

ORIGINAL  
REDACTED

060001-EI

## Exhibit B

**REDACTED**

CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
OPC \_\_\_\_\_  
RCA \_\_\_\_\_  
SCR \_\_\_\_\_  
SGA \_\_\_\_\_  
SEC 1 \_\_\_\_\_  
OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

07607 AUG 22 8

FPSC-COMMISSION CLERK

CONFIDENTIAL

111 Market Place  
Suite 500  
Baltimore, Maryland 21202



**Constellation Energy**  
Commodities Group

TRANSACTION CONFIRMATION

RE: Physical Coal Purchase/Sale

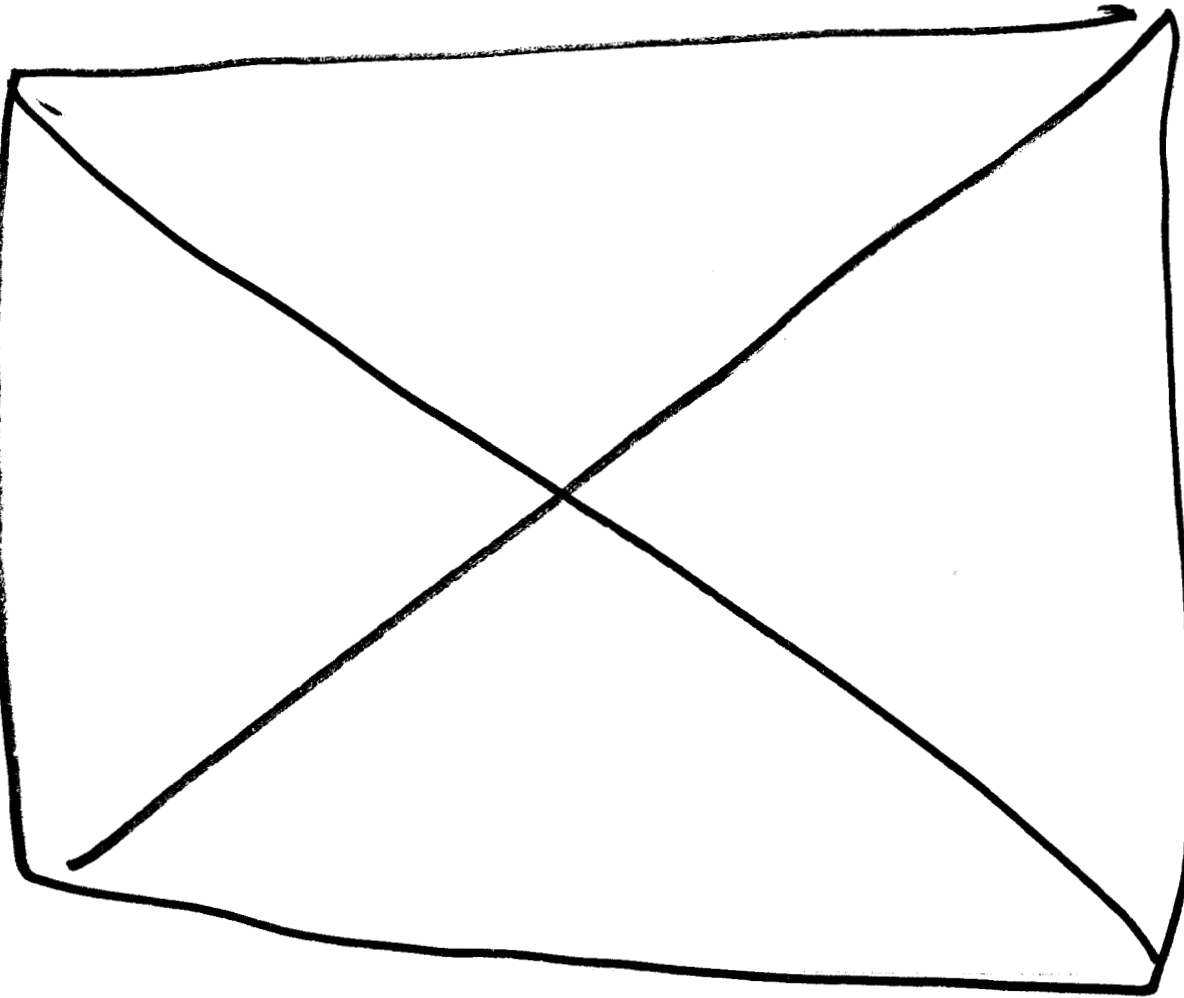
Ref. Number: CLS06EW

BROKER: N/A

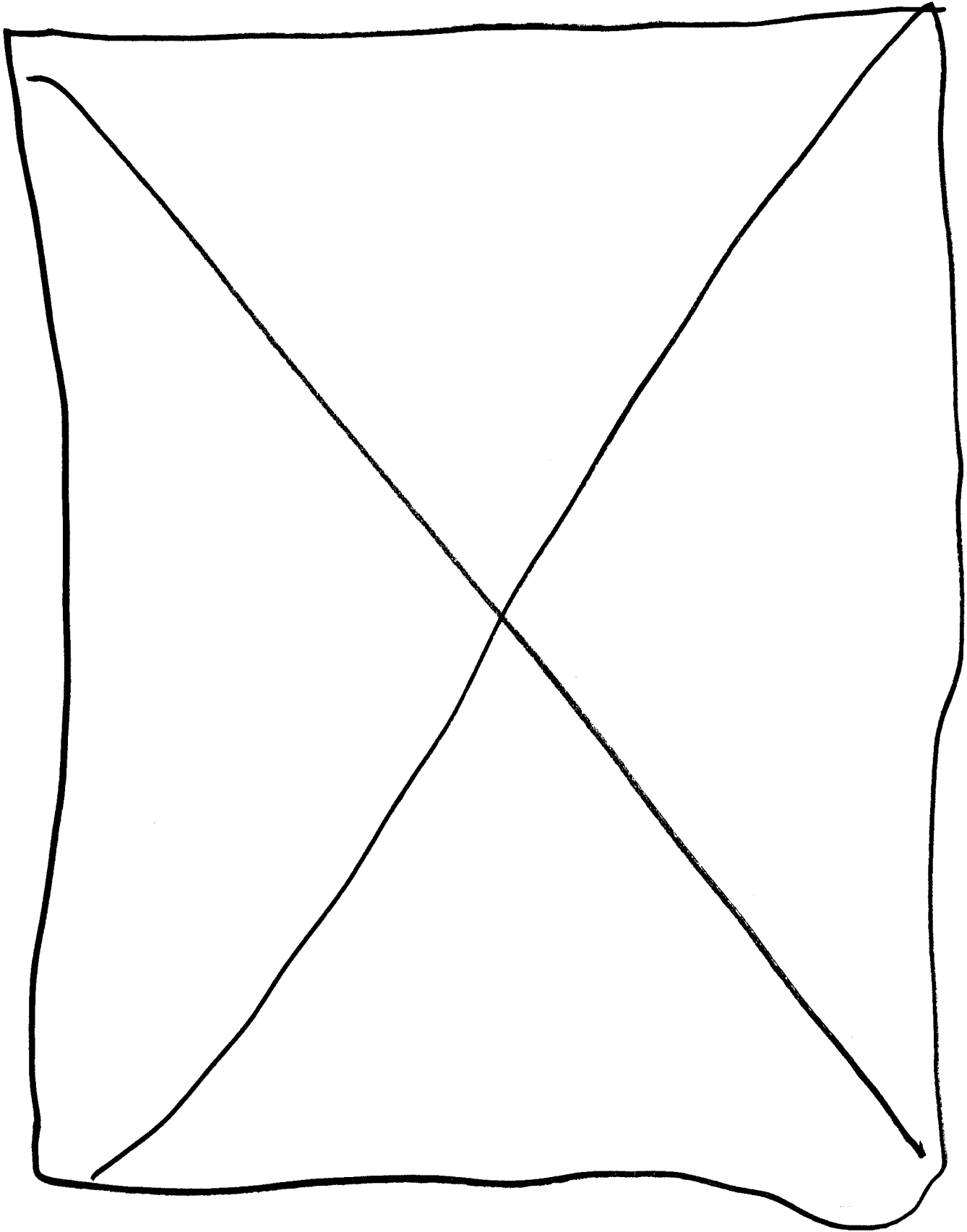
This confirmation (this "Confirmation") confirms the terms and conditions of the transaction entered into between FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC. (the "Buyer") and CONSTELLATION ENERGY COMMODITIES GROUP, INC. (the "Seller"), also referred to singularly as a "Party" and collectively as the "Parties", on the Trade Date specified below (the "Transaction").

1. Terms of Transaction

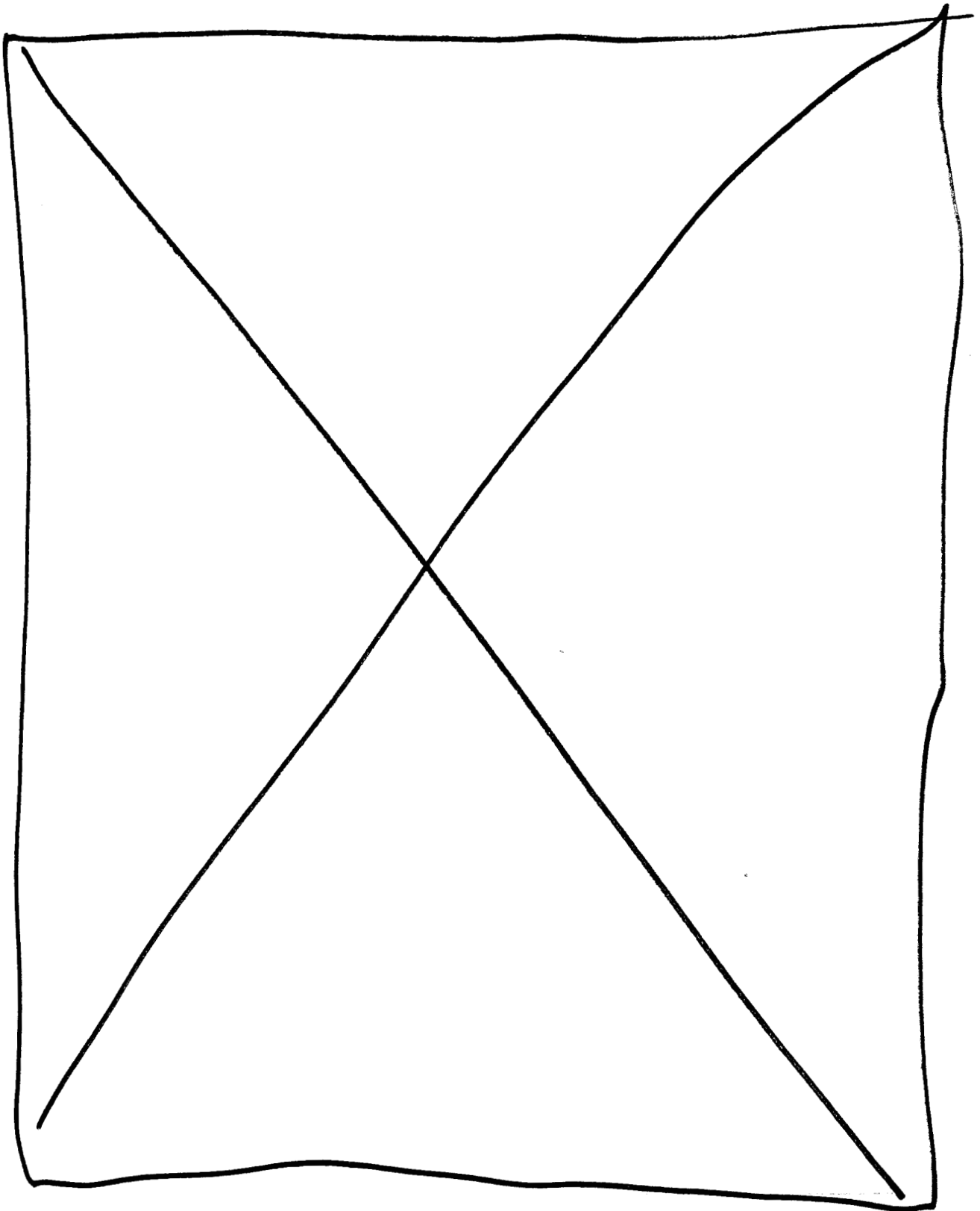
The Terms of the Transaction to which this Confirmation relates are as follows:



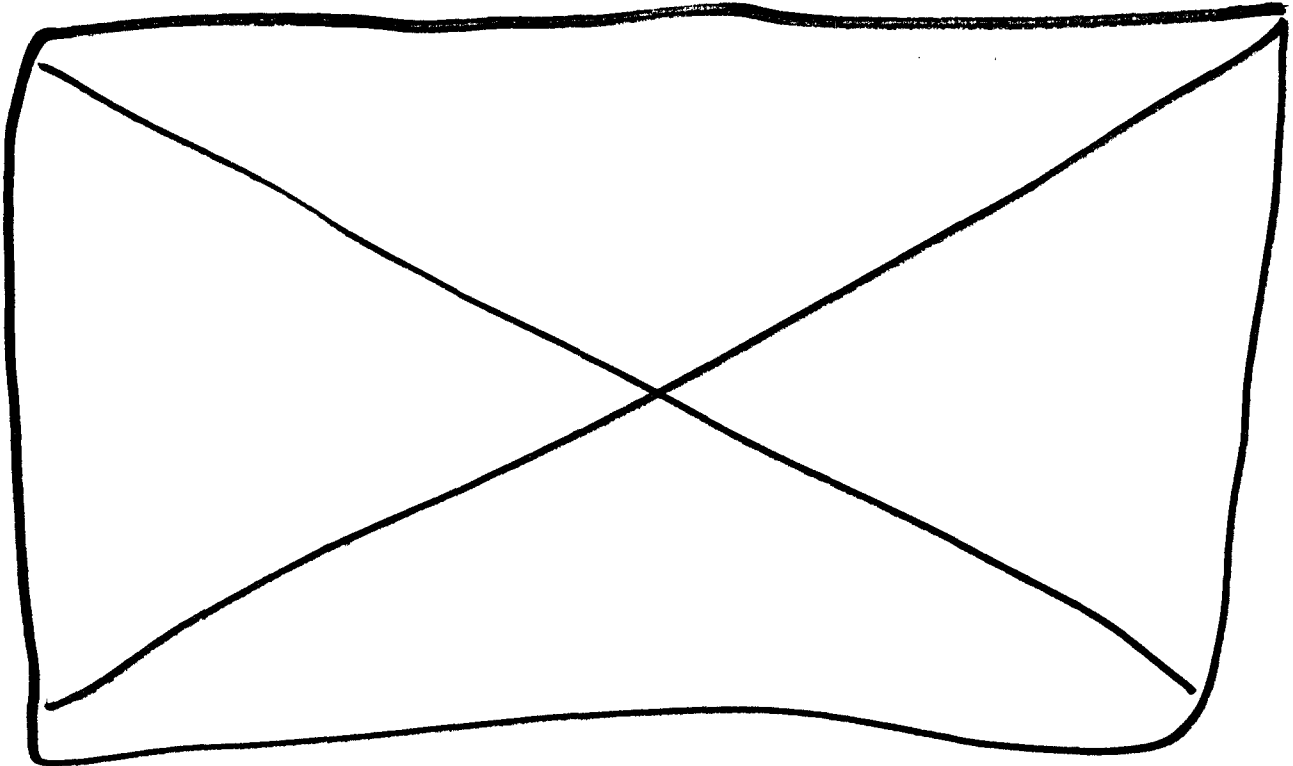
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2. BILLING AND PAYMENT.

(a) With respect to deliveries of Coal made under this Agreement, Buyer shall pay Seller by wire transfer or Automated Clearinghouse ("ACH"), in accordance with the electronic transfer instructions provided by Seller, in immediately available United States funds, according to the following schedule: Seller shall provide Buyer an electronic or faxed invoice twice a month (on the 16th for Shipments loaded the 1st through the 15th of the month and on the first day of the following month for Shipments loaded the 16th through the end of the previous month) showing each coal shipment loaded for Buyer during the month at the base price specified in the Confirmation hereof that had not been included on a previously issued invoice. Each invoice shall be paid by Buyer within 15 days of the date of receipt. Documentation showing the basis for any quality adjustments shall accompany said invoice. The payment of Quality Price Adjustments (as specified in the Confirmation), shall be submitted as a credit or debit on the next month end statement following the calculation date. Any amount not paid when due shall accrue interest (before as well as after judgment) at the rate of two percent over the prime lending rate as published from time to time in the Wall Street Journal (the "Interest Rate"), to the extent permitted by law, such interest shall be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(b) If a Party in good faith reasonably disputes the amount set forth in an invoice, such Party (the "Disputing Party") shall provide to the other Party a written explanation specifying in detail the basis for the dispute and such Disputing Party, if it has not already done so, shall pay the undisputed portion of such amount no later than the due date therefor. If the Parties are thereafter unable to resolve the dispute within thirty (30) days of the Disputing Party's delivery of notice of the dispute, either through the

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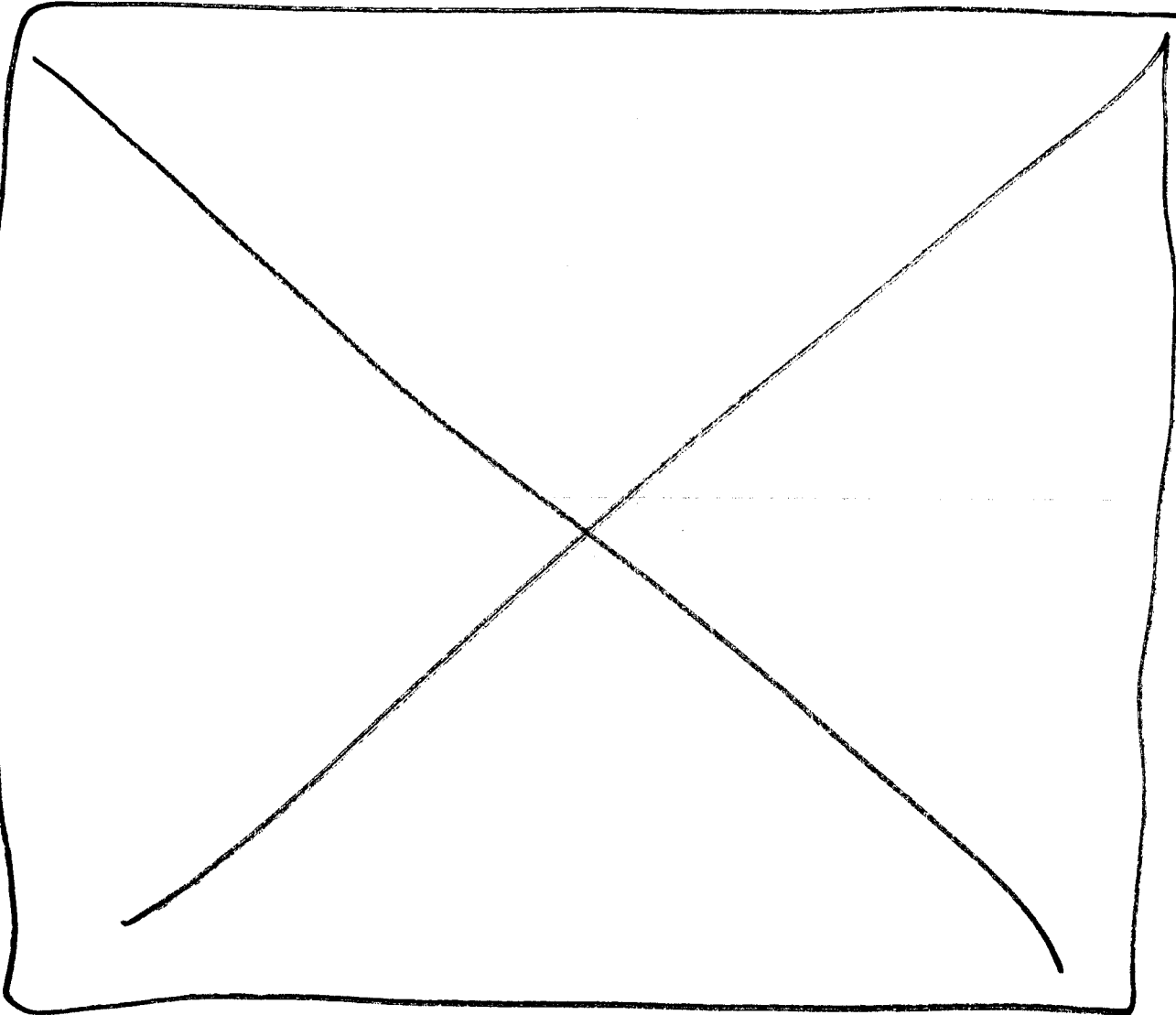


COAL PURCHASE CONFIRMATION

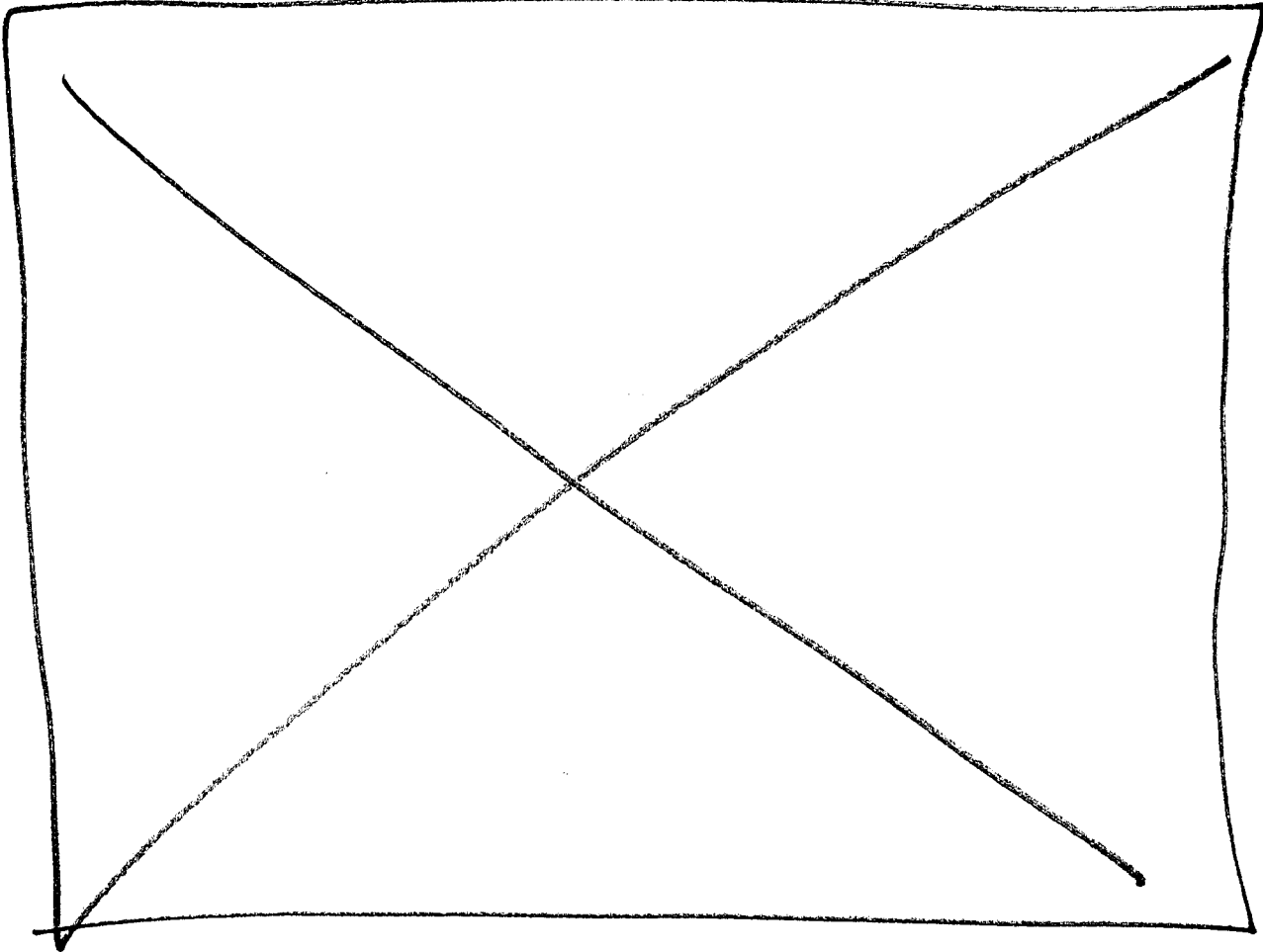
Confirmation #: Alpha\_Spot\_02\_02\_2006

Buyer: Progress Energy Florida, Inc.  
410 S. Wilmington St. PEB8A  
Raleigh, NC 27601  
(P) 919-6002 (F) 919-546-2590

Seller: Alpha Coal Sales Co., LLC  
6201 Fairview Rd., Suite 200  
Charlotte, NC 28210  
(P) 704-643-5013 (F) 704-643-5015



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed (including by means of facsimile signatures), by their respective duly authorized representatives as of the first date mentioned herein.

