagoula
Gulfport
Biloxi
Pensacola
Lake Charles
Arnaudville
Port Allen
Baton Rouge
Burnside
Gainesville
New Iberia
Thibodaux
Houma
Morgan City
Cameron
Michoud
New Orleans
Myrtle Grove
Port Sulphur
Pilottown
Bayou Sorrel Lock
Keystone Lock
Leland Bowman Lock
Calcasieu Lock
Old River Lock
Overton L & D
Jonesville L & D
Columbia L & D
Claiborne L & D
Jackson L & D
Millers Ferry L & D
Jones Bluff L & D
Walter F. George L & D
George W. Andrews L & D
Jim Woodruff L & D
Demopolis L & D
Gainesville L & D
Warrior L & D
William Bacon Oliver L & D
Holt L & D
Aliceville L & D
Columbus L & D
John Hollis Bankhead L & D
Mississippi River
Red River
Ouachita River
Black River
Tensas River
Yazoo River
Big Black River
Pearl River
Tombigbee River
Alabama River
Mobile River
Mobile Bay
Escambia River
Conecuh River
Chattahoochee River
Flint River
Ocmulgee River
Altamaha River
Savannah River
Apalachicola River
St. Marys River
St. Johns River
Suwannee River
Okefenokee Swamp
Sabine River
Calcasieu River
Sabine Lake
Intracoastal Waterway
Harvey Lock
Algiers Lock
Bayou Boeuf Lock
Berwick Lock
Navigation Canal Locks
Industrial Canal Locks
Inner Harbor Navigation Canal
Mississippi River Gulf Outlet
Southwest Pass
NASA
Gulf of Mexico
LOUISIANA
MISSISSIPPI
ALABAMA
GEORGIA
FLORIDA
Baton Rouge
Cairo
Iowa
725

A formal report is expected to be issued for internal Commission use on April 30, 2003. A copy of the final report will be mailed to the company liaison listed in the Commission Mailing Directory.

Sincerely,

Denise N. Vandiver

Denise N. Vandiver, Chief
Bureau of Auditing

DNV/jcp

cc: Division of Auditing and Safety (Tampa District Supervisor, File Folder)
Division of the Commission Clerk and Administrative Services (2)
General Counsel
Office of Public Counsel

James McGee
Progress Energy Florida, Inc.
P. O. Box 14042
St. Petersburg, FL 33733-4042

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF AUDITING AND SAFETY
BUREAU OF AUDITING

TAMPA DISTRICT OFFICE

PROGRESS ENERGY FLORIDA
(FORMERLY FLORIDA POWER CORPORATION)

WATERBORNE TRANSPORTATION AUDIT

FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2002

DOCKET NO. 030001-EI

AUDIT CONTROL NO. 03-045-2-1

Joseph W. Rohrbacher, Audit Manager

James A. McPherson, Tampa District Supervisor

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1. AFFILIATE COMPANIES 3

2. COAL PURCHASES 4

3. WATERBORNE TRANSPORTATION COST 5

DIVISION OF AUDITING AND SAFETY
AUDITOR'S REPORT

MAY 5, 2003

TO: FLORIDA PUBLIC SERVICE COMMISSION AND OTHER INTERESTED PARTIES

We have applied the procedures described later in this report to determine the difference between the 2002 benchmark price paid by Progress Energy Florida (PEF) for waterborne coal transportation service and the actual cost of providing the service by Progress Fuels Corporation (PFC) for the historical twelve month period ended December 31, 2002. The attached schedules were prepared by the auditor as part of our work in Docket No. 030001-EI. There is confidential information associated with this audit.

This is an internal accounting report prepared after performing a limited scope audit. Accordingly, this report should not be relied upon for any purpose except to assist the Commission staff in the performance of their duties. Substantial additional work would have to be performed to satisfy generally accepted auditing standards and produce audited financial statements for public use.

SUMMARY OF SIGNIFICANT FINDINGS

Progress Energy Florida purchases coal and other related fuels for the production of electricity from Progress Fuels Corporation, an affiliate company under Progress Energy, Inc. Progress Fuels Corporation, in turn, purchases some of the coal and transportation services from other affiliate companies.

SUMMARY OF SIGNIFICANT PROCEDURES

Our audit was performed by examining, on a test basis, certain transactions and account balances which we believe are sufficient to base our opinion. Our examination did not entail a complete review of all financial transactions of the company. Our more important audit procedures are summarized below. The following definitions apply when used in this report:

Compiled - The exhibit amounts were reconciled with the general ledger, and accounts were scanned for error or inconsistency.