Sincerely,

Progress Energy Florida, Inc.

By: [Signature]  
Name: Alexander Weintraub  
Title: Director - Corp  
Date: Feb 07 2006

AGREED TO AND ACCEPTED BY:

Alpha Coal Sales Co., LLC

By: [Signature]  
Name: Ellis Dusenbury  
Title: Vice President  
Date: 2/7/06



[Handwritten mark]

**CONFIDENTIAL****EXHIBIT 1 -- TRANSPORTATION SPECIFICATIONS**

These Transportation Specifications shall supplement and be incorporated into the confirmation to which they are attached or with which they are transmitted (the "Confirmation").

**CSX Railroad Transportation Specifications.**

Progress Energy Florida, Inc.  
Contract No. CSXT-8200 Series Tariff  
Transportations Specifications  
For CSX Supplied Plants

**Plants :** Crystal River Units No. 1 and No. 2

**Route:** CSX Direct

**Equipment:** CSX 100-ton bottom dump system cars or 118 ton private aluminum rapid discharge cars.

**Train Size:** Trainload shipment to all CSX supplied PFC plant shall be 95 cars.

**Minimum Per Car Weight:** Minimum weight will be the marked capacity of the car, except if the car is loaded to full visual capacity and the shipper so certifies on the shipping document that the car is so loaded, then the actual weight will apply. If actual weights are not available, than the average weight if the cars of the same capacity from the same supplier and mine in the latest month's shipment shall apply. Seller, at Delivery Point, will remain responsible under applicable tariffs, to pay such charges for loading cars below the minimum weight requirements. In any event, the minimum weight will be no less than 100 tons per carload.

**Maximum per Car Weight:** Each CSX rail car or private car in a shipment shall not exceed the load limit of the car (286,000 pounds absolute maximum) in gross loaded weight. If cars are found to be loaded in excess if the absolute maximum load limit of the car, the provisions and charges published in Tariff CSXT 8200 will apply. Seller, at Delivery Point, will remain responsible under the applicable tariff(s) to pay such charges.

**Loading Requirements:** Seller is governed by CSX's instructions regarding the height and distribution of the load, weight of solid fuel and other instructions which CSX may deem necessary for safe transportation.

**Free Time and Charges at Delivery Point:** Buyer is not responsible for detentions, if any, which are assed at the Delivery Point. CSX shall collect from Seller demurrage charges which accrue at the Delivery Point.

*free*



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**GOALTRADE**

**GOALTRADE, LLC**  
A Peabody Energy Company

701 Market Street  
St. Louis, MO 63101  
Phone 314.342.7600

COAL CONFIRMATION LETTER

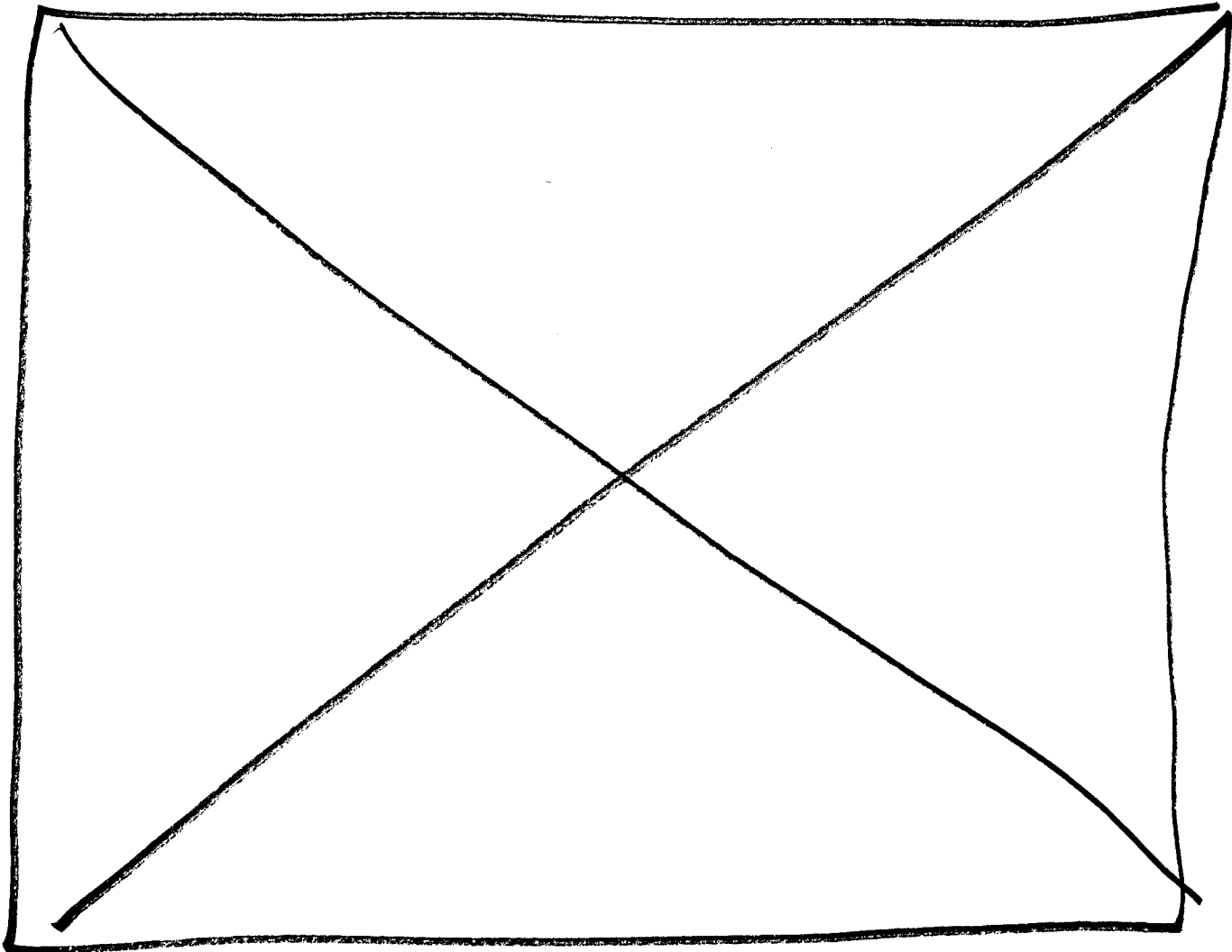
Trade Ref # 980-6581

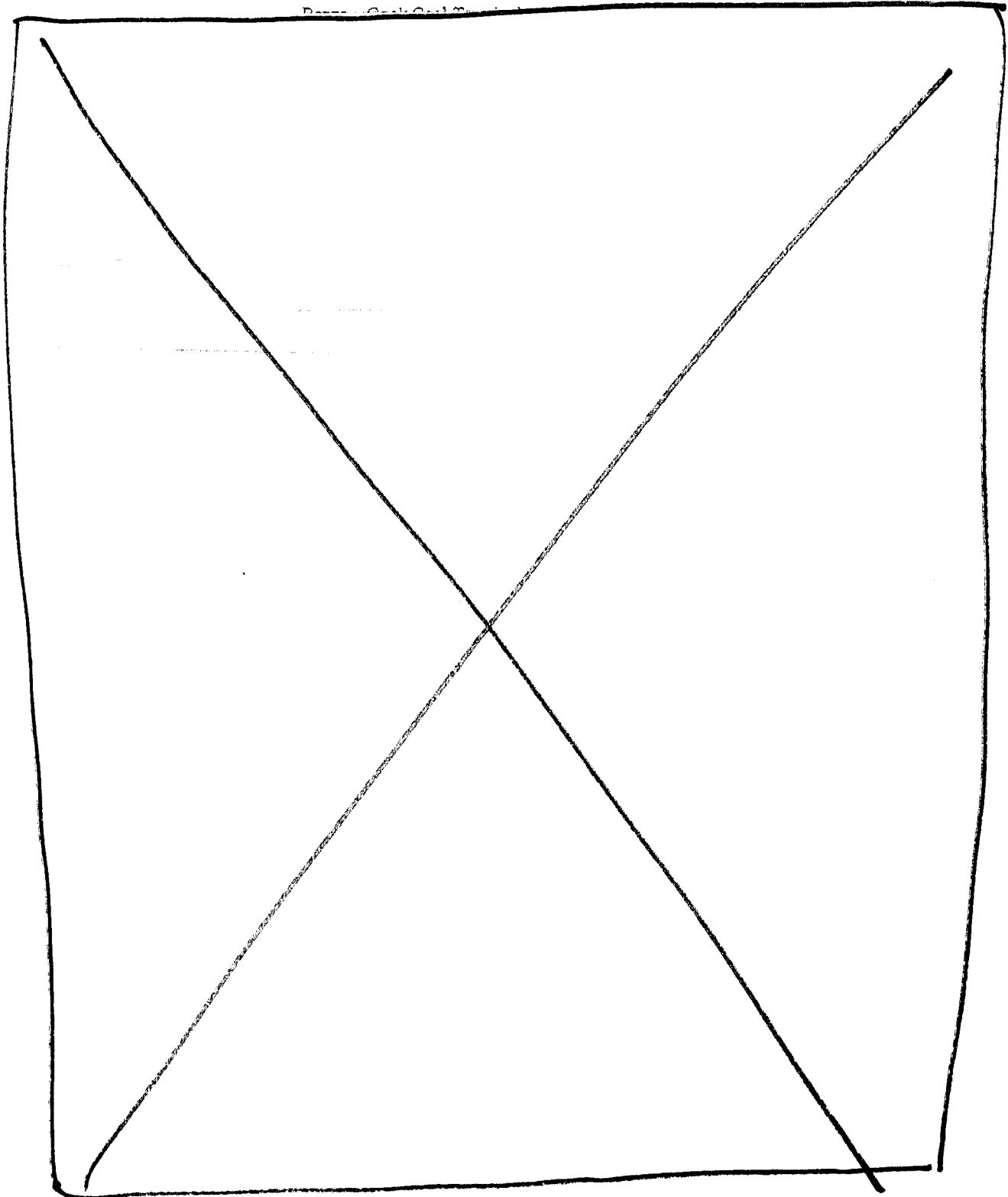
May 02, 2006

Progress Energy Florida, Inc.  
3201 34th St. South P.O. Box 14042  
St. Petersburg, FL 33733

Dear Progress Energy Florida, Inc.:

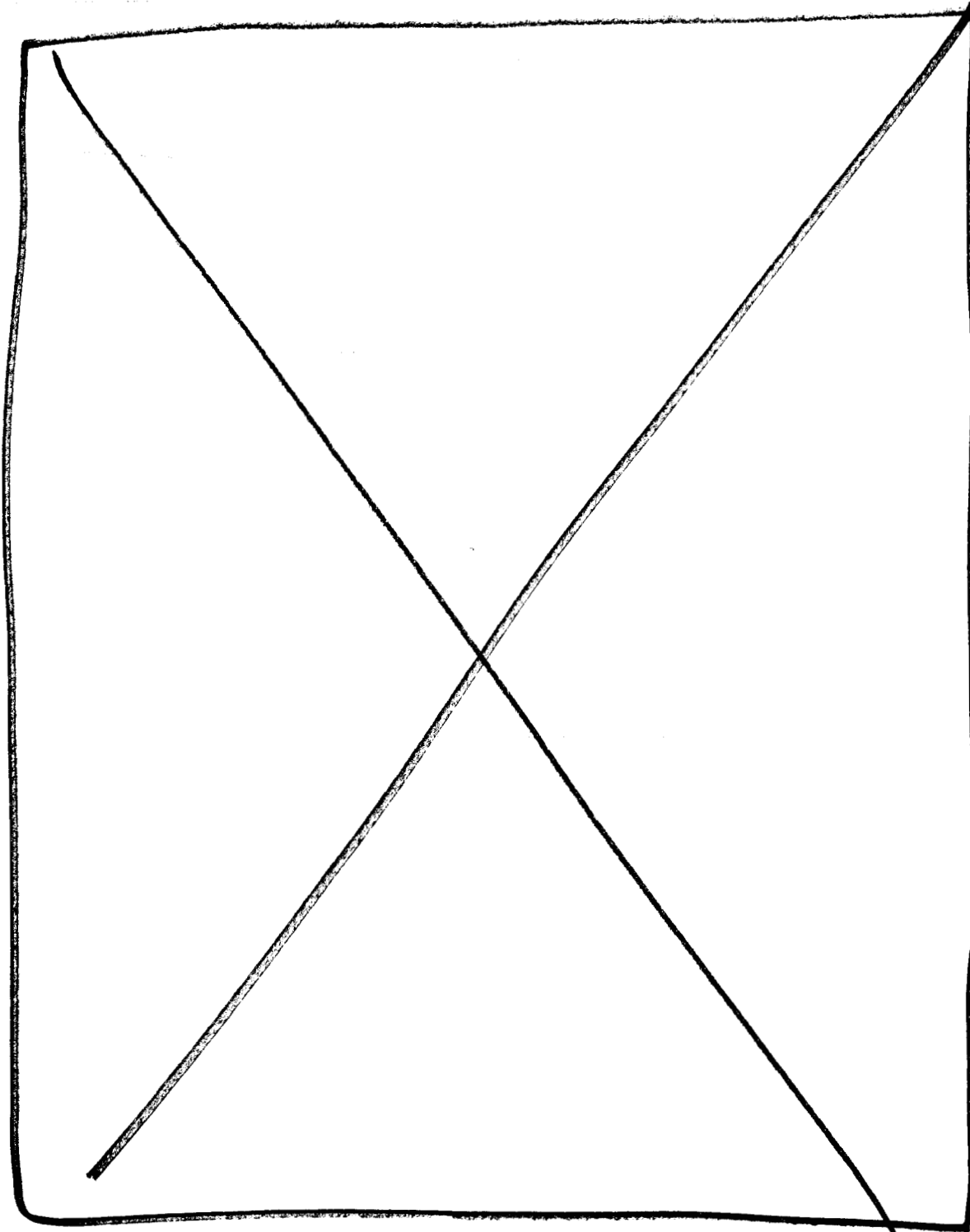
This letter confirms the agreement between COALTRADE, LLC ("CT") and Progress Energy Florida, Inc. ("Progress") with respect to the Transaction dated May 02, 2006 described below and constitutes a "Confirmation."





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Progress Energy Florida, Inc.  
Coal Confirmation 980-6581



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Progress Energy

COAL PURCHASE CONFIRMATION

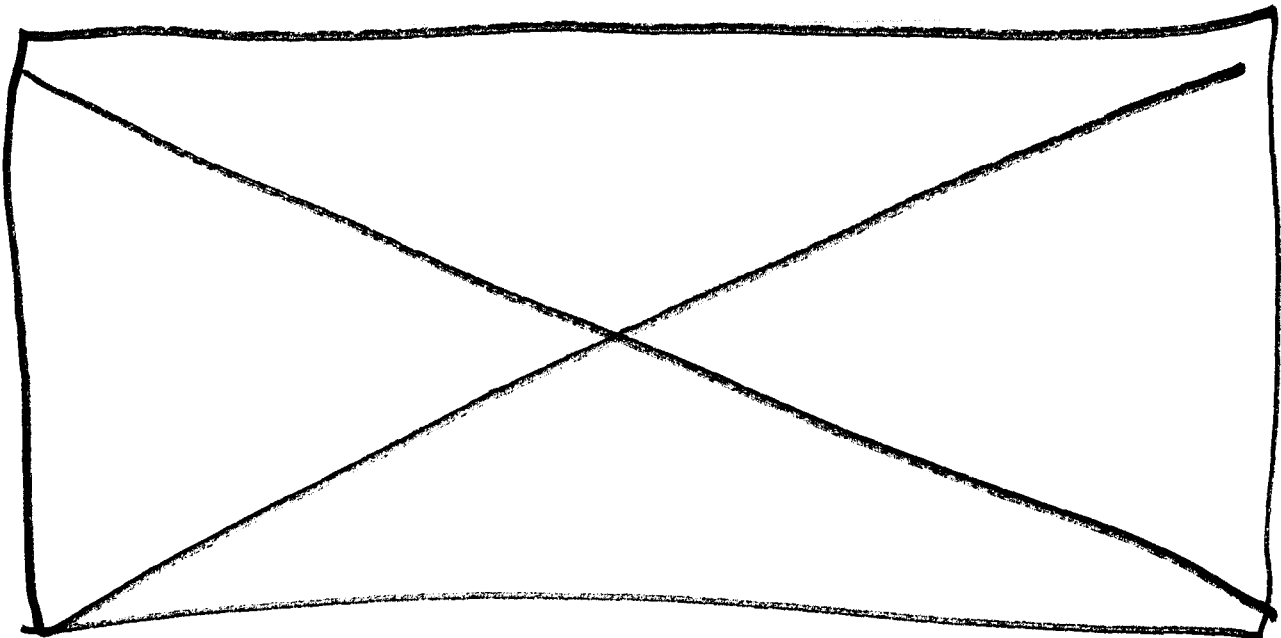
Confirmation #: PEF\_KEYSTONE\_2\_06

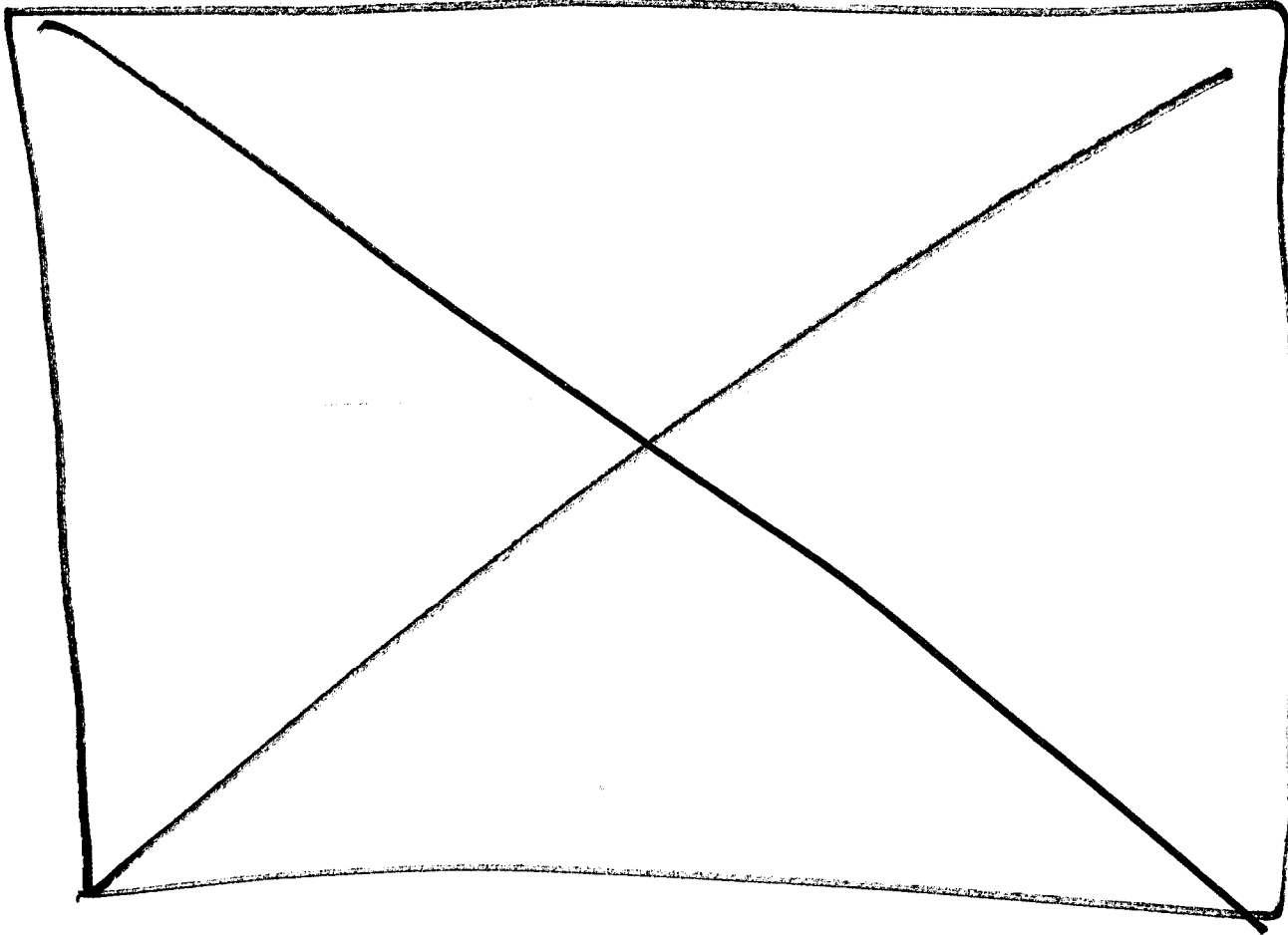
Buyer: Progress Energy Florida, Inc.  
410 S. Wilmington St. PEB10A  
  
Raleigh, NC 27601  
(P) 919-546-3622 (F) 919-546-2590

Seller: Keystone Industries, LLC  
1375 Jackson Street  
Suite 410  
Ft. Meyers, FL 33901  
(P) 239-337-7474 (F) 239-332514

The purpose of this letter is to confirm the agreement entered into this 17<sup>th</sup> day of February, 2006, between Keystone Industries, LLC ("Seller") and Progress Energy Florida, Inc. ("Buyer"), individually a "Party" and collectively the "Parties", regarding the sale and purchase of Coal (the "Transaction") under the terms specified herein.

This Coal Purchase Confirmation (the "Confirmation"), and the General Terms and Conditions ("GTC") that each are attached hereto or transmitted herewith and which shall supplement and are incorporated into this Confirmation, shall be referred to herein as the "Agreement". Any capitalized term used in this Agreement and not defined in the Section in which it appears shall have the meaning set forth in Section 1 of the GTC. Commencement of deliveries of Coal (as defined herein) by Seller under the Transaction described herein shall constitute acceptance of the terms set forth in this Agreement, without regard to whether or not Seller has actually signed this Confirmation. In the event of any conflict between this Confirmation and the GTC, the terms of this Confirmation shall prevail. Notwithstanding any other agreement between the Parties to the contrary, any terms and conditions proposed by Seller that purport to modify, supplement or amend this Agreement shall not be binding upon Buyer unless Buyer has expressly agreed to such terms and conditions in writing.





This Confirmation shall supersede any broker confirmation concerning this Transaction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed (including by means of facsimile signatures), by their respective duly authorized representatives as of the first date mentioned herein.

Sincerely,

~~Progress Energy Florida, Inc.~~ <sup>AW</sup>

E.P.V. By: Keystone Industries LLC  
Name: Michael J. Carter  
Title: Executive Vice President  
Date: 3-8-06

AGREED TO AND ACCEPTED BY:

Progress Energy Florida  
By: [Signature]  
Name: Alexander W. ...  
Title: Director - Com  
Date: 3/16/2006

*CEW*

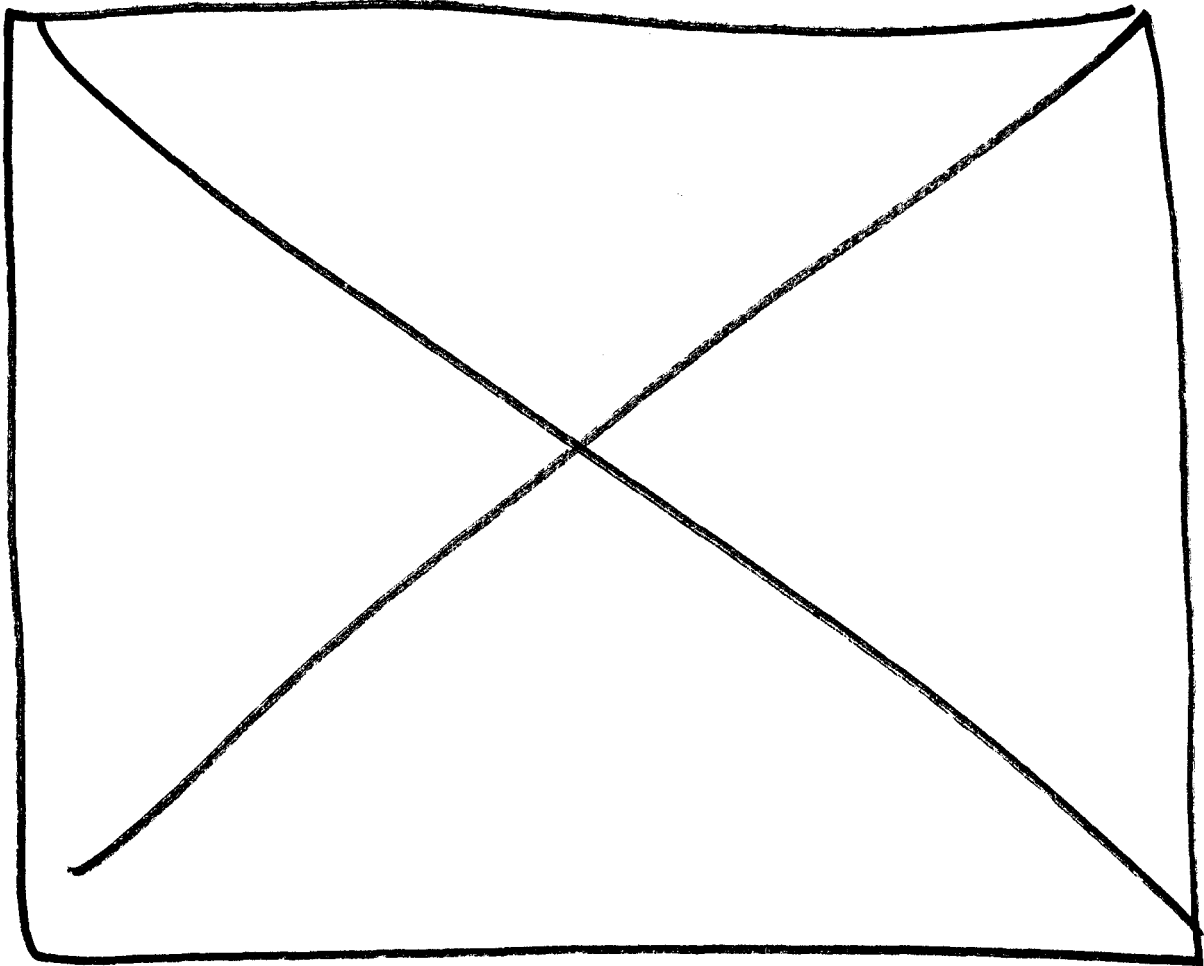
CONFIDENTIAL

January 17, 2006

Barbara Coppola  
Senior Coal Procurement Agent  
Progress Energy Florida, Inc.  
410 S. Wilmington PEB 10  
Raleigh, North Carolina 27602

Dear Barbara:

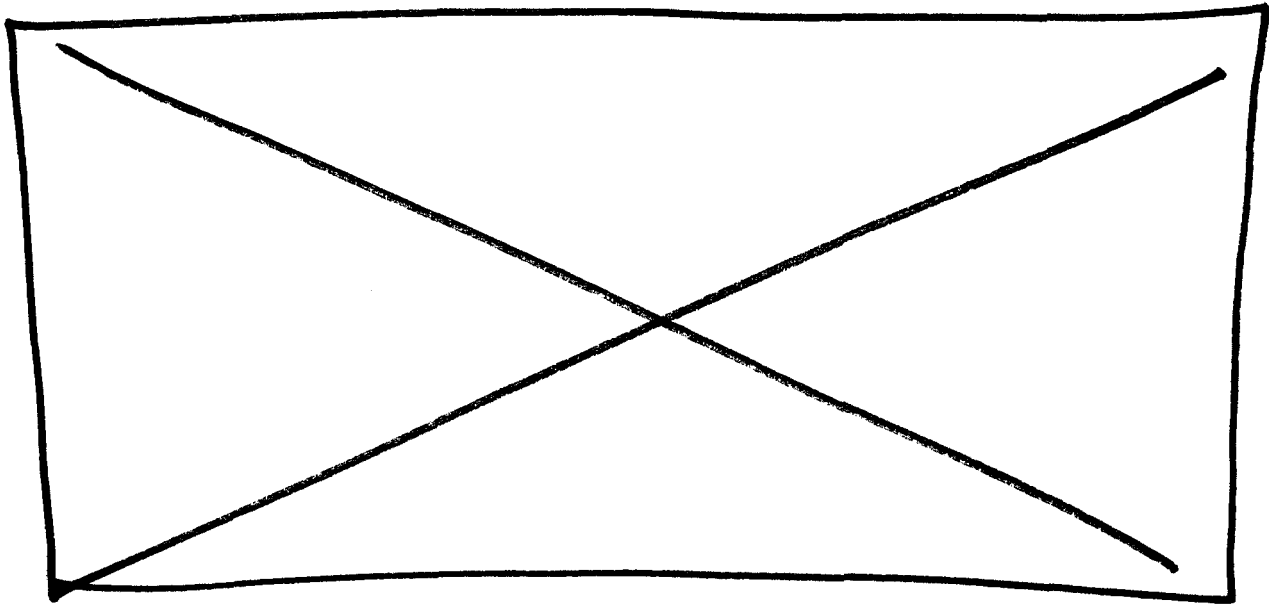
This letter confirms the agreement between COALSALES, LLC ("Seller") and PROGRESS ENERGY FLORIDA, INC. ("Buyer") with respect to the transaction described below and constitutes a Coal Supply Agreement.



PEF-FUEL-004392

*BAC*

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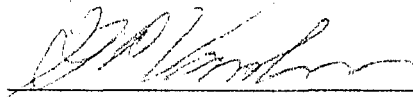
General Terms  
and Conditions:

The General Terms and Conditions attached hereto as Exhibit A are  
incorporated by reference and made a part of this Agreement.

Sincerely,

COALSALES, LLC


By:

  
LAH Greg Vandiver, Vice President, Sales

AGREED TO AND ACCEPTED BY:

PROGRESS ENERGY FLORIDA, INC.

By:

  
Name: Alexander Williams  
Title: Director, Com



Date:

3/10/2006

CONFIDENTIAL

111 Market Place  
Suite 500  
Baltimore, Maryland 21202



**Constellation Energy**  
Commodities Group

TRANSACTION CONFIRMATION

RE: Physical Coal Purchase/Sale

Ref. Number: CLS05BX

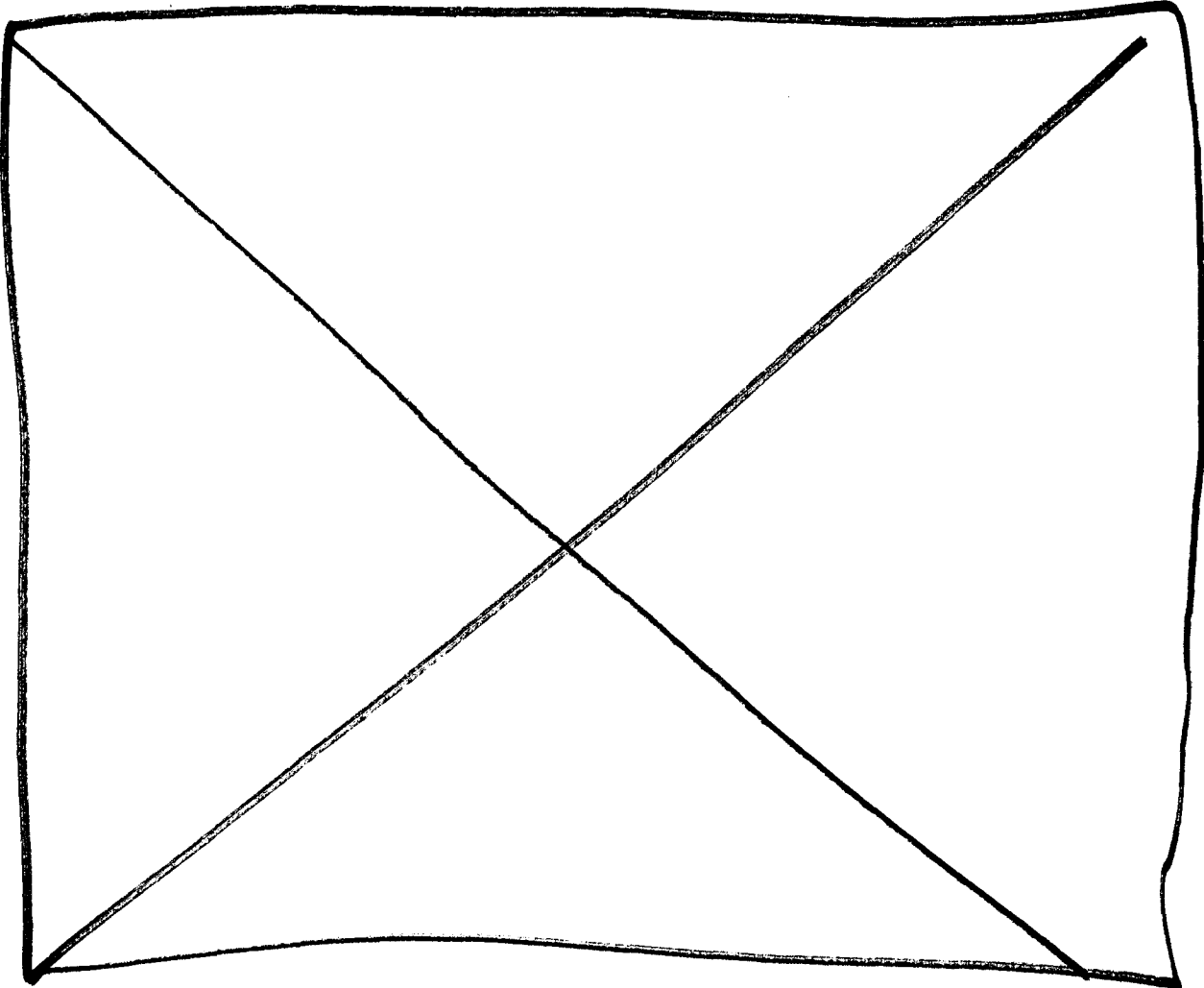
BROKER:

N/A

This confirmation (this "Confirmation") confirms the terms and conditions of the transaction entered into between FLORIDA POWER CORPORATION D/E/A PROGRESS ENERGY FLORIDA, INC. (the "Buyer") and CONSTELLATION ENERGY COMMODITIES GROUP, INC. (the "Seller"), also referred to singularly as a "Party" and collectively as the "Parties", on the Trade Date specified below (the "Transaction").

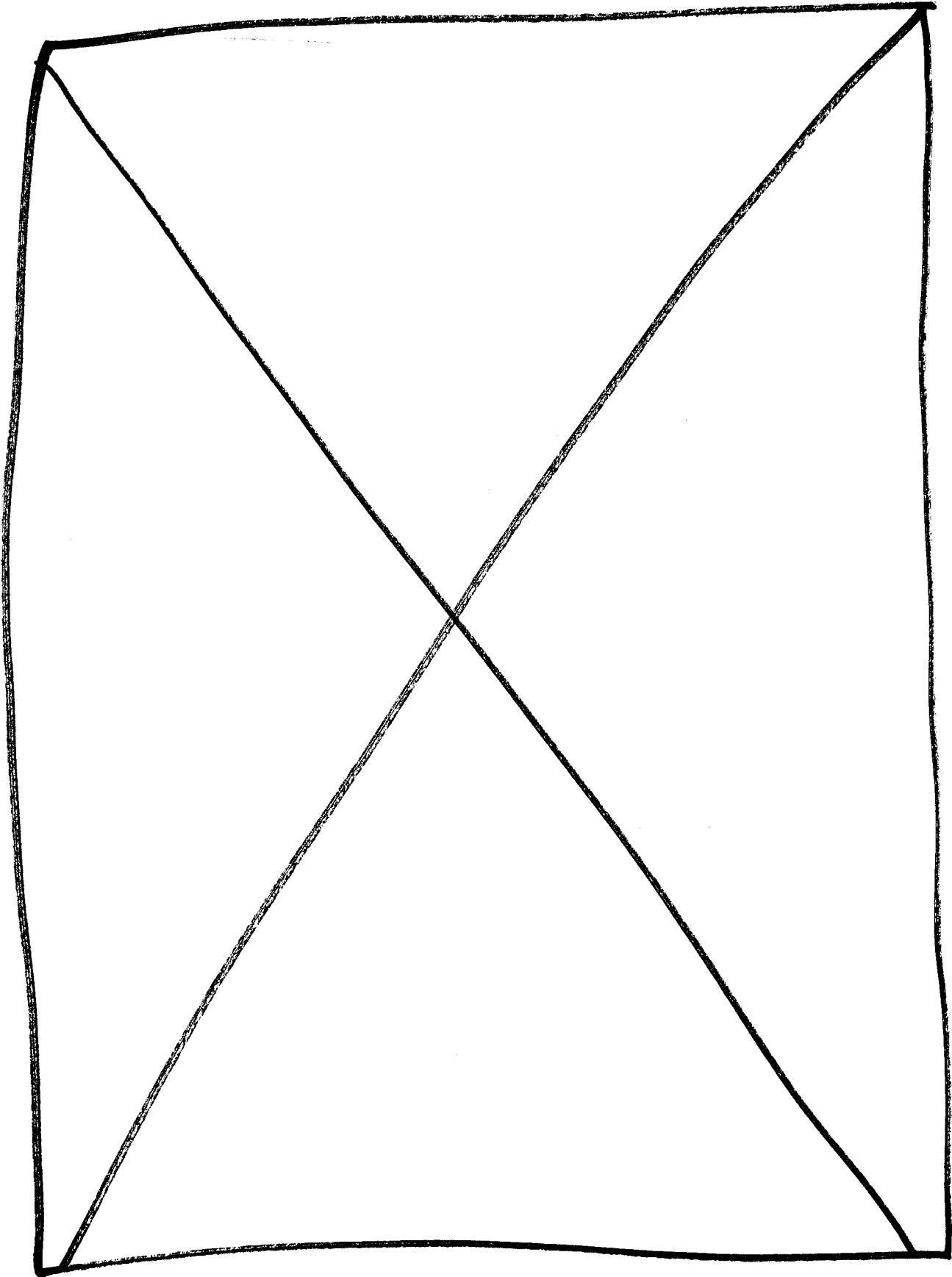
1. Terms of Transaction

The Terms of the Transaction to which this Confirmation relates are as follows:

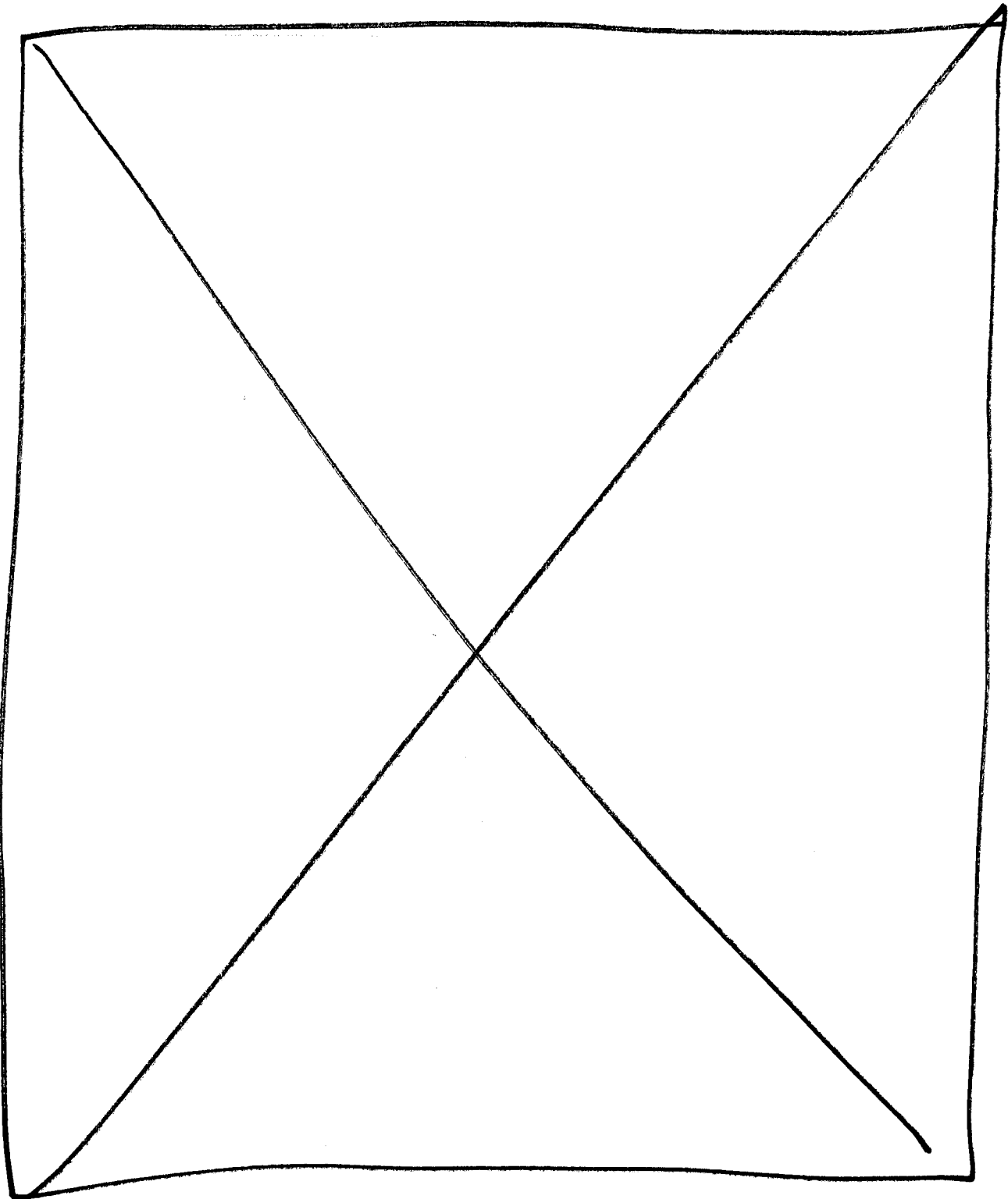




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2. BILLING AND PAYMENT.

(a) Unless otherwise specified, on or about the tenth (10th) day of each calendar month after the start of the Term, Seller shall provide an invoice, including a valid value added tax or sales tax statement, as applicable, to

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**Progress Energy**

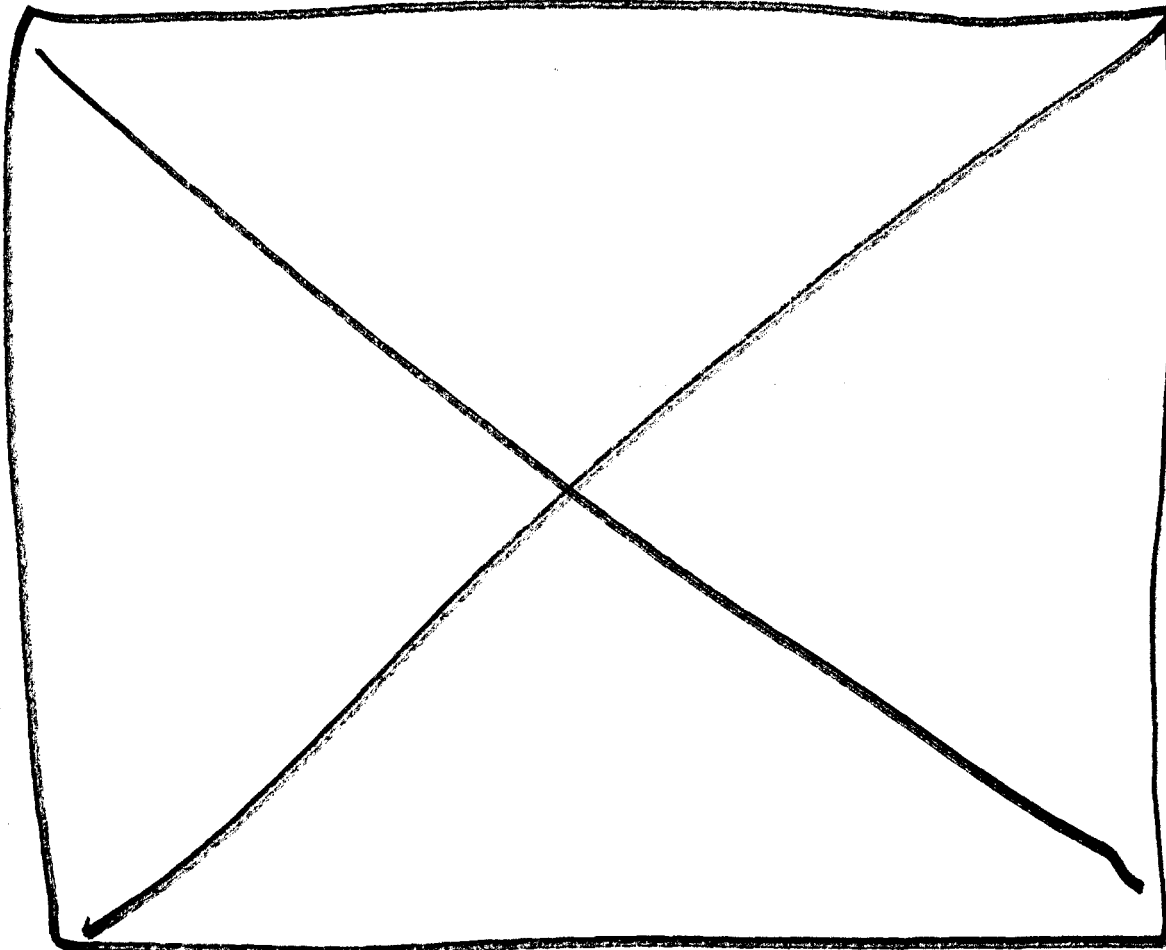
September 21, 2005

SENT VIA ELECTRONIC MAIL

Mr. Mike Goff  
Manager, Eastern Coal Sales  
Central Appalachian Mining  
Rogers Building  
116 Main Street  
Pikeville, Kentucky 41502

Dear Mr. Goff:

This letter will confirm our acceptance of Central Appalachian Mining's offer of September 16, 2005, wherein Central Appalachian Mining offered to sell and Progress Fuels Corporation (PFC)

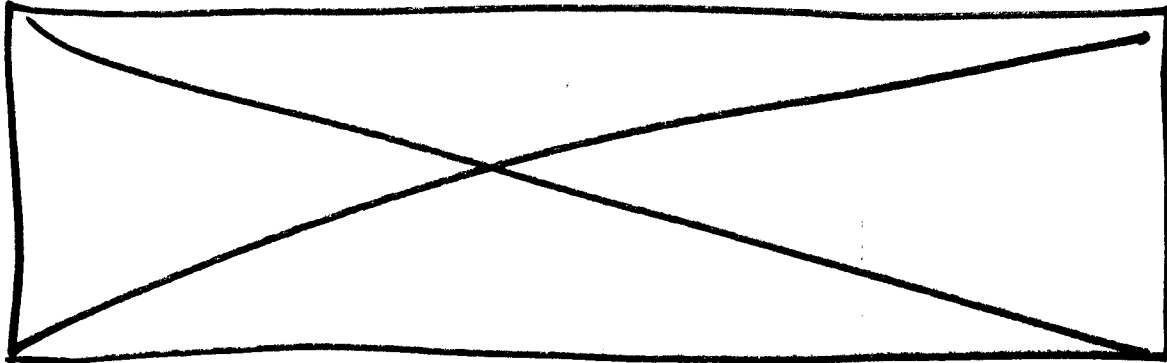


**Progress Fuels Corporation**  
200 Central Avenue  
St. Petersburg, FL 33701

PEF-FUEL-004406

CONFIDENTIAL

Mr. Mike Goff  
September 21, 2005  
Page 2



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: Mr. Jerry Boyd  
Mrs. Barbara Coppola  
Mrs. Donna Davis  
Mrs. Amy Futrell  
Mr. F. Michael Lelak  
Mrs. Tina McRoberts  
Mrs. Virginia Muehlendyck  
Mr. Brett Phipps  
Mr. Dave Williams

AGREED TO AND ACCEPTED THIS THE 21 DAY OF September, 2005.  
CENTRAL APPALACHIAN MINING

BY: Mike Goff  
ITS: Vice President Sales & Marketing

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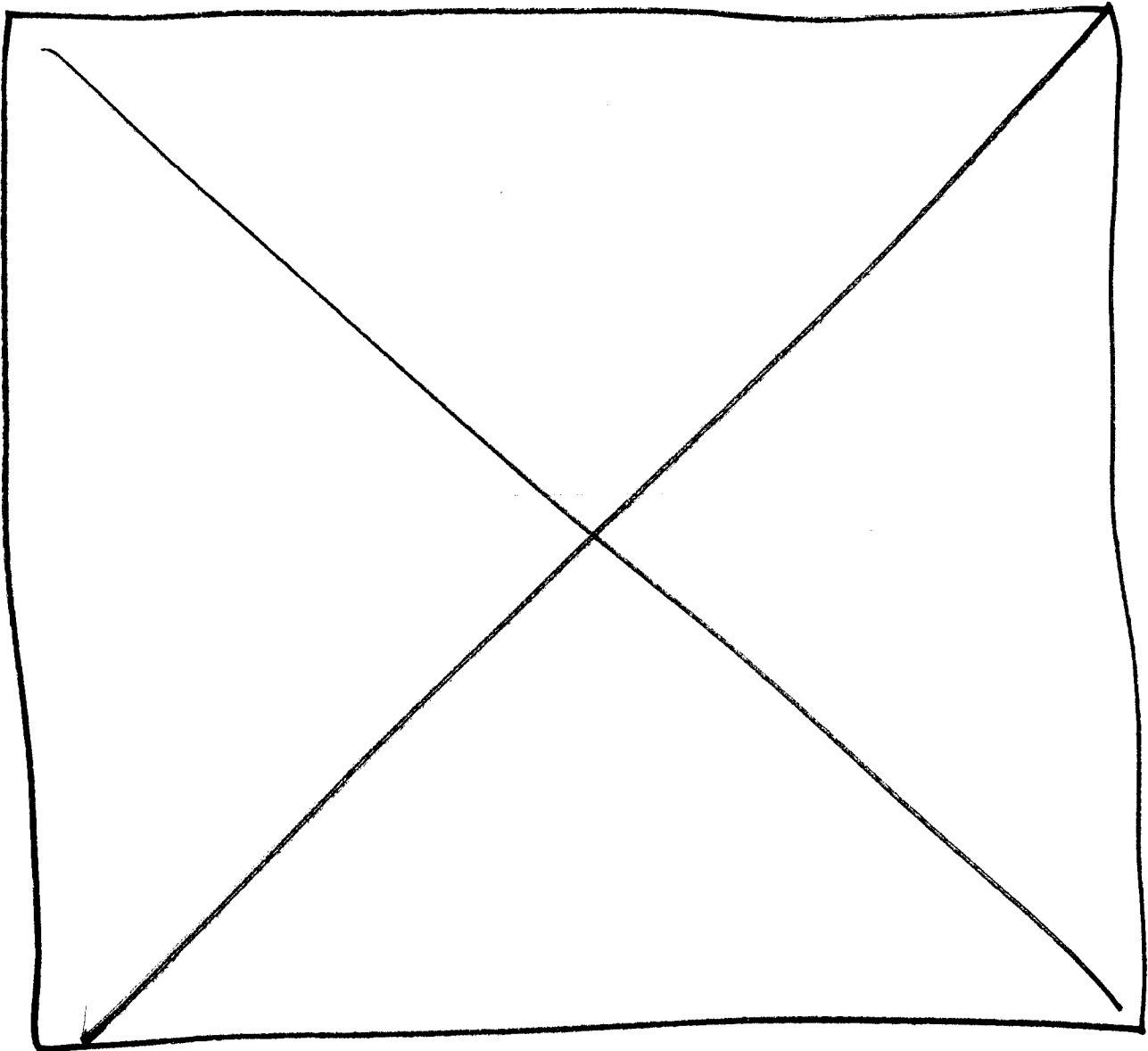