Verify - The item was tested for accuracy, and substantiating documentation was examined.

Work Performed: Determined the relationship of the companies involved in procuring fuel for Progress Energy Florida's Crystal River power plant. Read contracts for fuel purchases and waterborne transportation services and verified invoice prices to contract amounts. Tested randomly selected items for same. Reconciled coal purchases by Progress Energy Florida (PEF) to coal sales of Progress Fuels Corporation (PFC). Verified that the pricing for the waterborne transportation services provided by PFC to PEF was in compliance with the market pricing mechanism authorized by Commission Order No. PSC-93-1331-FOF-EI. Calculated the average waterborne transportation costs for PFC and PEF. Read PFC coal pricing procedures to PEF. Scheduled responses to Request For Proposal for bids on coal purchases by PFC. Verified that General and Administrative expenses included in the price computation of PFC for procuring and transporting fuel to PEF's Crystal River plant were consistent with the agreements. Tested randomly selected G&A expenses to verify same.

DISCLOSURES

Disclosure No. 1

Subject: Affiliate Companies

Progress Energy Florida (PEF) purchases coal and other related fuels for the production of electricity from Progress Fuels Corporation (PFC), an affiliate company under Progress Energy, Inc.

Progress Fuels Corporation purchases the coal and other related fuels from various suppliers. In 2002 the bulk of these purchases were from Black Hawk Synfuel LLC, Marmet Synfuel LLC, and New River Synfuel LLC. All of these companies are affiliates under Progress Energy, Inc.

The fuel is trucked from the mines to an upriver terminal by Kanawha River Terminals, Inc. (KRT), for transloading to river barges which will transport the fuel down river to the New Orleans, Louisiana area. From here the coal will be shipped across the Gulf of Mexico to PEF's Crystal River complex by Dixie Fuels Limited.

KRT and Dixie Fuels are also affiliates of PEF under Progress Energy, Inc.

Disclosure No. 2

Subject: Coal Purchases

Statement of Fact:

Progress Fuels Corporation (PFC) purchases its coal from various suppliers and through its affiliates acting as agents. The per ton coal prices reviewed ranged from [redacted] per ton from Pen Coal Corporation, a non-affiliated entity, under a contract originating in 1998 to [redacted] per ton from Black Hawk Synfuel, an affiliated company, under a 2001 contract. The coal specifications in both contracts were similar.

In May 2001 PFC issued a Request For Proposal for bids on 2002 coal purchases. Progress Fuels Corporation has contracts with its suppliers, setting the prices and terms of delivery. The prices under the contracts reviewed varied but all were FOB dock..

The waterborne coal purchased by PEF is blended with different per ton costs at the terminals upriver or in New Orleans, Louisiana prior to loading and shipment on barges to Crystal River. PFC accrues the coal inventory and computes an average cost per ton, including transportation costs, when billing PEF..

Auditor Opinion:

The cost to PFC is at the contracted price. In reviewing the invoices for PFC from its suppliers, the auditor noted that prior to delivery to PEF a portion of the invoice cost is charged to "non-regulated" operations with the remainder charged to PEF. The utility spokesperson stated this non regulated portion was for the trucking of the coal from the mine to the KRT dock. This adjustment recognizes that the proxy price for transportation, in accordance with Order No. PSC-93-1331-FOF-EI, includes the cost from the mine to the generating plant .

Disclosure No. 3

Subject: Waterborne Transportation Cost

Statement of Fact:

Commission Order No. PSC-93-1331-FOF-EI authorized a market pricing mechanism for water borne transportation services provided by Electric Fuels Corporation (now called Progress Fuels Corporation) to Florida Power Corporation (now Progress Energy Florida). The base price of [redacted] per ton was effective January 1, 1993 adjusted January 1 of each year, thereafter, using a composite index approved by the Commission. Based on the escalation, the rate charged by PFC to PEF for 2002 was [redacted] per ton. PFC estimates that [redacted] of this amount relates to transportation from the mine to the Gulf terminal and [redacted] is for transportation across the Gulf to Crystal River.

The market price for PFC's deliveries cover the transportation components from the coal mine to the Crystal River plant site. This includes short-haul rail/truck transportation from the mine to the up-river dock, up-river barge transloading, river barge transportation, Gulf barge transloading, Gulf barge transportation and transportation to the Crystal River plant, as well as other charges, such as port fees and assist tug.