COAL PURCHASE CONFIRMATION

Confirmation #: 11.22.05CentralAppMin

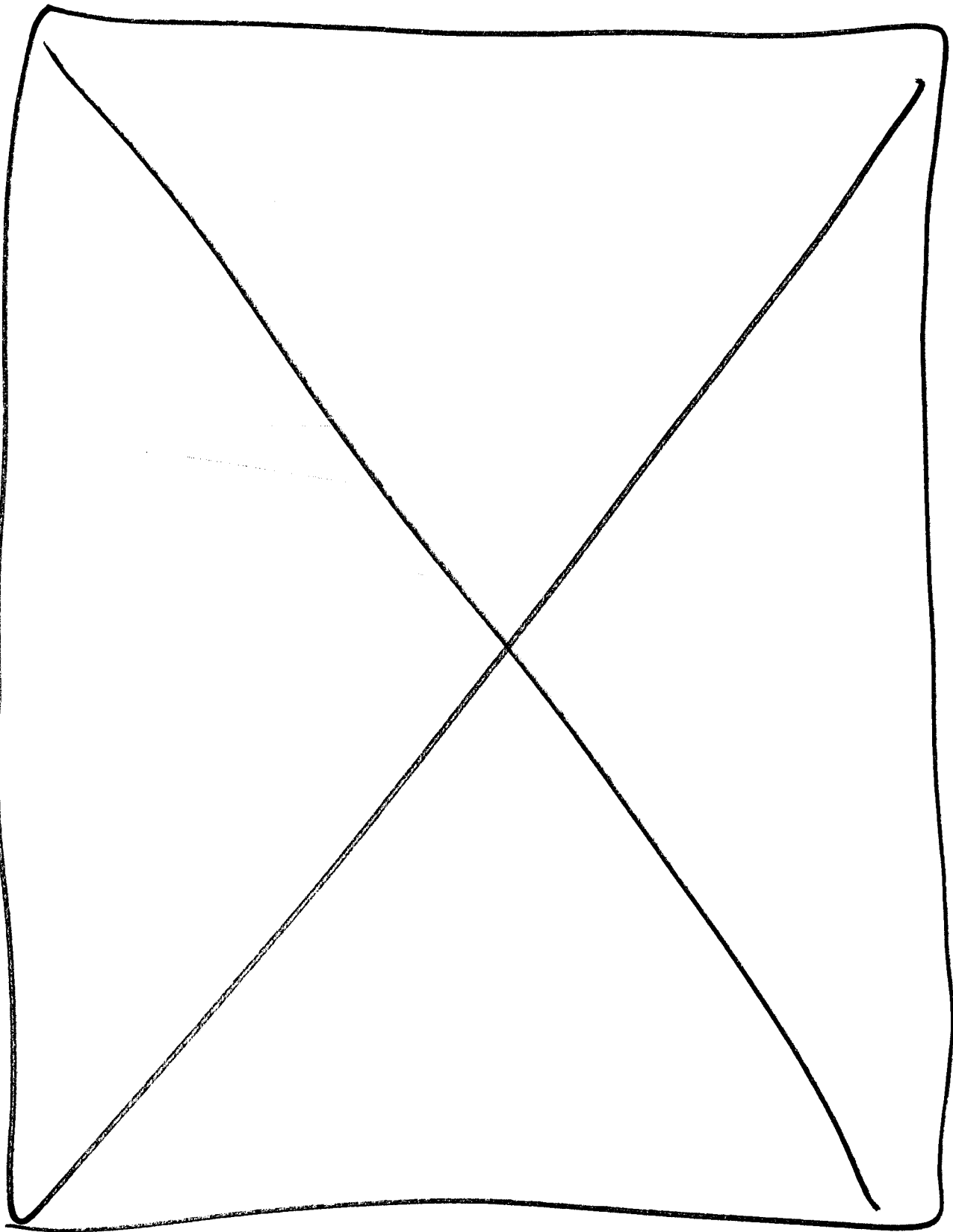
Buyer: Progress Energy Florida, Inc.  
410 S. Wilmington St. PEB8A  
Raleigh, NC 27601  
(P) 919-546-6002 (F) 919-546-2590

Seller: CAM Mining LLC  
116 Main Street, P.O. Box 1169  
Pikeville, KY 41502  
(P)606-432-3900 (F)606-432-0031

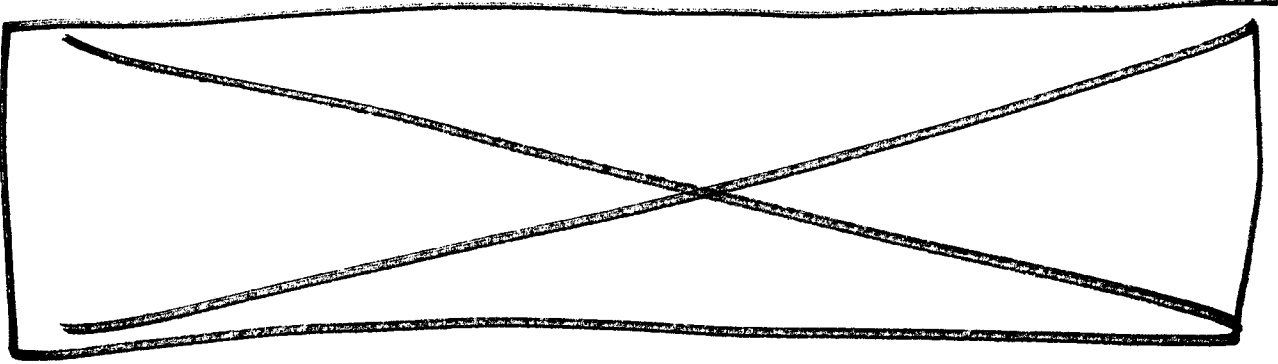


*base*

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed (including by means of facsimile signatures), by their respective duly authorized representatives as of the first date mentioned herein.

Sincerely,

AGREED TO AND ACCEPTED BY:

Progress Energy Florida Inc.

CAM Mining LLC

E.P.V.

By: [Signature] *AD*

By: [Signature]

Name: Alexander Newman

Name: Mike Goff

Title: Director - Coal

Title: VP Sales & Marketing

Date: 2/27/2006

Date: 2-15-06

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111 Market Place  
Suite 500  
Baltimore, Maryland 21202



**Constellation Energy**  
Commodities Group

TRANSACTION CONFIRMATION

RE: Physical Coal Purchase/Sale

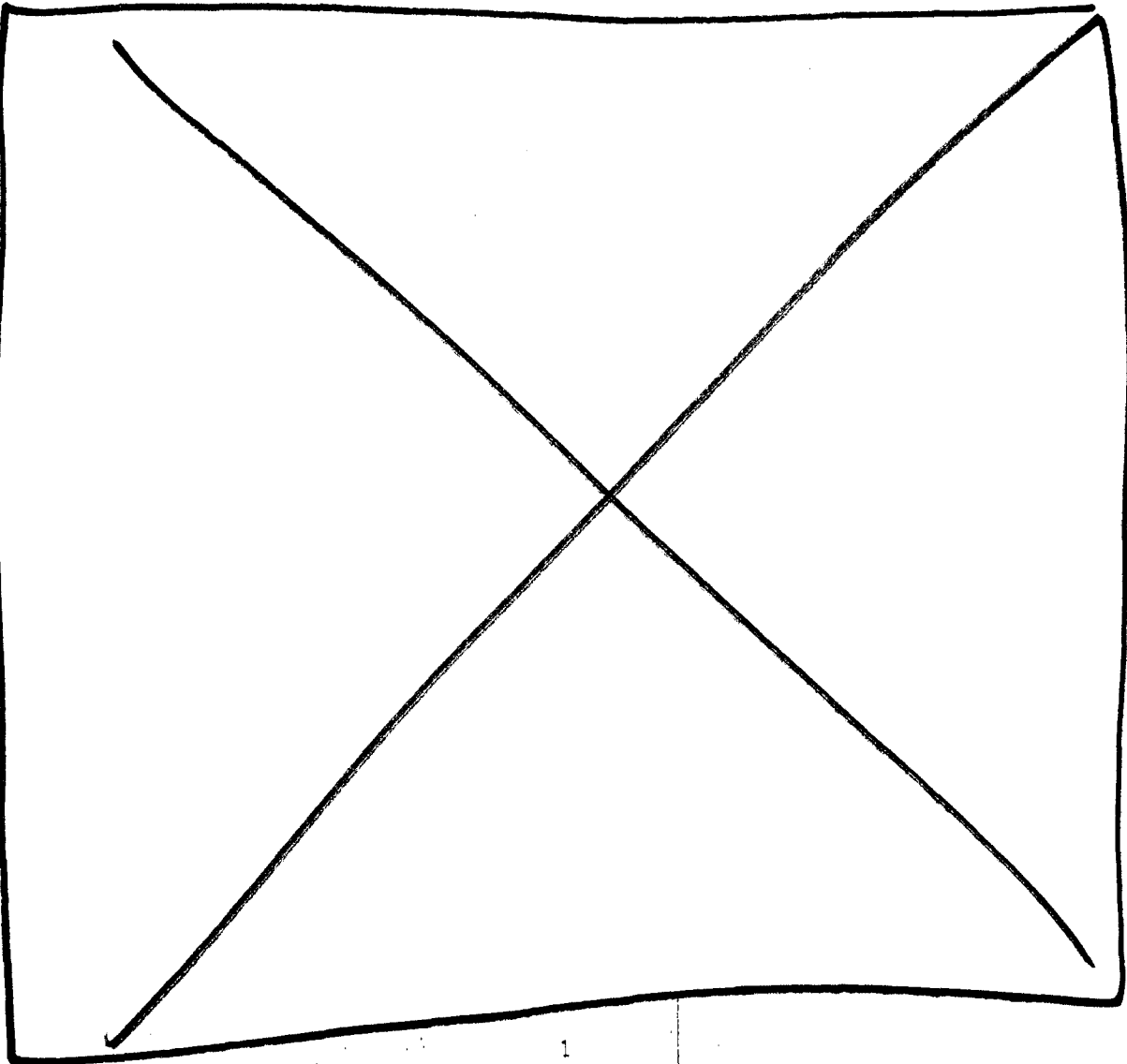
Ref. Number: CLS04QK

BROKER:

N/A

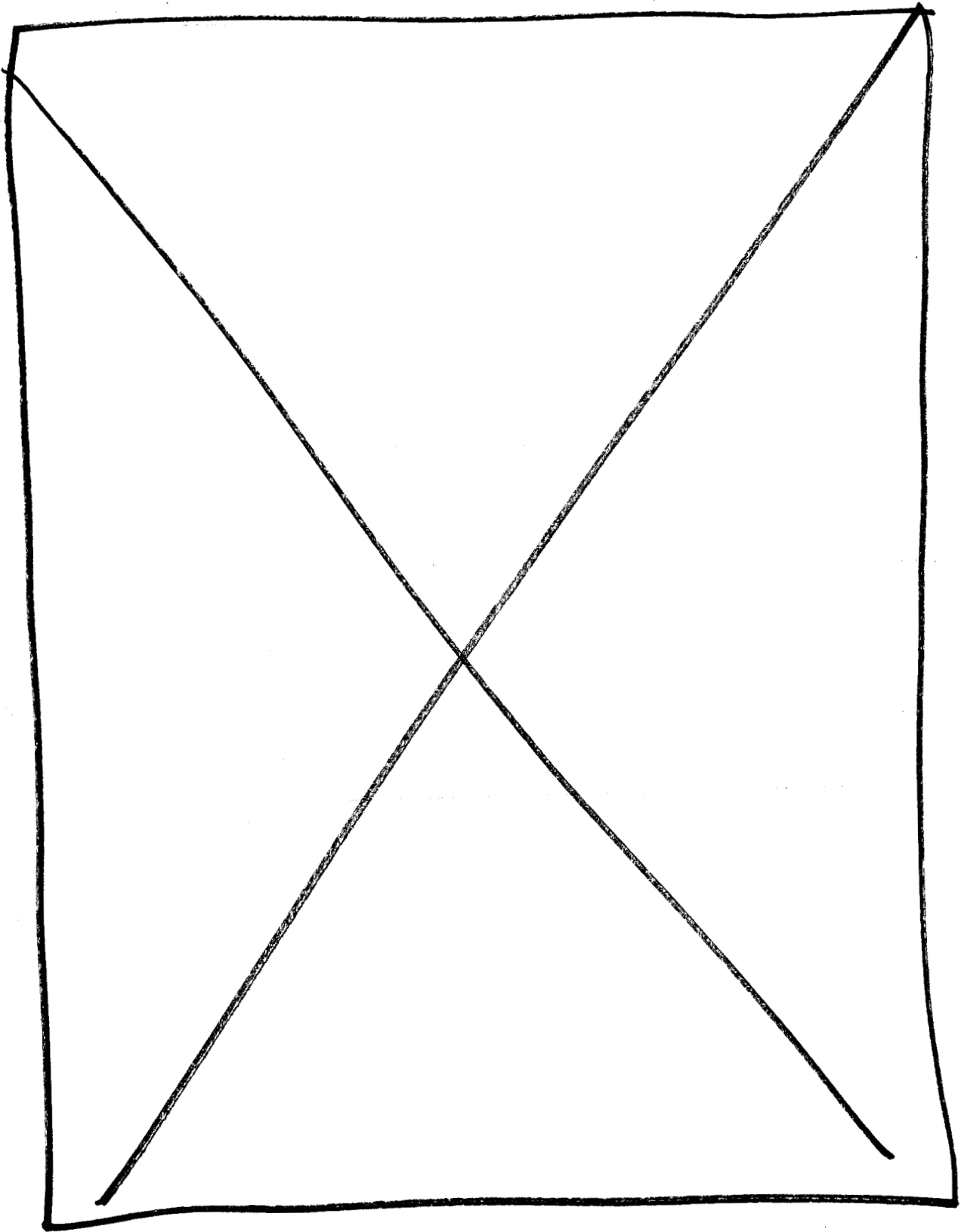
This confirmation (this "Confirmation") confirms the terms and conditions of the transaction entered into between PROGRESS FUELS CORPORATION (the "Buyer") and CONSTELLATION ENERGY COMMODITIES GROUP, INC. (the "Seller"), also referred to singularly as a "Party" and collectively as the "Parties", on the Trade Date specified below (the "Transaction").

1. Terms of Transaction

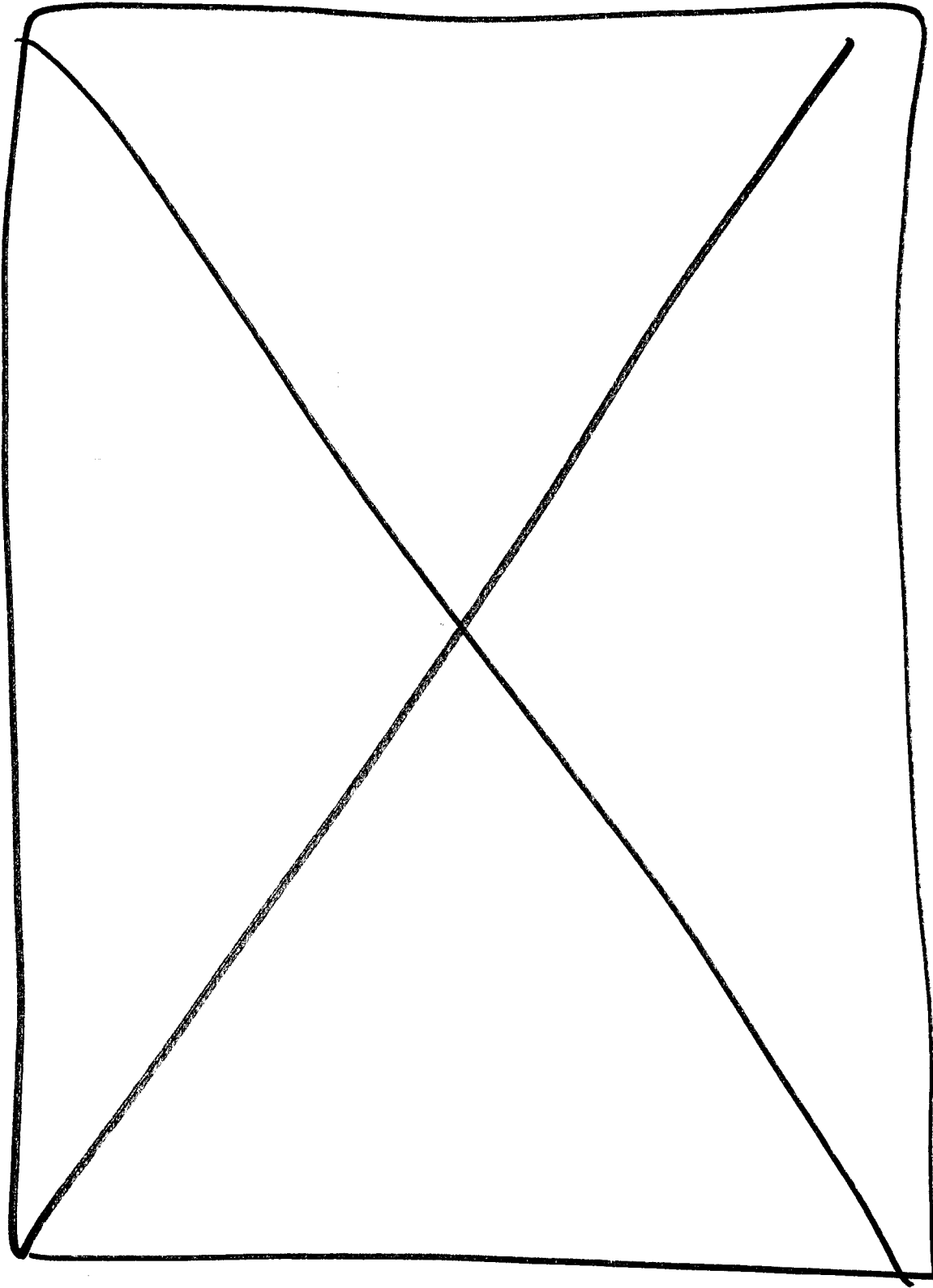




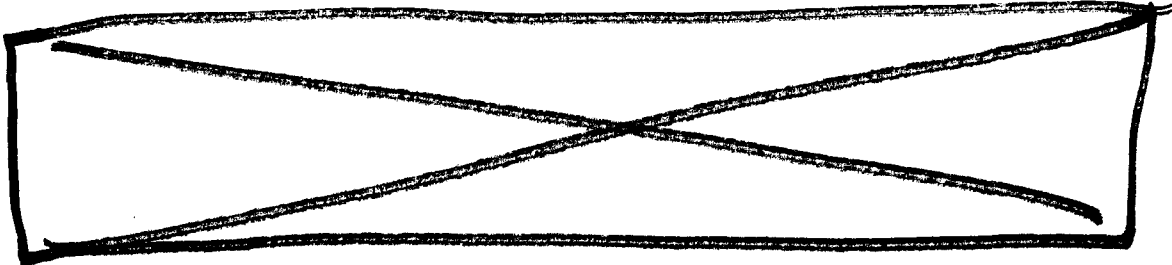
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2. BILLING AND PAYMENT.

(a) Unless otherwise specified, on or about the tenth (10th) day of each calendar month after the start of the Term, Seller shall provide an invoice, including a valid value added tax or sales tax statement, as applicable, to Buyer setting forth the amount owed by Buyer in respect of (i) the Commodity delivered during the immediately preceding calendar month, and (ii) any Commodity previously delivered to the extent that no invoice has been delivered in respect of such calendar month or a payment is due and owing by Buyer in respect of such calendar month, together with the reports required to be delivered to Buyer under "Sampling & Analysis" and "Weighing" above, detailing the quality and quantity of such Commodity. Seller shall not be deemed to have waived its right to receive payment for a Commodity in the event that it fails to deliver an invoice in respect of such Commodity in accordance with this Section 3. Subject to Buyer's "Rejection Rights" and any "Calorific Value Adjustment" described above, Buyer shall pay for all Commodities delivered by Seller whether used, collected or not. Unless otherwise agreed by the Parties, all invoices in respect of this Transaction shall be due and payable in accordance with the invoice instructions on or before the later of the twentieth (20th) day of the month following Shipment, or tenth (10th) day after receipt of the invoice or, if such day is not a business day, then on the next following business day. Any and all payments made hereunder shall be made in United States Dollars by electronic transfer of immediately available funds, or by other mutually agreeable method(s), to the account designated by Seller herein or such other account as Seller may designate with reasonable advance notice to Buyer from time to time. Any amount not paid when due shall accrue interest (before as well as after judgment) at the rate of two percent over the prime lending rate as published from time to time in the Wall Street Journal (the "Interest Rate"), to the extent permitted by law, such interest shall be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

(b) If a Party in good faith reasonably disputes the amount set forth in an invoice, such Party (the "Disputing Party") shall provide to the other Party a written explanation specifying in detail the basis for the dispute and such Disputing Party, if it has not already done so, shall pay the undisputed portion of such amount no later than the due date therefor. If the Parties are thereafter unable to resolve the dispute within thirty (30) days of the Disputing Party's delivery of notice of the dispute, either through the exchange of additional documentation or good faith business negotiations, then either Party may seek whatever remedies are available to it at law or in equity.

3. PERFORMANCE ASSURANCE.

Should either Party have reasonable grounds to believe that the creditworthiness of the other Party has become unsatisfactory, then the dissatisfied Party (the "Requesting Party") may require assurance of the other Party's ability to perform any obligation hereunder including, but not limited to, its ability to pay damages if unable to deliver or receive the

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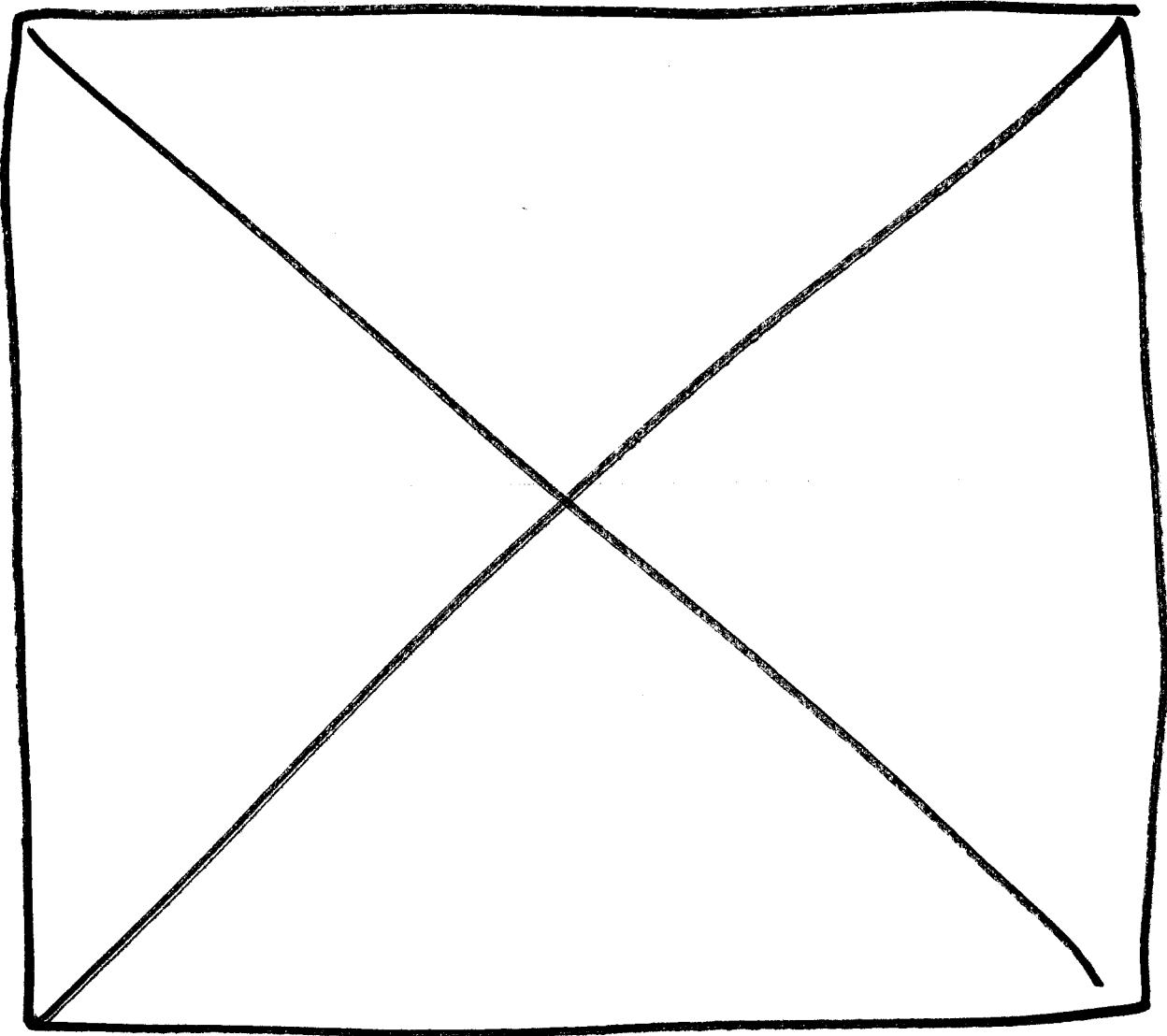


COAL PURCHASE CONFIRMATION

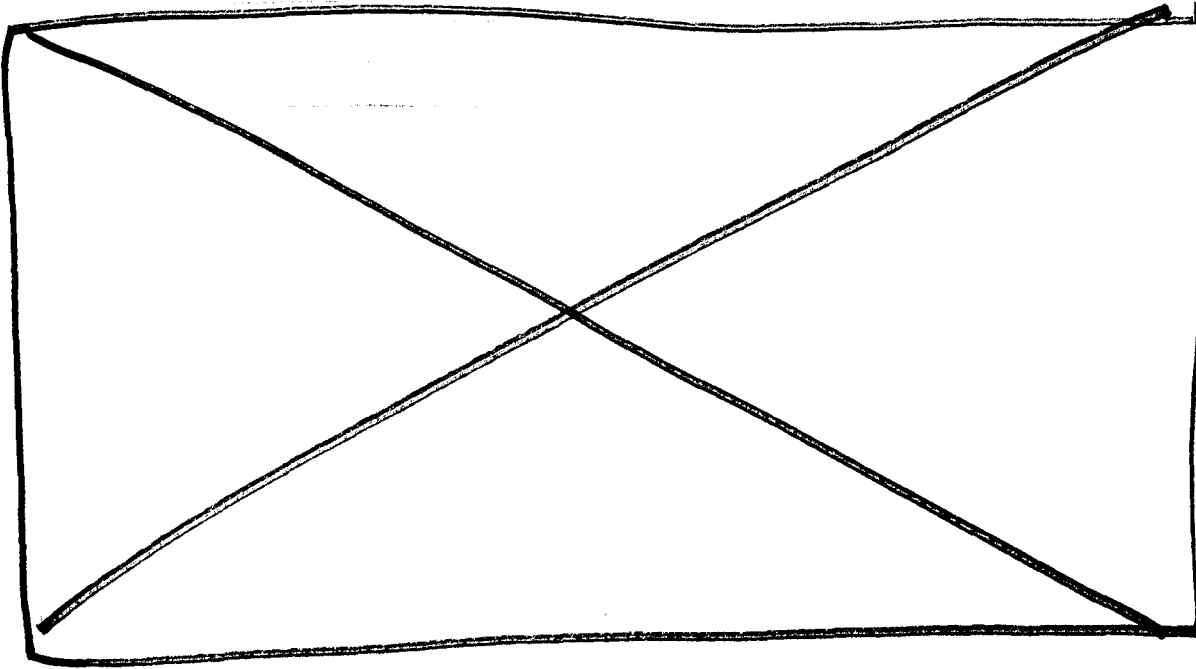
Confirmation #: PEF\_Amvest\_Spot\_July/06

Buyer: Progress Energy Florida, Inc.  
410 S. Wilmington St. PEB 10  
Raleigh, NC 27601  
(P) 919-546-6002 (F) 919-546-2590

Seller: AMVEST Coal Sales, Inc.  
One Boar's Head Pointe  
Charlottesville, VA 22903  
(P)434-977-3350 (F)434-972-7741



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(1) Purchase and Sale Obligations, Inspection, Weighing and Scheduling.

(a) Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the Contract Quantity of Coal to be delivered at the Delivery Point as provided in the Confirmation. All Coal shall be of a quality which is not above or below, as applicable, any of the Rejection Limits specified in the Confirmation (unless it is otherwise accepted by Buyer). Such Coal shall be consistent in quality throughout a Shipment, and shall meet the size required.

(b) The weight of the Coal delivered under this Agreement shall be determined pursuant to the procedures described in this Section 1(b). The weights determined thereby will be the basis on which payment will be made hereunder. With respect to deliveries by rail, the weight of the Coal delivered under this Agreement shall be determined by Seller via certified belt scales at Seller's load-out facility; provided, however, that in the absence of such scales at Seller's load-out facility, such weights shall be determined by the applicable delivering railroad's scales (at Seller's expense).

(2) Sampling, Specifications and Rejection.

(a) For deliveries by barge, truck or rail, Seller shall cause a representative sample of each Shipment of Coal to be taken by a mechanical sampler or by any other method as mutually agreed between the Parties. All such samples will be divided into four (4) parts and placed in separate airtight containers. Seller shall cause one (1) part of each sample to be analyzed at Seller's expense and in accordance with ASTM standards on an "as received" basis by any independent commercial laboratory chosen by mutual agreement of the Parties (the "Independent Analysis"). The results of such Independent Analysis shall be reported to both Buyer and Seller. The second part of each sample (the "Referee Sample") shall be retained by such laboratory for a period of not less than sixty (60) days after such sample is taken. Seller shall retain one of the two remaining parts of the sample for Buyer, and shall retain the other remaining part for itself. The results of the Independent Analysis shall be used to determine any rejection and/or suspension rights and/or any quality adjustments hereunder. If either Party disputes the results of the Independent Analysis, such Party shall have the right, at such Party's expense, to request the same independent laboratory to analyze the Referee Sample. In such case, the results of the Referee Sample shall govern for all purposes hereunder; provided that said results are within ASTM reproducibility limits.

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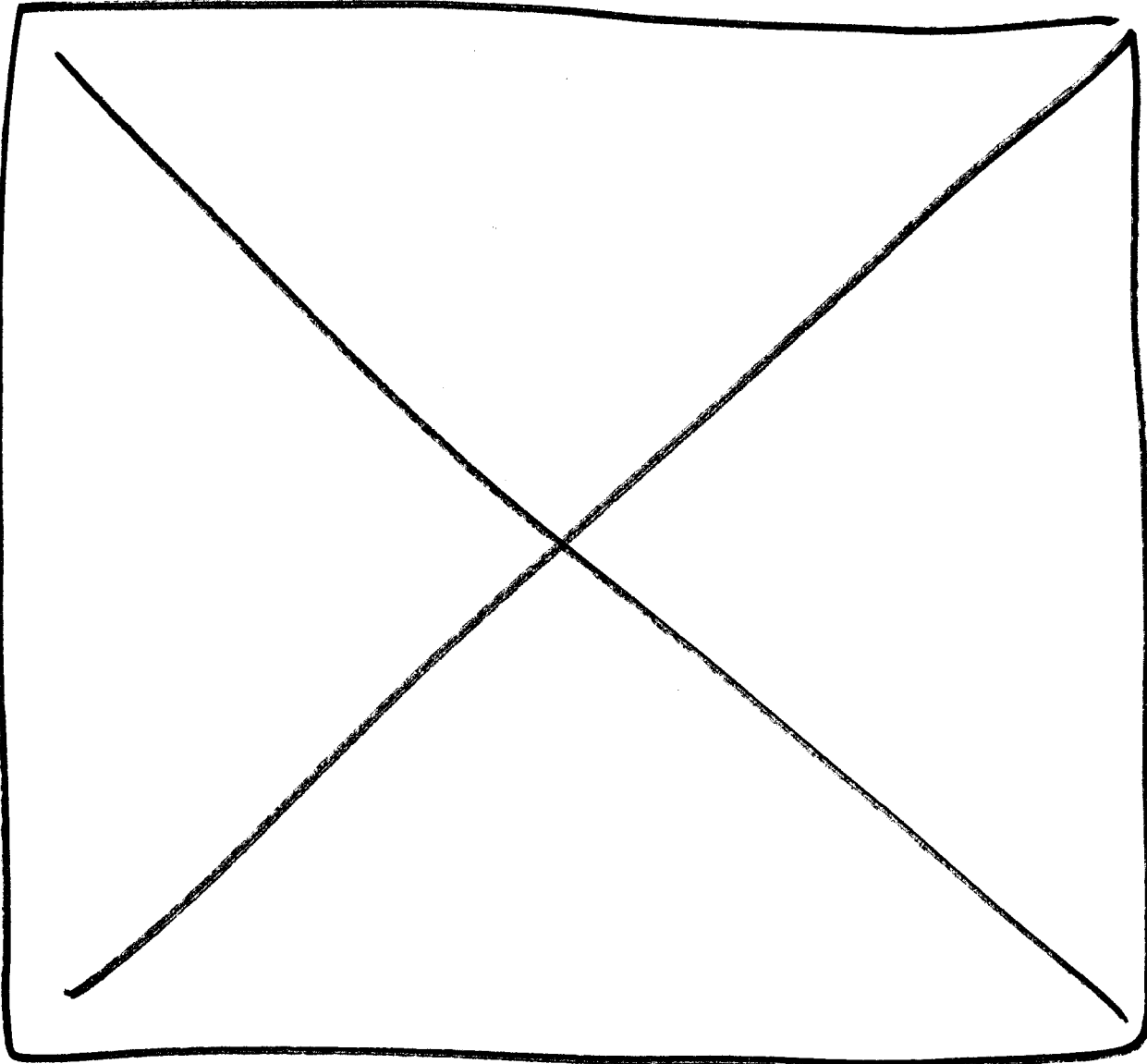
Progress Energy

COAL PURCHASE CONFIRMATION

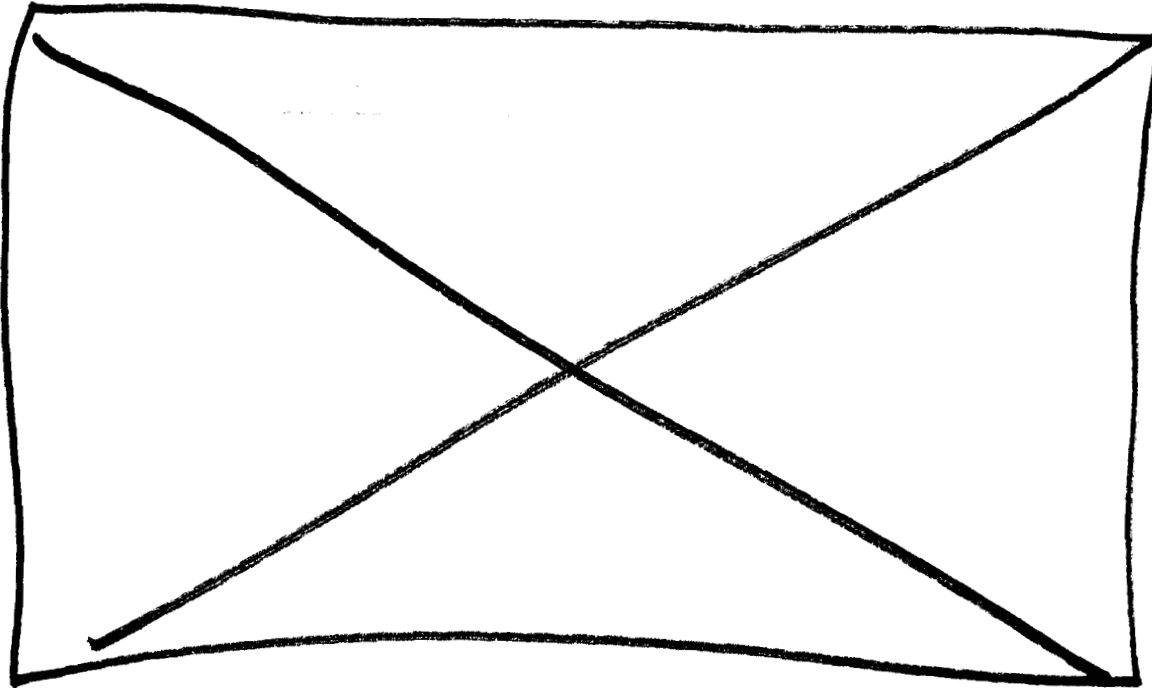
Confirmation #: PEF\_Arch\_Spot\_Jun06

Buyer: Progress Energy Florida, Inc.  
410 S. Wilmington St. PEB 10  
Raleigh, NC 27601  
(P) 919-546-6002 (F) 919-546-2590

Seller: Arch Coal Sales Company  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
(P) \_\_\_\_\_ (F) \_\_\_\_\_



CONFIDENTIAL



(1) **Purchase and Sale Obligations, Inspection, Weighing and Scheduling.**

(a) Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the Contract Quantity of Coal to be delivered at the Delivery Point as provided in the Confirmation. All Coal shall be of a quality which is not above or below, as applicable, any of the Rejection Limits specified in the Confirmation (unless it is otherwise accepted by Buyer). Such Coal shall be consistent in quality throughout a Shipment, and shall meet the size required.

(b) The weight of the Coal delivered under this Agreement shall be determined pursuant to the procedures described in this Section 1(b). The weights determined thereby will be the basis on which payment will be made hereunder. With respect to deliveries by rail, the weight of the Coal delivered under this Agreement shall be determined by Seller via certified belt scales at Seller's load-out facility; provided, however, that in the absence of such scales at Seller's load-out facility, such weights shall be determined by the applicable delivering railroad's scales (at Seller's expense).

(2) **Sampling, Specifications and Rejection.**

(a) For deliveries by barge, truck or rail, Seller shall cause a representative sample of each Shipment of Coal to be taken by a mechanical sampler or by any other method as mutually agreed between the Parties. All such samples will be divided into four (4) parts and placed in separate airtight containers. Seller shall cause one (1) part of each sample to be analyzed at Seller's expense and in accordance with ASTM standards on an "as received" basis by any independent commercial laboratory chosen by mutual agreement of the Parties (the "Independent Analysis"). The results of such Independent Analysis shall be reported to both Buyer and Seller. The second part of each sample (the "Referee Sample") shall be retained by such laboratory for a period of not less than sixty (60) days after such sample is taken. Seller shall retain one of the two remaining parts of the sample for Buyer, and shall retain the other remaining part for itself. The results of the Independent Analysis shall be used to determine any rejection and/or suspension rights and/or any quality adjustments hereunder. If either Party disputes the results of the Independent Analysis, such Party shall have the right, at such Party's expense, to request the same independent laboratory to analyze the Referee Sample. In such case, the results of the Referee Sample shall govern for all purposes hereunder; provided that said results are within ASTM reproducibility limits.

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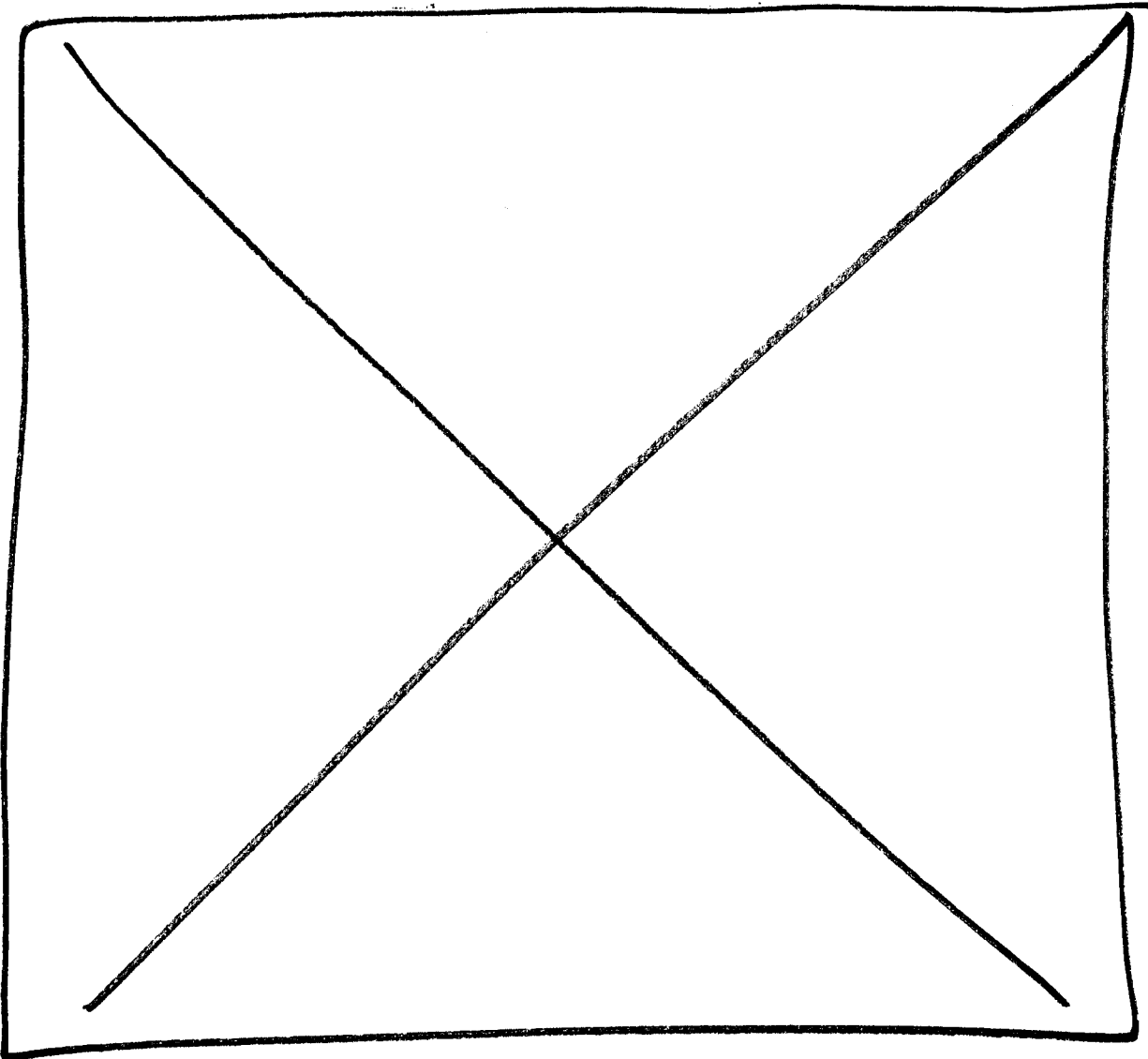


COAL PURCHASE CONFIRMATION

Confirmation #: PEF\_Trinity 2007-2010 #bid15

Buyer: Progress Energy Florida, Inc.  
410 S. Wilmington St. PEB10A  
Raleigh, NC 27601  
(P) 919-2561 (F) 919-546-2590

Seller: Trinity Coal Marketing LLC  
1051 Main Street, Suite 100  
Milton, WV 25541  
(P)304-743-8617 (F) 304-743-8618

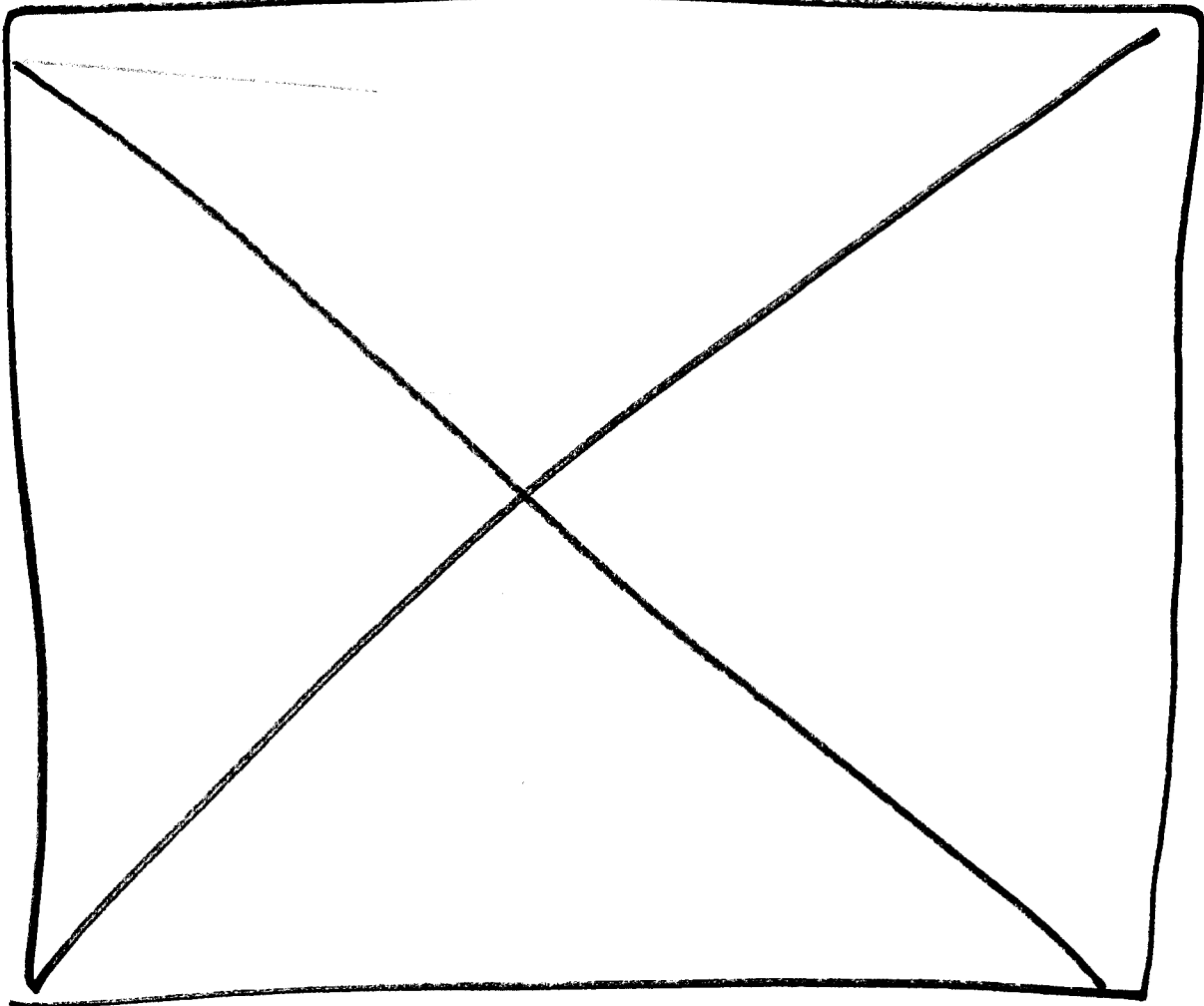


*me*

*box*



CONFIDENTIAL



il  
jmc  
jmc

This Confirmation shall supersede any broker confirmation concerning this Transaction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed (including by means of facsimile signatures), by their respective duly authorized representatives as of the first date mentioned herein.

Sincerely,

Progress Energy Florida, Inc.

RF

By: [Signature]

Name: Robert F Caldwell

Title: V.P. Regulated Commercial Operations

Date: 3/24/06

AGREED TO AND ACCEPTED BY:

Trinity Coal Marketing LLC

W.P.V.