Auditor Opinion:

We determined the average cost of waterborne transportation for Progress Fuels Corporation for 2002 was [redacted] based on company records.

The companies providing transportation from the mines to the up-river dock and transloading to river barges and Gulf barge transportation to Crystal River is provided by Kanawha River Terminals, Inc. and Dixie Fuels Limited, both affiliated companies. Since the contracts were not put out for bid, we are unable to determine if the costs reflect a true market price.

Market proxy charged to PEF	[redacted]
Average direct cost for PFC	[redacted]
Gross Profit	[redacted]

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FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF AUDITING AND SAFETY
BUREAU OF AUDITING

TAMPA DISTRICT OFFICE

PROGRESS ENERGY FLORIDA
(FORMERLY FLORIDA POWER CORPORATION)

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FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2002

DOCKET NO. 030001-EI

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MAY 5, 2003

TO: FLORIDA PUBLIC SERVICE COMMISSION AND OTHER INTERESTED PARTIES

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Our audit was performed by examining, on a test basis, certain transactions and account balances which we believe are sufficient to base our opinion. Our examination did not entail a complete review of all financial transactions of the company. Our more important audit procedures are summarized below. The following definitions apply when used in this report:

Compiled - The exhibit amounts were reconciled with the general ledger, and accounts were scanned for error or inconsistency.

Verify - The item was tested for accuracy, and substantiating documentation was examined.

Work Performed: Determined the relationship of the companies involved in procuring fuel for Progress Energy Florida's Crystal River power plant. Read contracts for fuel purchases and waterborne transportation services and verified invoice prices to contract amounts. Tested randomly selected items for same. Reconciled coal purchases by Progress Energy Florida (PEF) to coal sales of Progress Fuels Corporation (PFC). Verified that the pricing for the waterborne transportation services provided by PFC to PEF was in compliance with the market pricing mechanism authorized by Commission Order No. PSC-93-1331-FOF-EI. Calculated the average waterborne transportation costs for PFC and PEF. Read PFC coal pricing procedures to PEF. Scheduled responses to Request For Proposal for bids on coal purchases by PFC. Verified that General and Administrative expenses included in the price computation of PFC for procuring and transporting fuel to PEF's Crystal River plant were consistent with the agreements. Tested randomly selected G&A expenses to verify same.

DISCLOSURES

Disclosure No. 1

Subject: Affiliate Companies

Progress Energy Florida (PEF) purchases coal and other related fuels for the production of electricity from Progress Fuels Corporation (PFC), an affiliate company under Progress Energy, Inc.

Progress Fuels Corporation purchases the coal and other related fuels from various suppliers. In 2002 the bulk of these purchases were from Black Hawk Synfuel LLC, Marmet Synfuel LLC, and New River Synfuel LLC. All of these companies are affiliates under Progress Energy, Inc.

The fuel is trucked from the mines to an upriver terminal by Kanawha River Terminals, Inc. (KRT), for transloading to river barges which will transport the fuel down river to the New Orleans, Louisiana area. From here the coal will be shipped across the Gulf of Mexico to PEF's Crystal River complex by Dixie Fuels Limited.

KRT and Dixie Fuels are also affiliates of PEF under Progress Energy, Inc.

Disclosure No. 2

Subject: Coal Purchases

Statement of Fact:

Progress Fuels Corporation (PFC) purchases its coal from various suppliers and through its affiliates acting as agents. The per ton coal prices reviewed ranged from [redacted] per ton from Pen Coal Corporation, a non-affiliated entity, under a contract originating in 1998 to [redacted] per ton from Black Hawk Synfuel, an affiliated company, under a 2001 contract. The coal specifications in both contracts were similar.

In May 2001 PFC issued a Request For Proposal for bids on 2002 coal purchases. Progress Fuels Corporation has contracts with its suppliers, setting the prices and terms of delivery. The prices under the contracts reviewed varied but all were FOB dock..

The waterborne coal purchased by PEF is blended with different per ton costs at the terminals upriver or in New Orleans, Louisiana prior to loading and shipment on barges to Crystal River. PFC accrues the coal inventory and computes an average cost per ton, including transportation costs, when billing PEF..