By: [Signature]

Name: George A. McCullon

Title: President

Date: 1-26-06

[Handwritten mark]

[Handwritten mark]

CONFIDENTIAL

111 Market Place  
Suite 500  
Baltimore, Maryland 21202



**Constellation Energy**  
Commodities Group

TRANSACTION CONFIRMATION

RE: Physical Coal Purchase/Sale

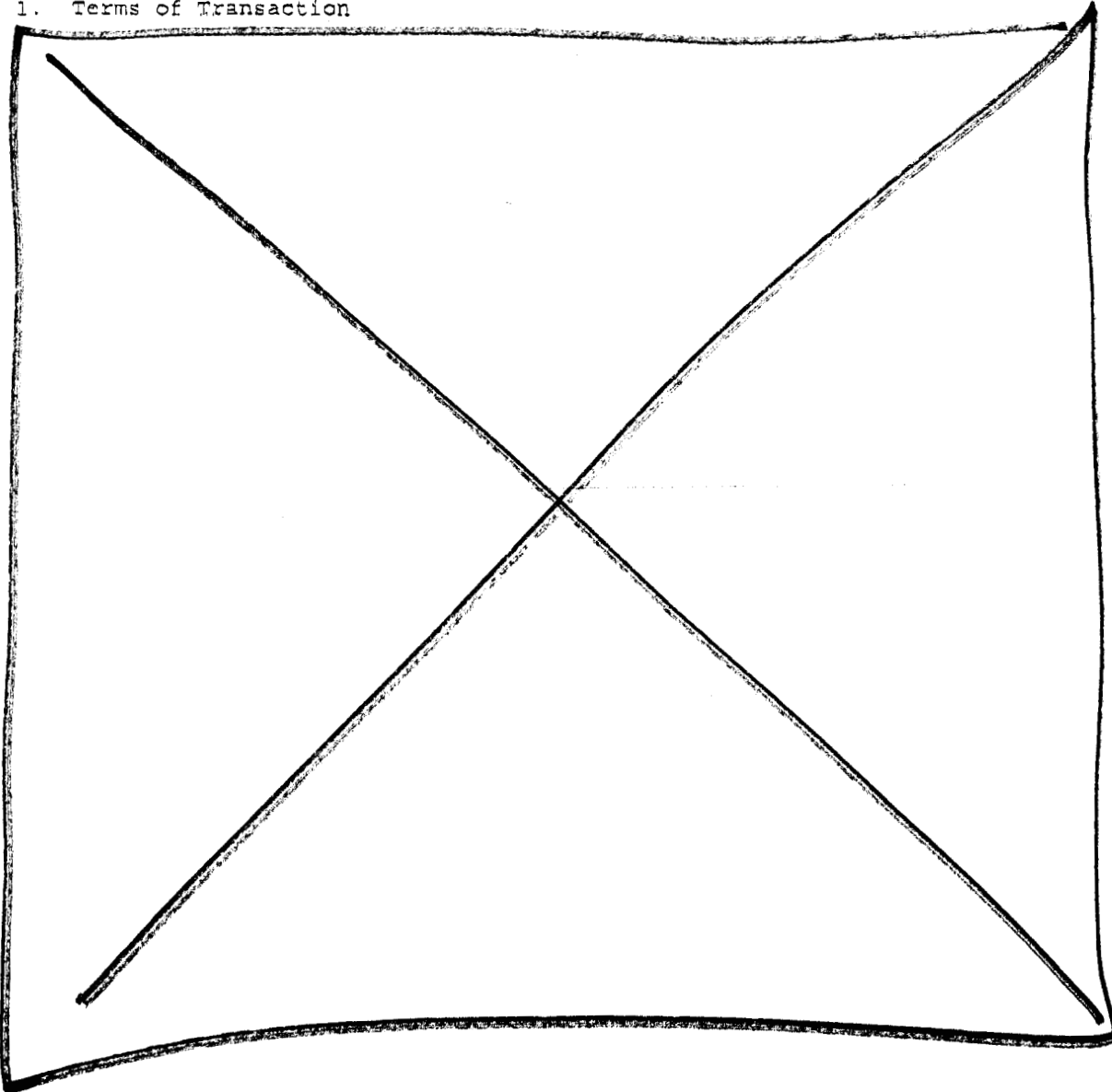
Ref. Number: CLS0590

BROKER:

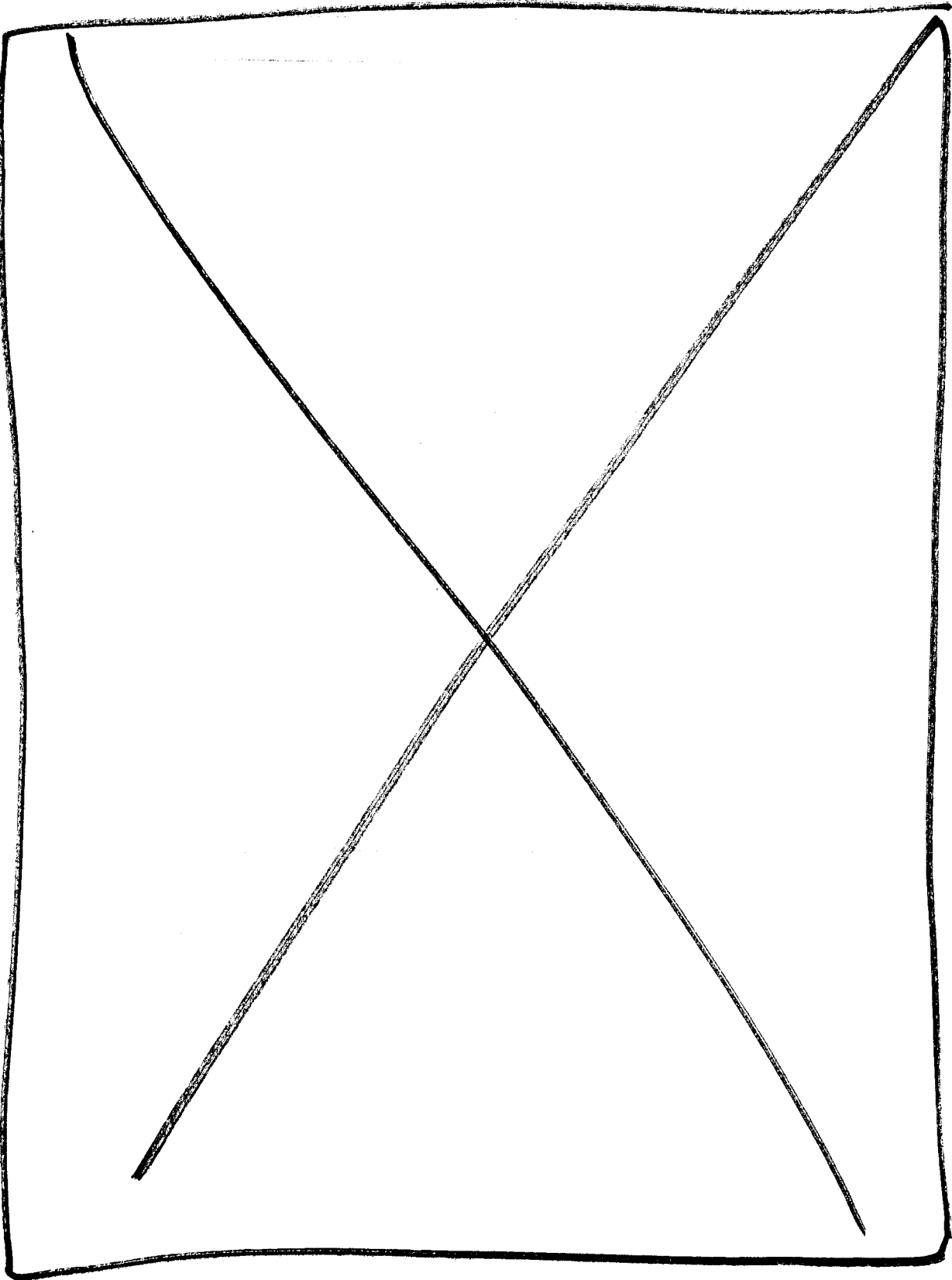
N/A

This confirmation (this "Confirmation") confirms the terms and conditions of the transaction entered into between FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC. (the "Buyer") and CONSTELLATION ENERGY COMMODITIES GROUP, INC. (the "Seller"), also referred to singularly as a "Party" and collectively as the "Parties", on the Trade Date specified below (the "Transaction").

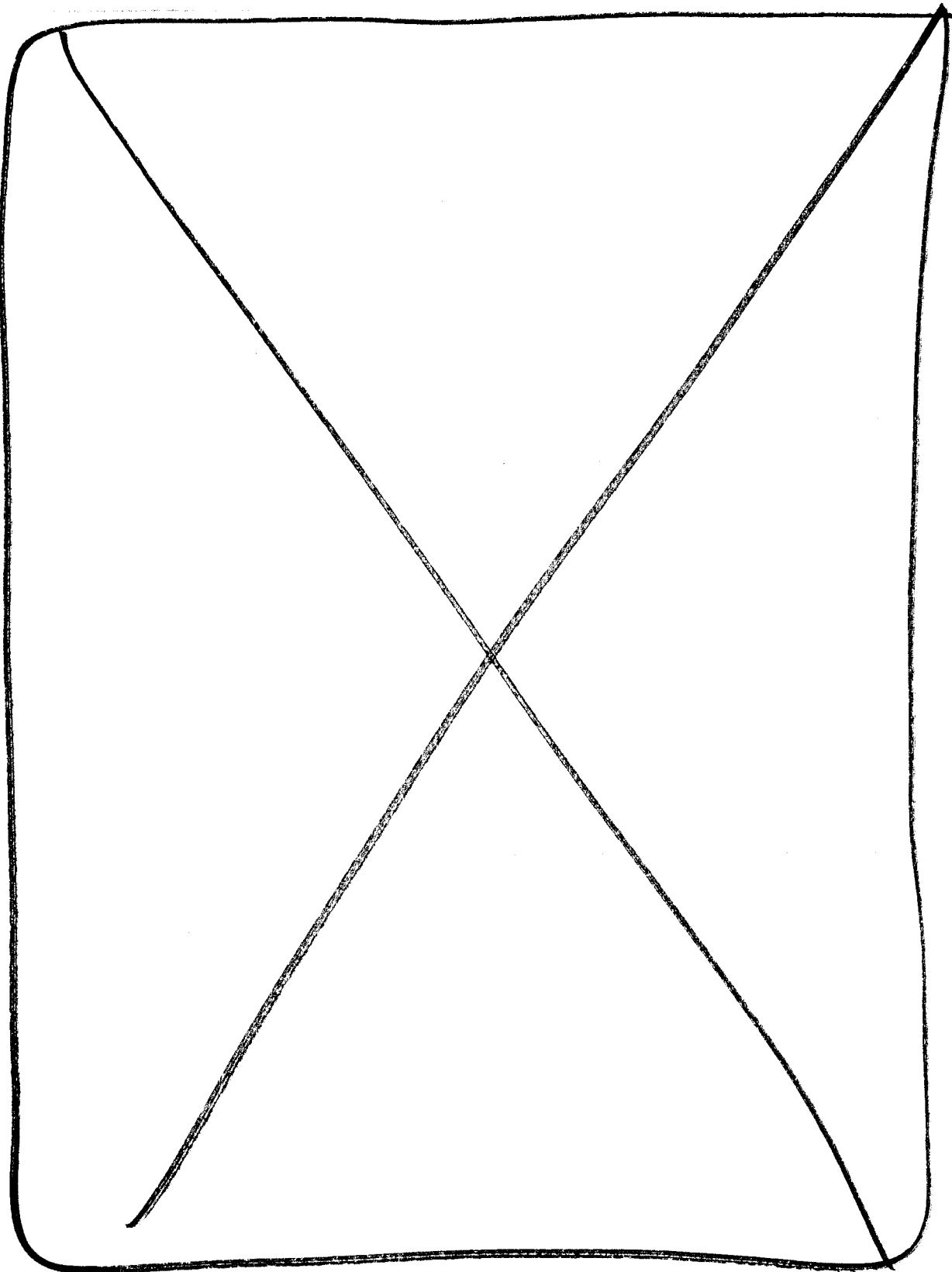
1. Terms of Transaction



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FMSE #12  
181



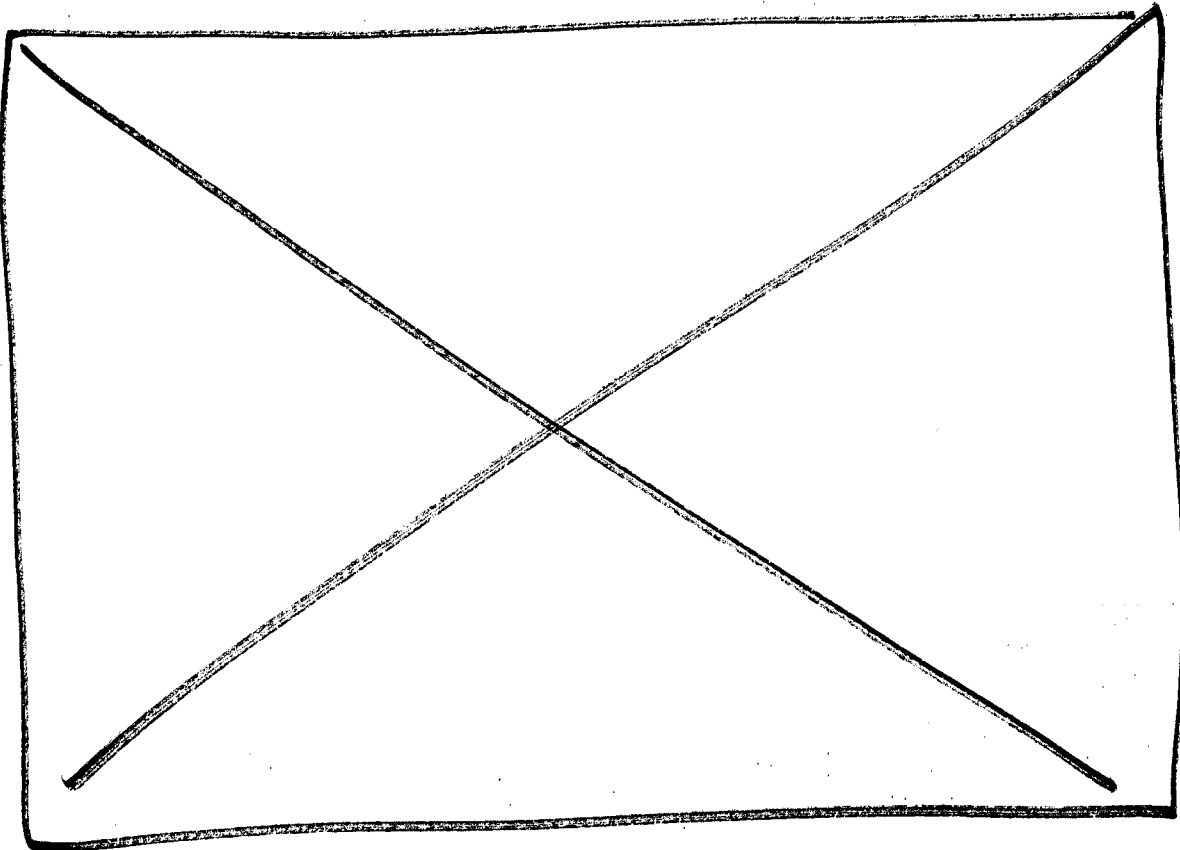
**Progress Energy**

September 12, 2005

Mr. Andrew Lawson  
Glencore Ltd.  
Three Stamford Plaza  
301 Tresser Boulevard  
Stamford, Connecticut 06901-3244

RE: INTENT TO PURCHASE TWO (2) CARGOS

Dear Andrew:



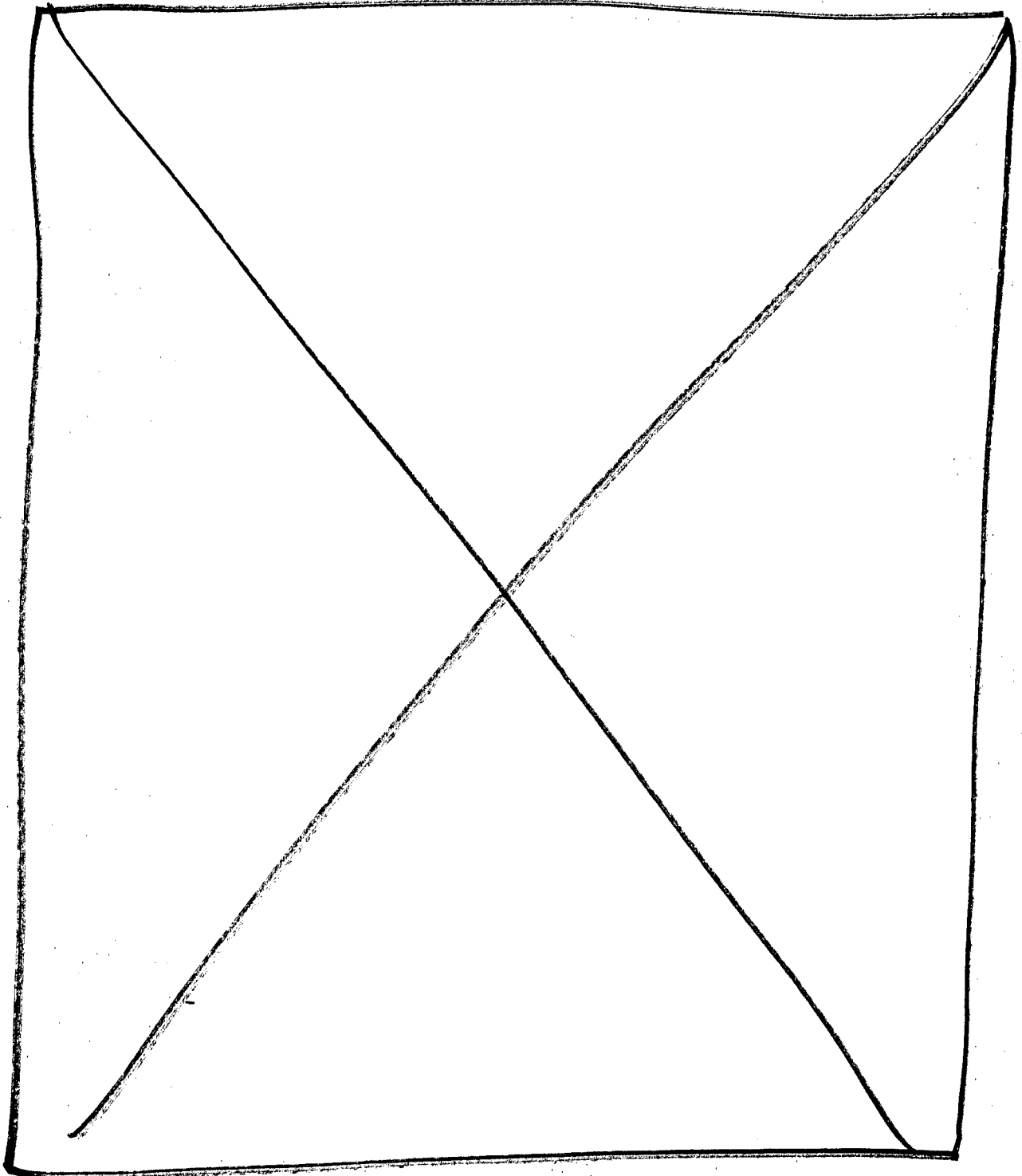
Progress Fuels Corporation  
200 Central Avenue  
St. Petersburg, FL 33701

PEF-FUEL-004472

CONFIDENTIAL

Mr. Andrew Lawson  
September 12, 2005  
Page 2

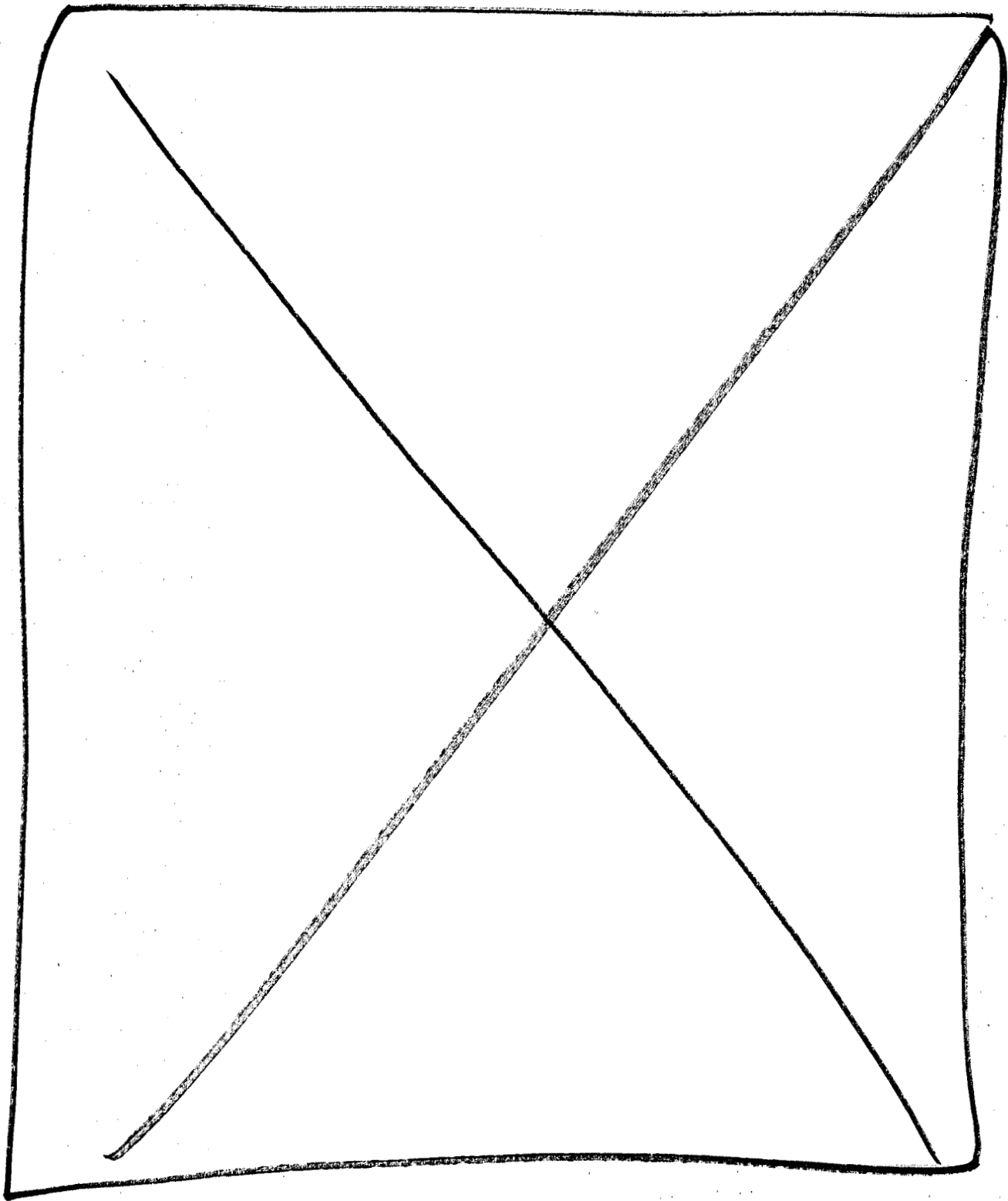
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Mr. Andrew Lawson  
September 12, 2005  
Page 3

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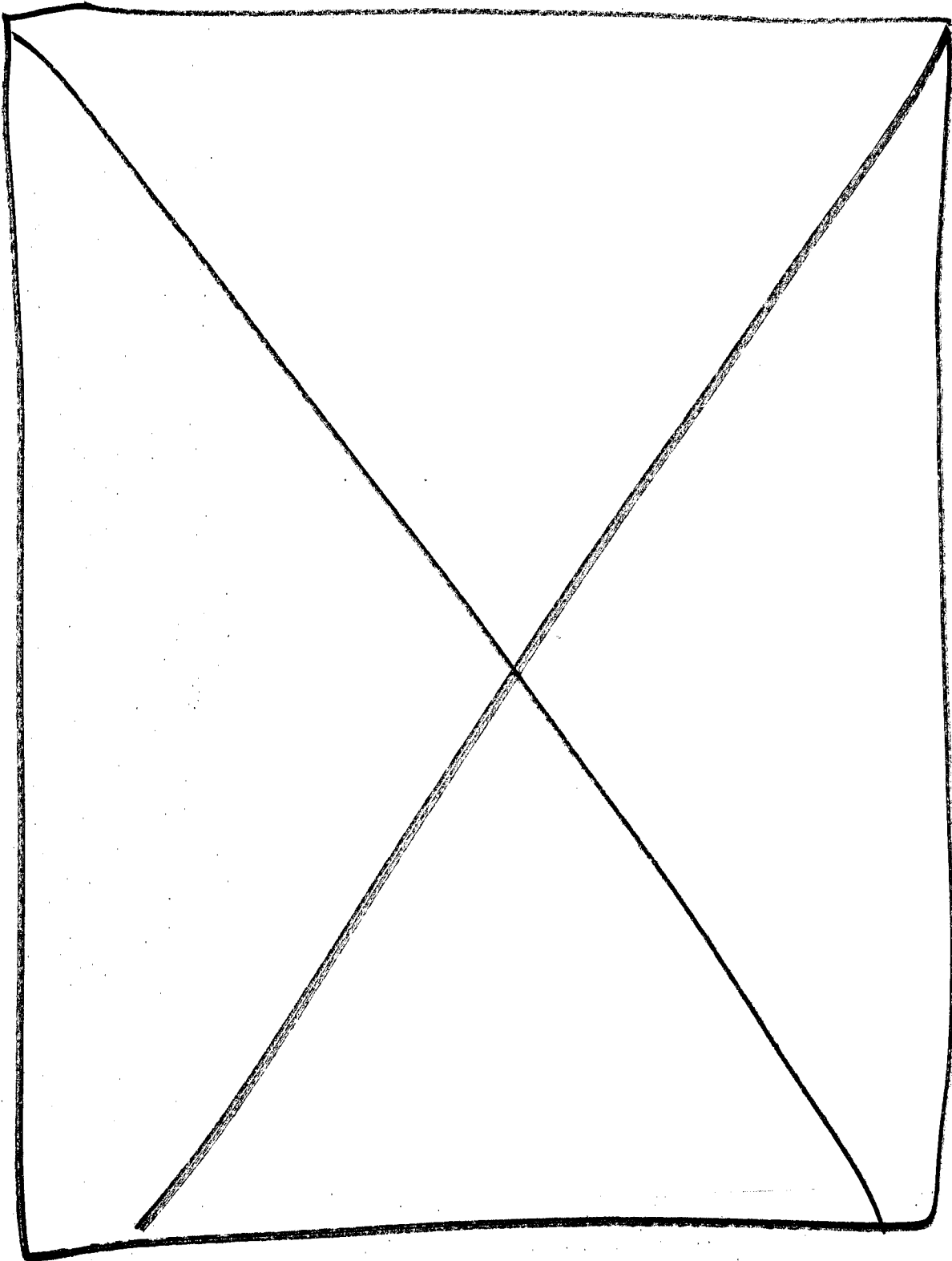
CONFIDENTIAL