Auditor Opinion:

The cost to PFC is at the contracted price. In reviewing the invoices for PFC from its suppliers, the auditor noted that prior to delivery to PEF a portion of the invoice cost is charged to "non-regulated" operations with the remainder charged to PEF. The utility spokesperson stated this non regulated portion was for the trucking of the coal from the mine to the KRT dock. This adjustment recognizes that the proxy price for transportation, in accordance with Order No. PSC-93-1331-FOF-EI, includes the cost from the mine to the generating plant .

Disclosure No. 3

Subject: Waterborne Transportation Cost

Statement of Fact:

Commission Order No. PSC-93-1331-FOF-EI authorized a market pricing mechanism for water borne transportation services provided by Electric Fuels Corporation (now called Progress Fuels Corporation) to Florida Power Corporation (now Progress Energy Florida). The base price of $23.00 per ton was effective January 1, 1993 adjusted January 1 of each year, thereafter, using a composite index approved by the Commission. Based on the escalation, the rate charged by PFC to PEF for 2002 was [redacted] per ton. PFC estimates that [redacted] of this amount relates to transportation from the mine to the Gulf terminal and [redacted] is for transportation across the Gulf to Crystal River.

The market price for PFC's deliveries cover the transportation components from the coal mine to the Crystal River plant site. This includes short-haul rail/truck transportation from the mine to the up-river dock, up-river barge transloading, river barge transportation, Gulf barge transloading, Gulf barge transportation and transportation to the Crystal River plant, as well as other charges, such as port fees and assist tug.

Auditor Opinion:

We determined the average cost of waterborne transportation for Progress Fuels Corporation for 2002 was [redacted] based on company records.

The companies providing transportation from the mines to the up-river dock and transloading to river barges and Gulf barge transportation to Crystal River is provided by Kanawha River Terminals, Inc. and Dixie Fuels Limited, both affiliated companies. Since the contracts were not put out for bid, we are unable to determine if the costs reflect a true market price.

Market proxy charged to PEF	[redacted]
Average direct cost for PFC	
Gross Profit	

#12

FPC Waterborne Coal Transportation Costs ($/ton- median*)

January 14, 2003

Year	A River Barge Ky/WV(R 8) to TF	B Ocean Barge Transfer Facility to CR	C Total Ky/WV(R 8) to CR (A+B)
2000 **	$17.23	$8.24	$25.47
1999	$16.35	$7.81	$24.16
1998	$17.24	$8.24	$25.48
1997	$17.32	$8.27	$25.59
1996	$16.31	$7.79	$24.10
1995	$15.93	$7.61	$23.54

Ky = Kentucky; WV = West Virginia; CR = Crystal River; TF = Transfer Facility(Louisiana); R = Region
* Represents the median value of all point to point shipments listed for the given calendar year.
** Median value determined from January through May data only- data for remaining months in 2000 not yet declassified.
Source: FPSC 423 Report Forms

TEC Waterborne Coal Transportation Costs ($/ton- median*)

	A River Barge Kentucky (R 9) to TF	B River Barge WV(R 3) to TF	C River Barge Illinois(R 10) Cook T to TF	D Ocean Barge Transfer F (TF) to BB	E Total Kentucky(R 9) to BB (A+D)	F Total WV(R 3) to BB (B+D)	G Total Illinois(R 10) to BB (C+D)
2000 **	$7.76	N.S.	$7.72	$10.55	$18.31	N.S.	$18.27
1999	$6.15	$8.00	$6.15	$9.86	$16.01	$17.86	$16.01
1998	$8.09	$9.90	$7.44	$8.35	$16.44	$18.25	$15.79
1997	$7.87	$9.90	$7.85	$8.32	$16.19	$18.22	$16.17
1996	$8.41	N.S.	$8.34	$8.40	$16.81	N.S.	$16.74
1995	$8.41	N.S.	$8.54	$8.94	$17.35	N.S.	$17.48

WV = West Virginia; TF = Transfer Facility(Louisiana); N.S. = No Shipment; BB = Big Bend Plant; R = Region; T = Terminal
* Represents the median value of all point to point shipments listed for the given calendar year.
** Median value determined from January through September data only- data for remaining months in 2000 not yet declassified.
Source: FPSC 423 Report Forms

GULF Waterborne Coal Transportation Costs ($/ton- median*)