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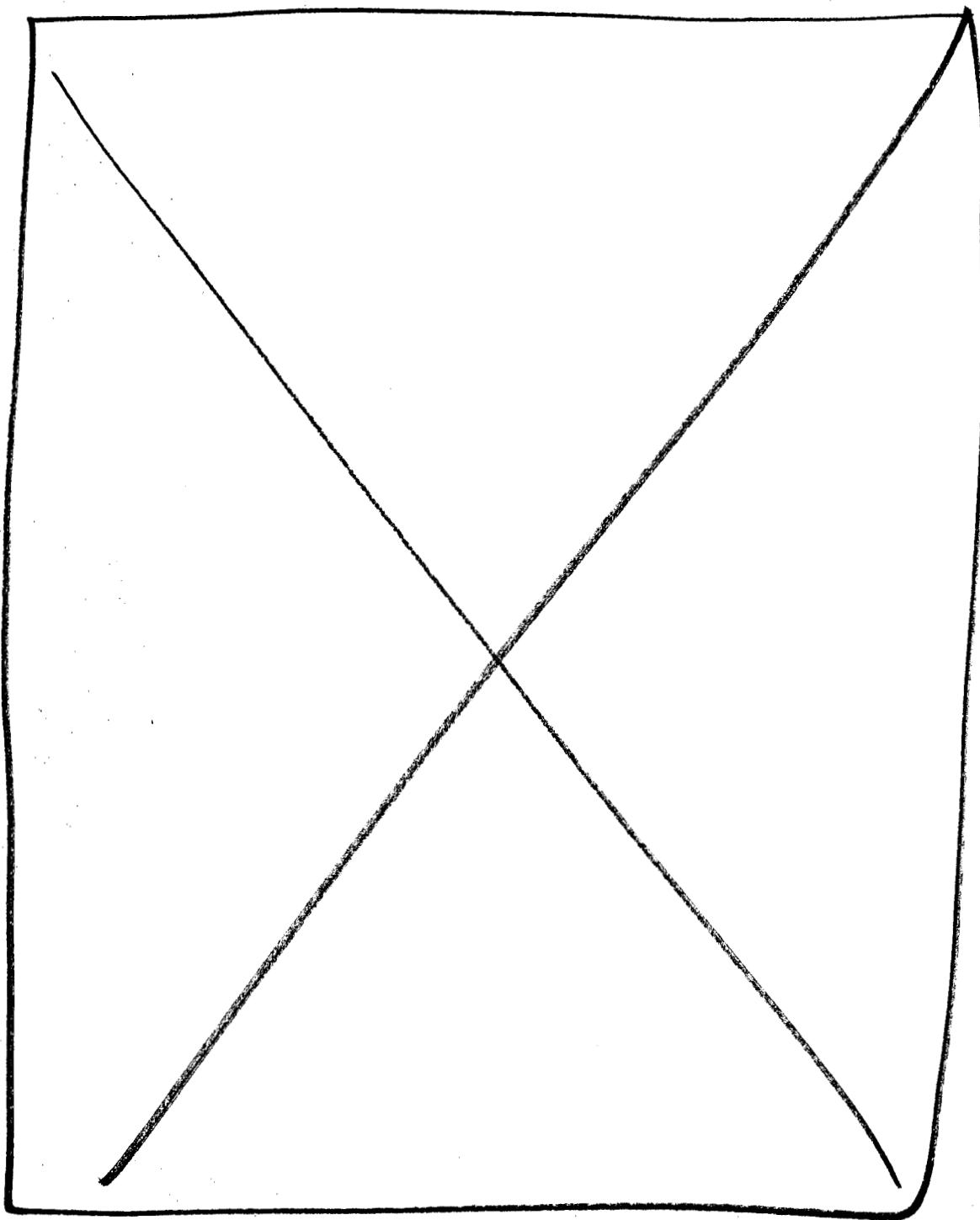
Mr. Andrew Lawson  
September 12, 2005  
Page 4

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## 2<sup>nd</sup> Amendment to the Agreement for the Sale and Purchase of Coal

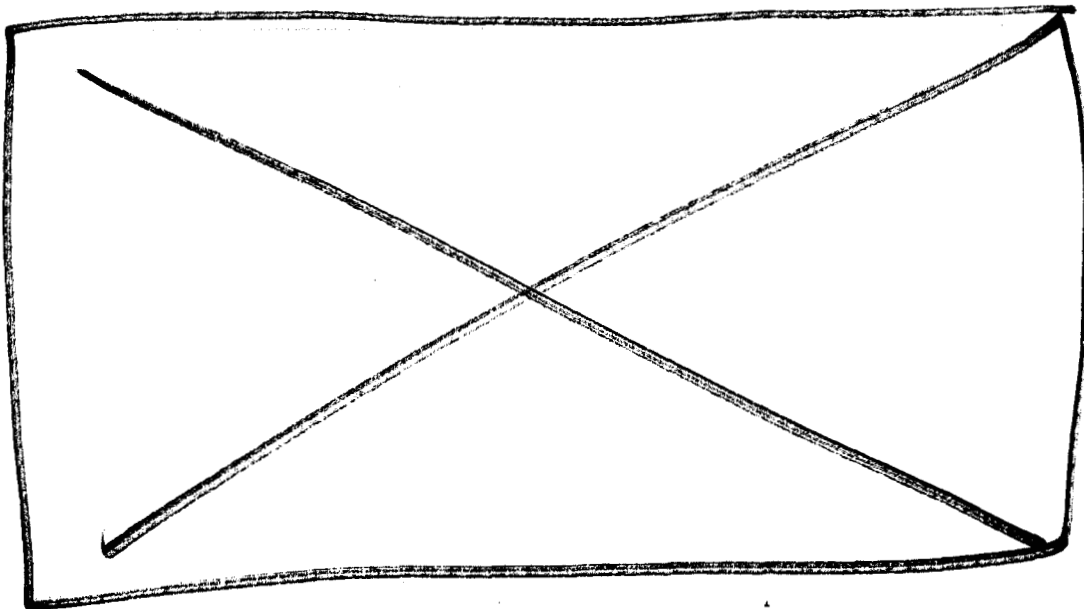
This 2<sup>nd</sup> Amendment to the Agreement for the Sale and Purchase of Coal (this "2<sup>nd</sup> Amendment") is made and entered into as of the 13<sup>th</sup> day of January 2006 (the "Effective Date") by and between Progress Fuels Corporation ("PFC" or "Purchaser") and Consol of Kentucky and Consol Sales Company ( hereinafter, collectively "CONSOL" or "Seller"). Each of Purchaser or Seller may sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Electric Fuels Corporation ("EFC") and CONSOL entered that certain Agreement for the Sale and Purchase of Coal dated January 1, 2002 (the "Agreement"), pursuant to which CONSOL agreed to sell and deliver and EFC agreed to purchase and accept certain quantities of coal, subject to the terms and conditions set forth therein;

WHEREAS, EFC and CONSOL entered into an Amendment to Agreement for the sale and Purchase of Coal dated December 8<sup>th</sup> 2004 ("Amendment") which among other changes acknowledged the name change of EFC to PFC.

WHEREAS, PFC and CONSOL desire to amend the Agreement and the Amendment as more specifically set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:



All other terms and conditions of the Agreement remain unchanged and in full force and effect.

REDACTED

PEF-FUEL-004485 – PEF-FUEL-004513  
OPC'S 8<sup>th</sup> POD #42

CONFIDENTIAL

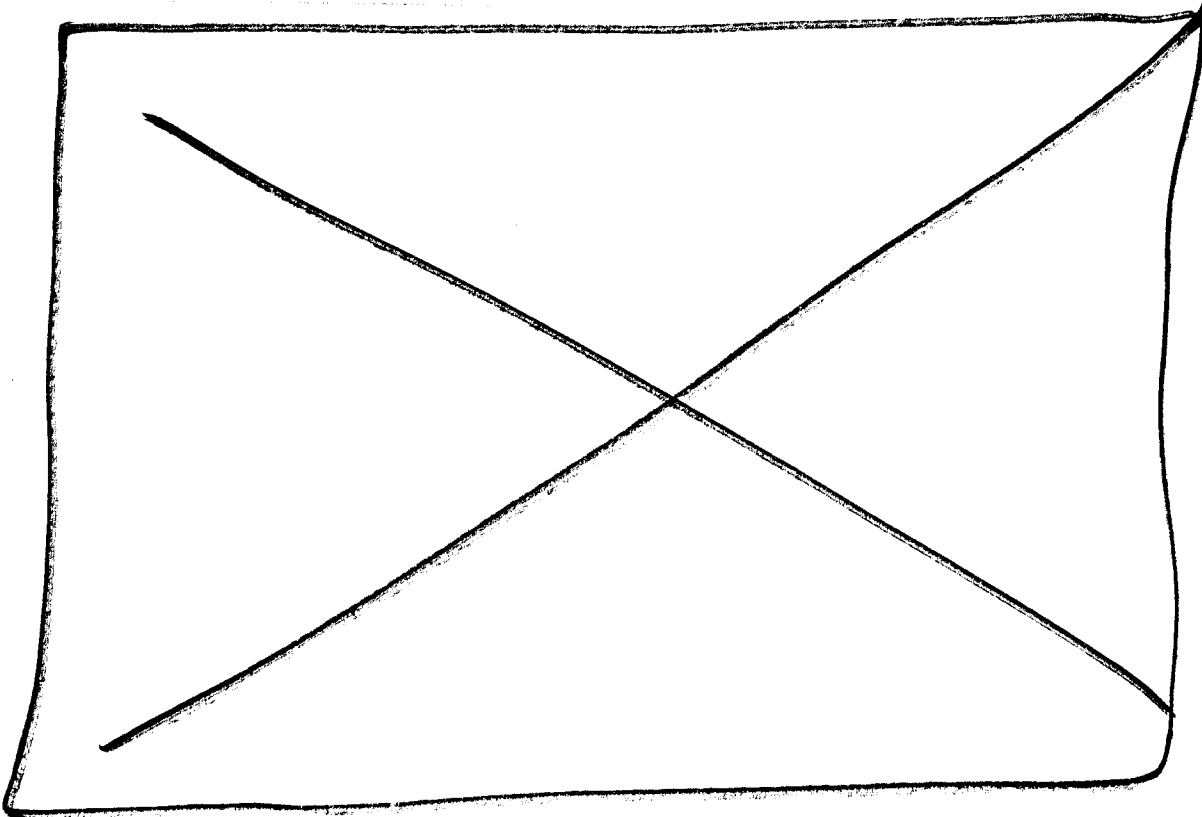


AMENDMENT TO INTENT TO PURCHASE TWO (2) CARGOS LETTER  
AGREEMENT

THIS AMENDMENT (hereinafter "Amendment"), effective as of the 24<sup>th</sup> day of October 2005, by and between Progress Fuels Corporation (PFC) and Glencore Ltd.(Glencore), to the Intent to Purchase two (2) Cargos, Letter Agreement dated September 12, 2005 (hereinafter the "Agreement"), by and between PFC and Glencore.

WHEREAS, PFC and Glencore have agreed to amend the Agreement as set forth below,

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



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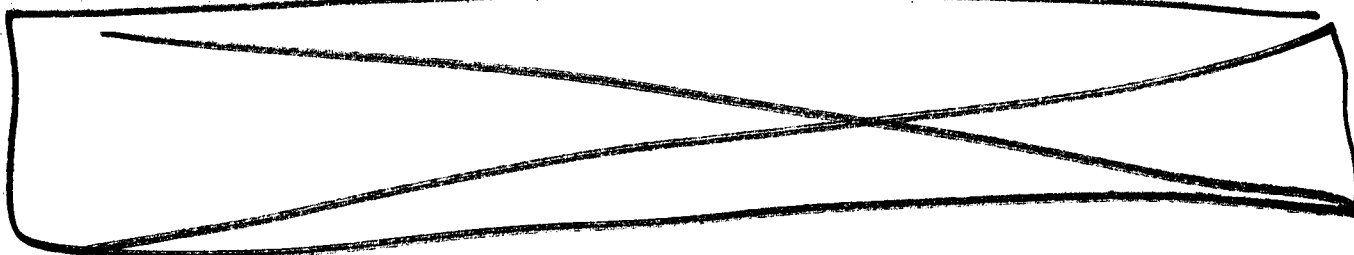
## AGREEMENT FOR THE SALE AND PURCHASE OF COAL

This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 17<sup>th</sup> day of September, 2004, between PROGRESS FUELS CORPORATION, a Florida corporation, 200 Central Avenue, One Progress Plaza, St. Petersburg, Florida, 33701 (hereinafter "PURCHASER") and INTEROCEAN COAL SALES, LDC, a Cayman Island BWI corporation (hereinafter "SELLER"),

WHEREAS, PURCHASER does supply coal to Progress Energy Florida, Inc., a Florida corporation (hereinafter "PEF"), under a long-term purchase and sale agreement for use as fuel at PEF's Crystal River Units No. 4 and No. 5 near Red Level, Citrus County, Florida (hereinafter "PEF's generating units"); and

WHEREAS, PURCHASER desires to purchase and SELLER desires to mine and sell coal for use as fuel in PEF'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:



REDACTED

PEF-FUEL-004517 – PEF-FUEL-004545  
OPC'S 8<sup>th</sup> POD #42

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**Progress Energy**

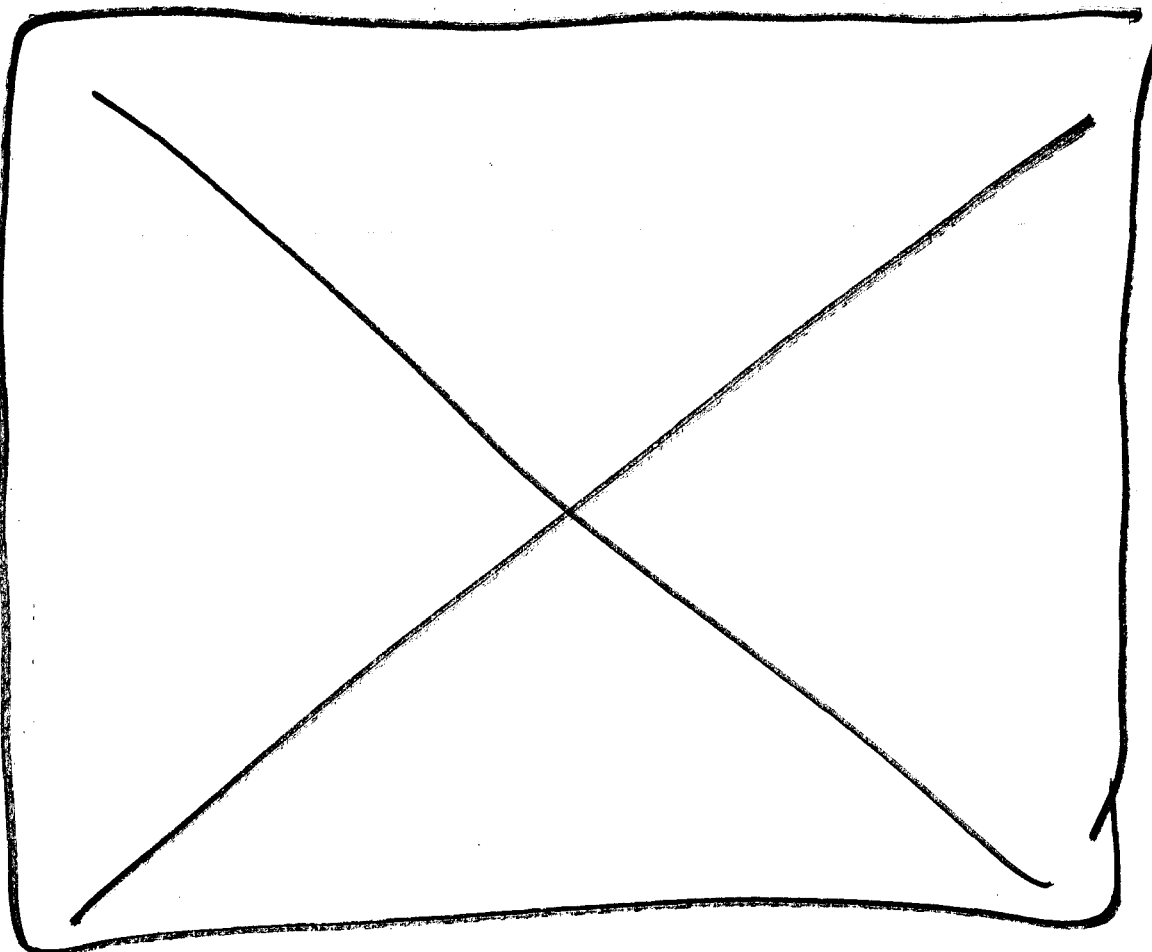
September 21, 2005

SENT VIA ELECTRONIC MAIL

Mr. Ken Hodak  
Arch Coal Sales, Inc.  
Cityplace One, Suite 350  
St. Louis, Missouri 63141

Dear Mr. Hodak:

This letter will confirm our acceptance of Arch Coal Sales, Inc.'s offer of September 16, 2005, wherein Arch Coal Sales, Inc. offered to sell and Progress Fuels Corporation (PFC) agreed to purchase 47,500 tons of 1.2 LB/SO<sub>2</sub> "compliance" sulfur coal for delivery during September (one train), October (two trains), November (one train), and December (one train) of 2005. If PFC fails to load the September train due to railroad failure to perform, Seller will have the option to make-up that train in the month of December.



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

PEF-FUEL-004546

REDACTED

PEF-FUEL-004547 – PEF-FUEL-004554  
OPC'S 8<sup>th</sup> POD #42



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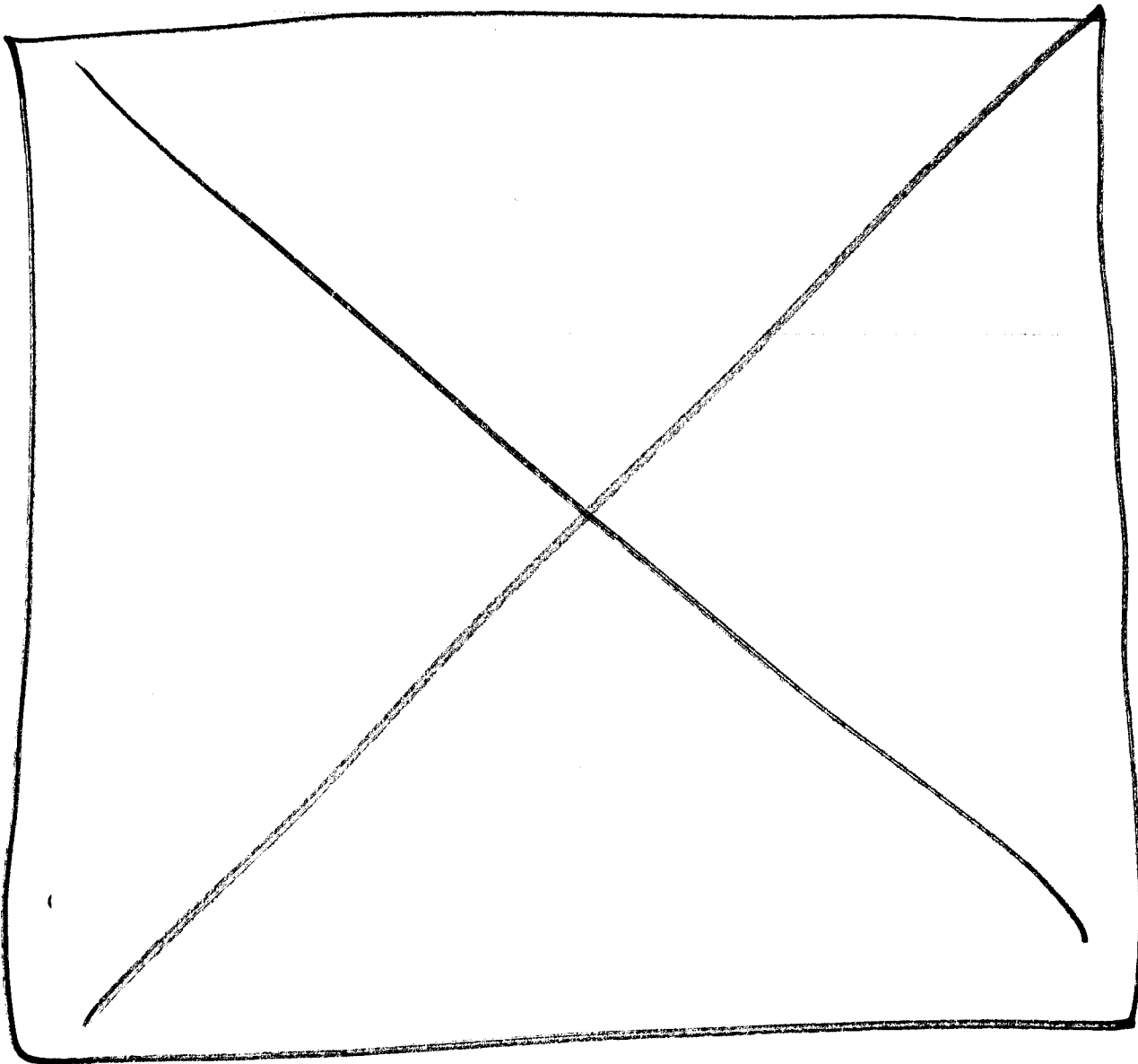


COAL PURCHASE CONFIRMATION

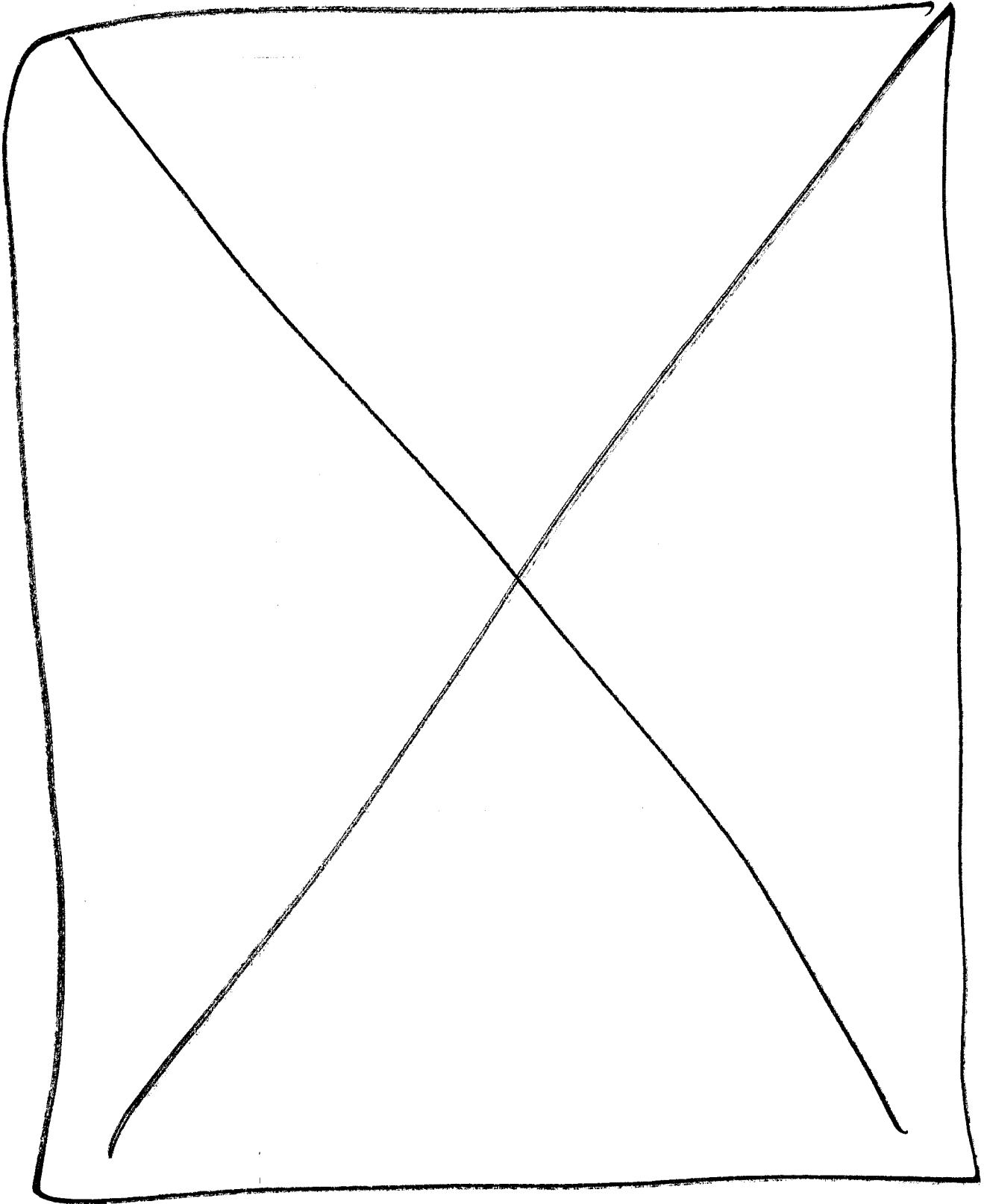
Confirmation #: PEF\_Glencore\_8-2005

Buyer: Progress Energy Florida, Inc.  
Brett Phipps  
410 S. Wilmington St. PEB10A  
Raleigh, NC 27601  
(P) 919-546-7750 (F) 919-546-2590

Seller: Glencore Ltd.  
Andrew Lawson  
Three Stamford Plaza  
301 Tresser Boulevard  
Stamford, CT 06901-3244  
(Ph) 203-328-3113

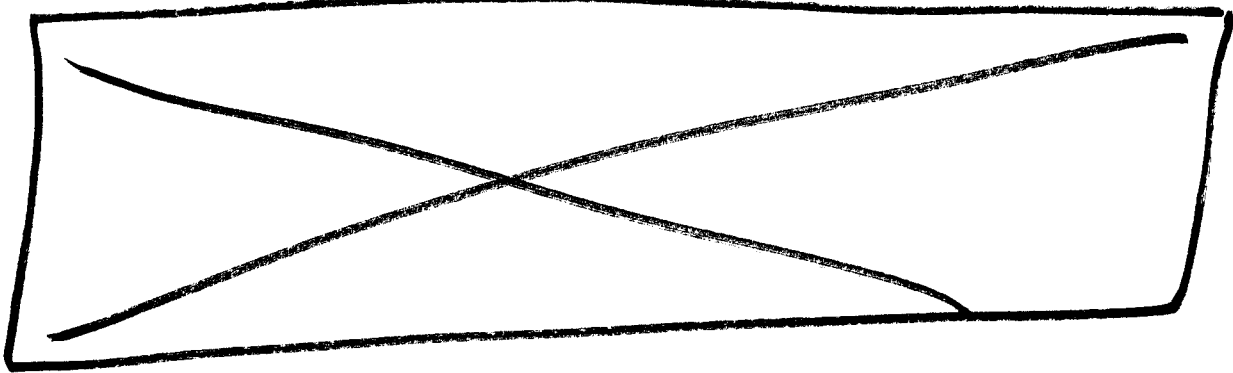


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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed (including by means of facsimile signatures), by their respective duly authorized representatives as of the first date mentioned herein.