	Total River Barge WV(R 8) to Crist Total	Total River Barge Ky(R 9) to Smith Total	Total River Barge Illinois(R 10) to Crist Total	Total River Barge Illinois(R 10) to Smith Total
2000 **	N.S.	N.S.	$8.19	$9.13
1999	N.S.	$8.49	$6.90	$8.25
1998	$10.48	$8.47	$7.31	$8.90
1997	$12.81	$9.08	$8.06	$9.08
1996	N.S.	$8.93	N.S.	$8.50
1995	N.S.	N.S.	N.S.	$8.18

Wv = West Virginia; Ky = Kentucky; R= Region; N.S. = No Shipment
* Represents the median value of all point to point shipments listed for the given calendar year.
** Median value determined from January through September data only- data for remaining months in 2000 not yet declassified.
Source: FPSC 423 Report Forms

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CONFIDENTIAL

PROGRESS FUELS CORP
FPC Fuel Price Forecasts

02/09/04
5:02 PM
DJC

PURCHASED TONS
000's
Forecast

	Forecast												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2004
CR 1 & 2 Rail:													
Massey			-	-	-	-	-	-	-	-	-	-	-
AEP / Quaker	47.6	38.0	39.6	39.6	39.6	39.6	39.6	39.6	49.5	39.6	49.5	43.2	505.0
Consol	114.2	85.5	89.1	89.1	89.1	89.1	89.1	89.1	89.1	89.1	89.1	101.4	1,103.0
Massey	47.5	57.0	59.4	59.4	59.4	59.4	59.4	59.4	59.4	59.4	59.4	57.9	697.0
SPOT	-	-	-	-	-	-	-	-	-	10.0	10.0	11.0	31.0
Total Rail	209.3	180.5	188.1	188.1	188.1	188.1	188.1	188.1	198.0	198.1	208.0	213.5	2,336.0
CR 1 & 2 Water:													
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
SPOT	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Water	-	-	-	-	-	-	-	-	-	-	-	-	-
Total CR 1 & 2	209.3	180.5	188.1	188.1	188.1	188.1	188.1	188.1	198.0	198.1	208.0	213.5	2,336.0
CR 4 & 5 Rail:													
AMVEST	-	-	-	-	-	-	-	-	-	-	-	-	
Alliance	38.0	47.5	39.6	39.6	39.6	39.6	39.6	39.6	49.5	39.6	49.5	43.3	505.0
Quaker	38.0	47.5	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6	49.5	44.2	496.0
Asset Management Group	38.0	19.0	45.0	30.0	30.0	30.0	15.0	15.0	15.0	15.0	15.0	3.0	270.0
Massey - Bandmill	28.6	28.5	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	28.9	266.0
Dominion	9.5	9.5	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.9	11.9	120.0
SPOT	38.0	47.5	50.0	20.0	9.9	9.9	9.9	9.9	9.9	9.9	9.9	9.2	234.0
Total Rail	190.1	199.5	204.1	159.1	149.0	149.0	134.0	134.0	143.9	134.0	153.8	140.5	1,891.0
CR 4 & 5 Water:													
Drummond	-	31.0	32.0	32.0	32.0	32.0	16.0	32.0	16.0	32.0	16.0	29.0	300.0
Progress Fuels	26.3	28.5	48.0	48.0	64.0	48.0	64.0	48.0	64.0	48.0	64.0	49.2	600.0
Foreign - Venez/*Columbia*	45.0	45.0	48.0	48.0	48.0	48.0	48.0	48.0	48.0	64.0	48.0	62.0	600.0
Foreign - Emerald/*Poland*	5.2	-	16.0	16.0	16.0	16.0	16.0	16.0	32.0	16.0	32.0	18.8	200.0
SPOT	107.1	81.5	57.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	623.6
Total Water	183.6	186.0	201.0	186.0	202.0	186.0	186.0	186.0	202.0	202.0	202.0	201.0	2,323.6
Total CR 4 & 5	373.7	385.5	405.1	345.1	351.0	335.0	320.0	320.0	345.9	336.0	355.8	341.5	4,214.6
SUMMARY:													
TOTAL RAIL	399.4	380.0	392.2	347.2	337.1	337.1	322.1	322.1	341.9	332.1	361.8	354.0	4,227.0
TOTAL WATER	183.6	186.0	201.0	186.0	202.0	186.0	186.0	186.0	202.0	202.0	202.0	201.0	2,323.6
TOTAL TO PEF	583.0	566.0	593.2	533.2	539.1	523.1	508.1	508.1	543.9	534.1	563.8	555.0	6,550.6