Sincerely,  
Progress Energy Florida, Inc.

By:



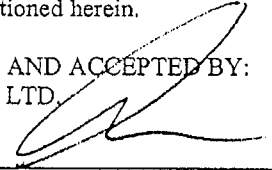
Name: Robert F. Caldwell

Title: V.P., Regulated Commercial Operations

Date: 2/24/06

AGREED TO AND ACCEPTED BY:  
GLENCORE, LTD.

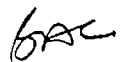
By:



Name: ANDREW LAWSON

Title: EXECUTIVE

Date: 12/21/05



**CONFIDENTIAL**

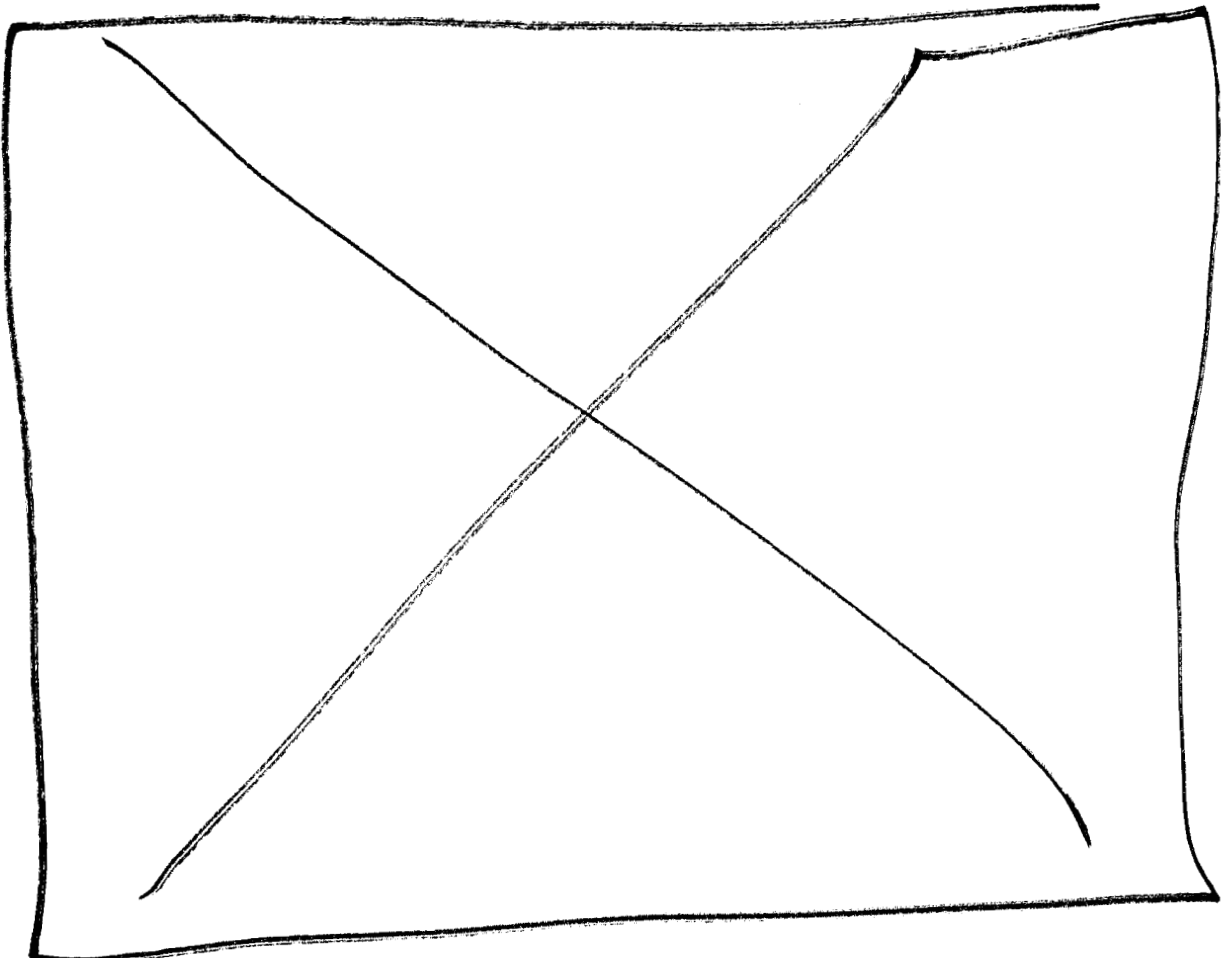
**Amendment to the Coal Purchase Confirmation**

This Amendment to the Agreement for the Sale and Purchase of Coal (this "Amendment") is made and entered into as of the 30<sup>th</sup> day of May 2006 (the "Effective Date") by and between Progress Energy Florida, Inc. ("PEF" or "Buyer") and Glencore Ltd. ("Glencore" or "Seller"). Each of Buyer or Seller may sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, PEF and Glencore entered that certain Coal Purchase Confirmation dated August 1, 2005 (the "Agreement"), pursuant to which Glencore agreed to sell and deliver and PEF agreed to purchase and accept certain quantities of coal, subject to the terms and conditions set forth therein;

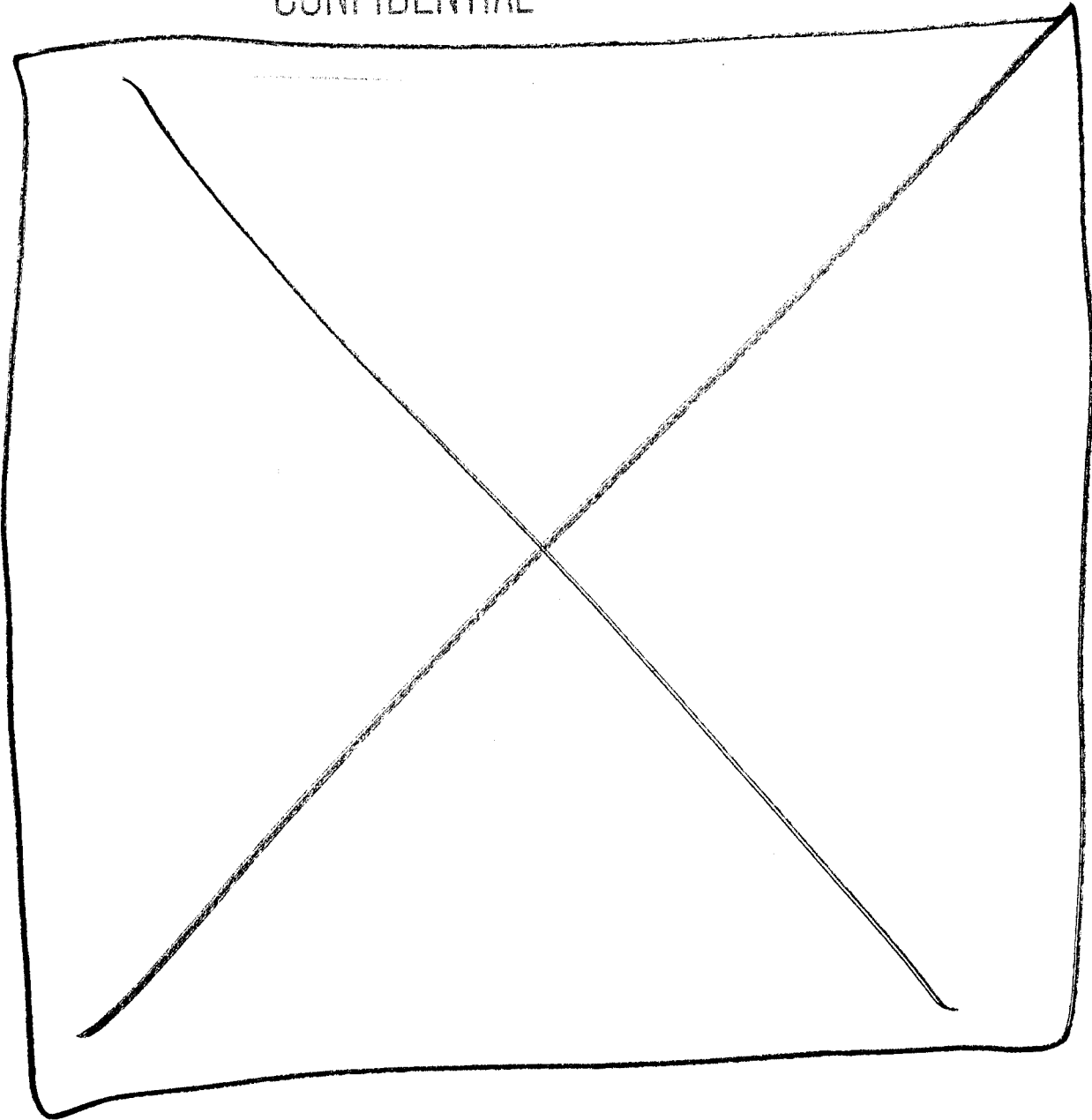
WHEREAS, PEF and Glencore desire to amend the Agreement as more specifically set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties and intending to be legally bound hereby, Buyer and Seller hereby agree as follows:



*ENC.*

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IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed by their duly authorized representative to be effective as of the Effective Date.

Progress Energy Florida, Inc.

*Alexander Weinmann*

By: Alexander Weinmann

Its: Director - Com.

Glencore Ltd.

*John J. McConaghay*

By: John J. McConaghay

Its: Com. Exec.

*5/21*

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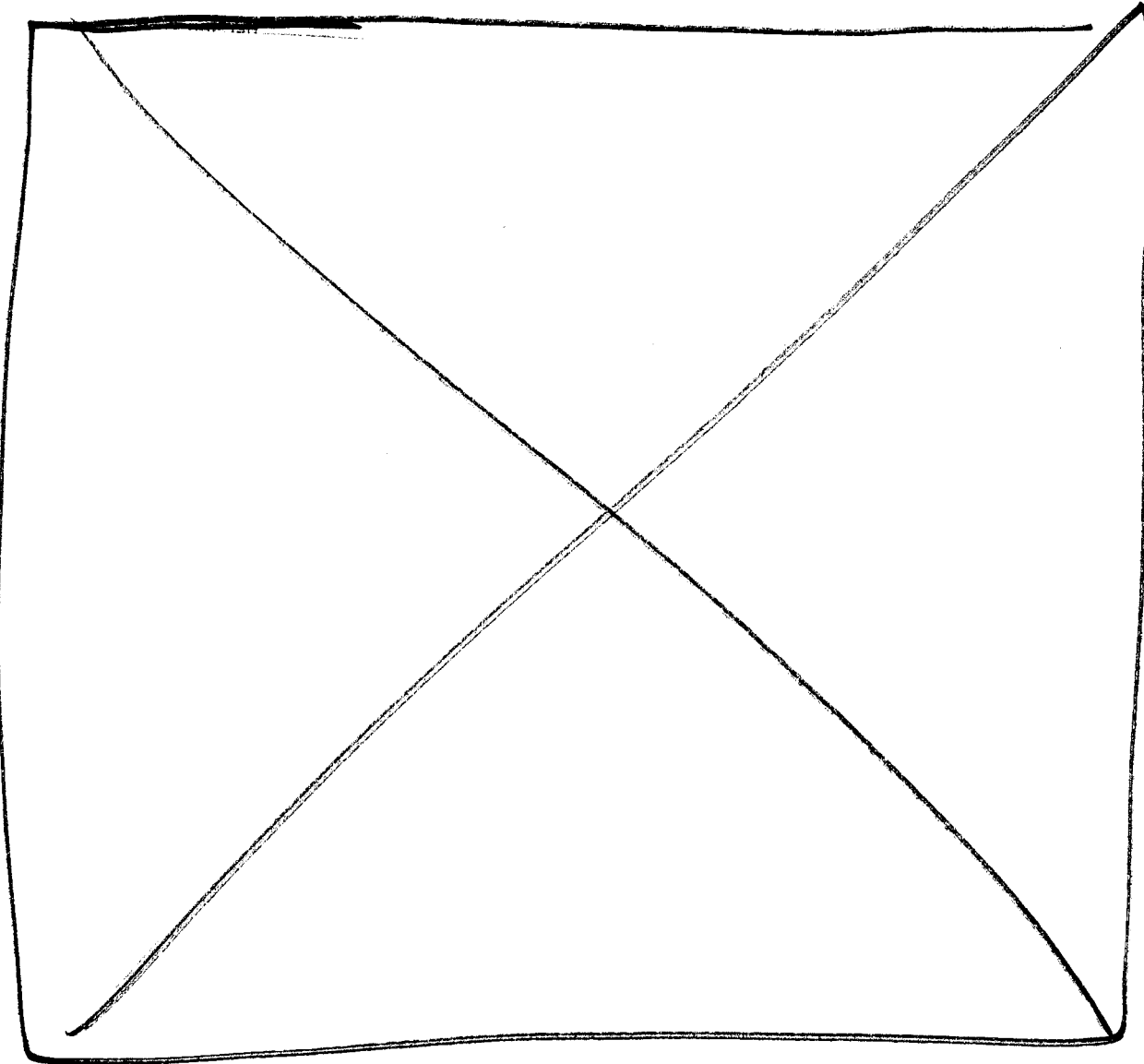


COAL PURCHASE CONFIRMATION

Confirmation #: PEF\_B&W 2006

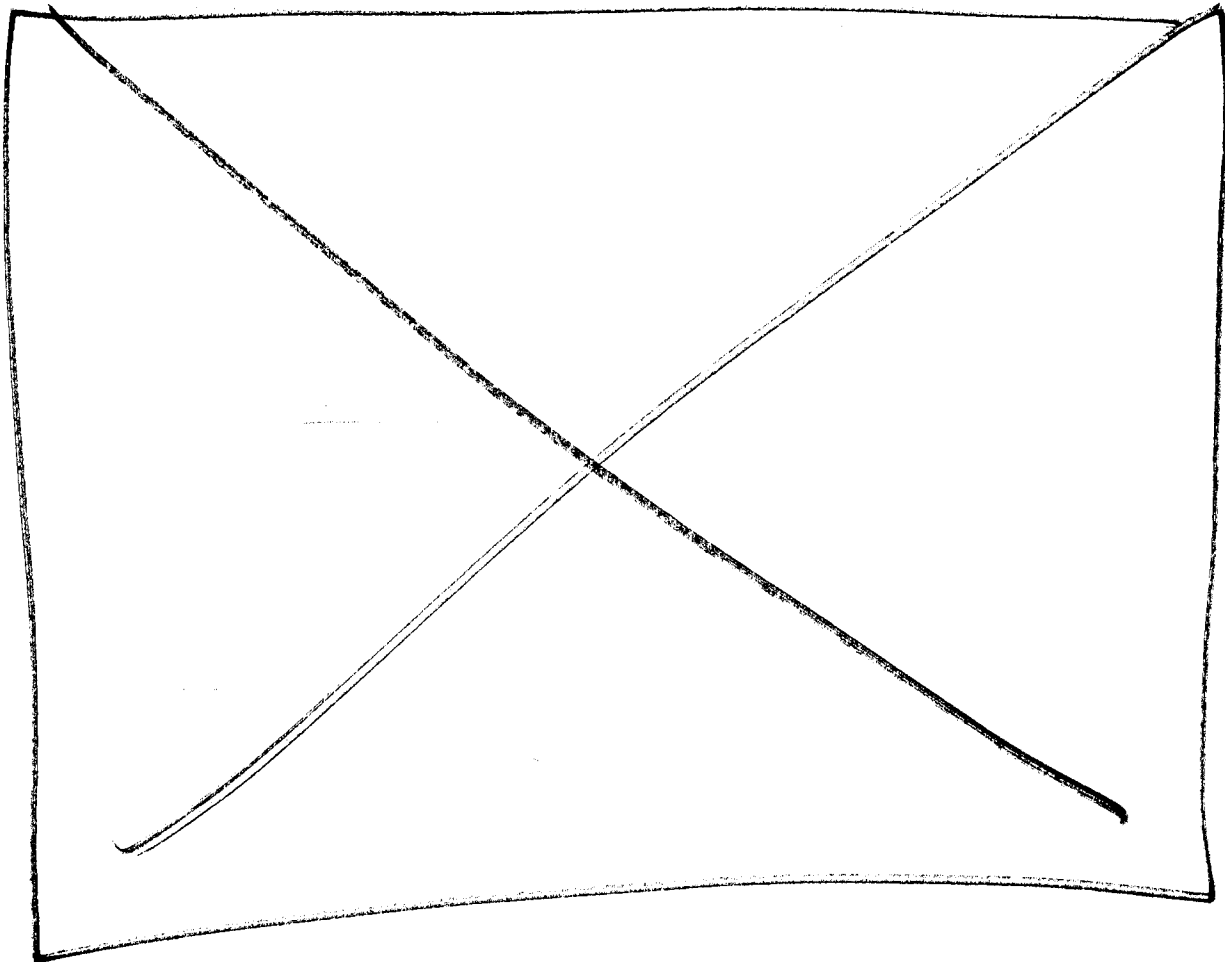
Buyer: Progress Energy Florida, Inc.  
410 S. Wilmington St. PEB10A  
Raleigh, NC 27601  
(P) 919-7750 (F) 919-546-2590

Seller: B&W Resources, Inc.  
819 S. HWY 11  
Manchester, KY 40962  
(P)(606) 599-8227(F)(609) 599-0612



A handwritten signature or initials, possibly "CEL", located in the bottom right corner of the page.

CONFIDENTIAL



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed (including, by means of facsimile signatures), by their respective duly authorized representatives as of the first date mentioned herein.

Sincerely,

Progress Energy Florida, Inc.

By:

Name:

Title:

Date:

*[Handwritten signature]*  
Robert H. Bateman  
V.P.  
4/6/06

AGREED TO AND ACCEPTED BY:

B&W Resources, Inc.

By:

Name:

Title:

Date:

*[Handwritten signature]*  
George Bygones  
VP  
3-27-06

*[Handwritten initials]*  
V.P.  
E.P.

*[Handwritten mark]*

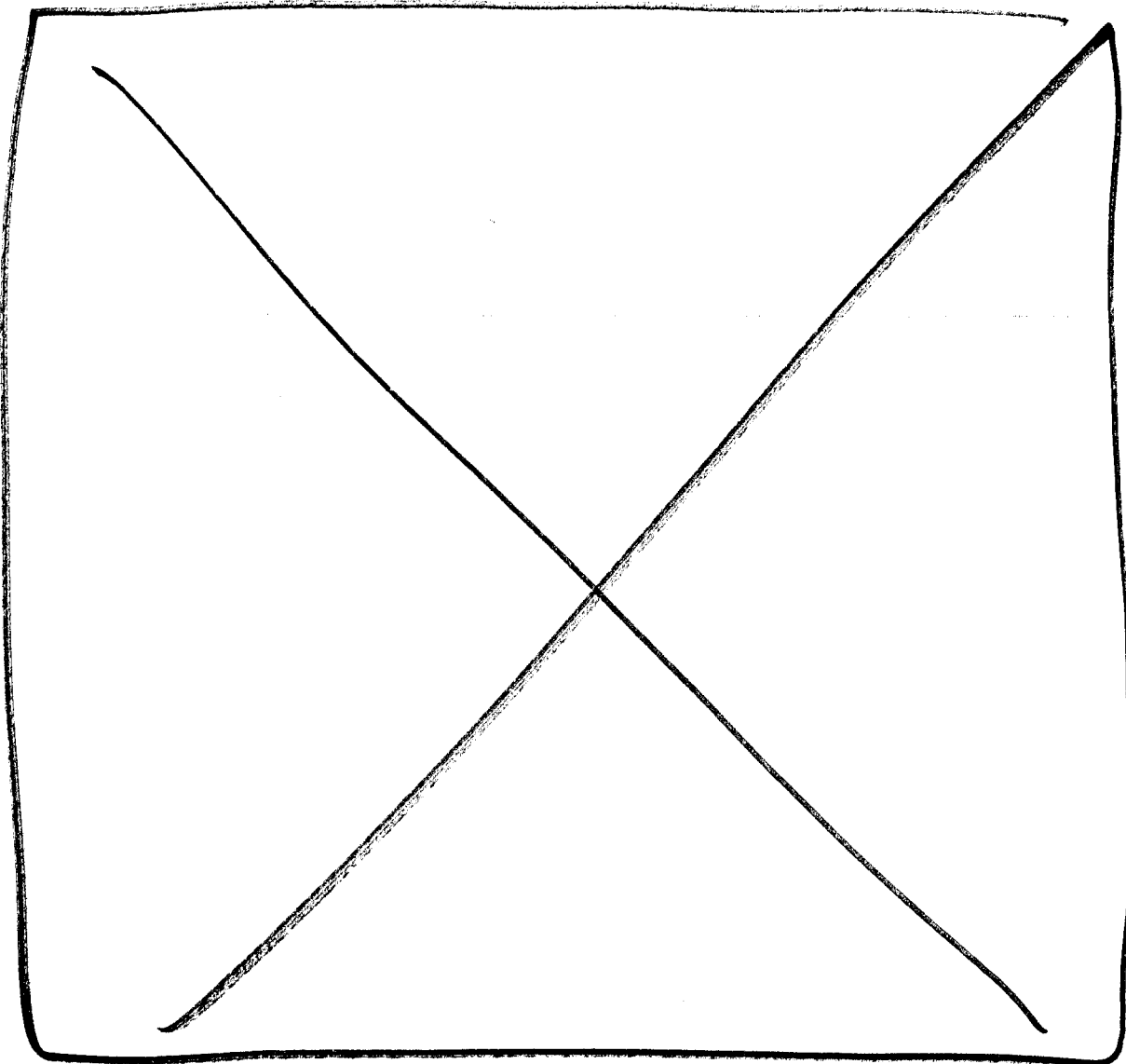


## COAL PURCHASE CONFIRMATION

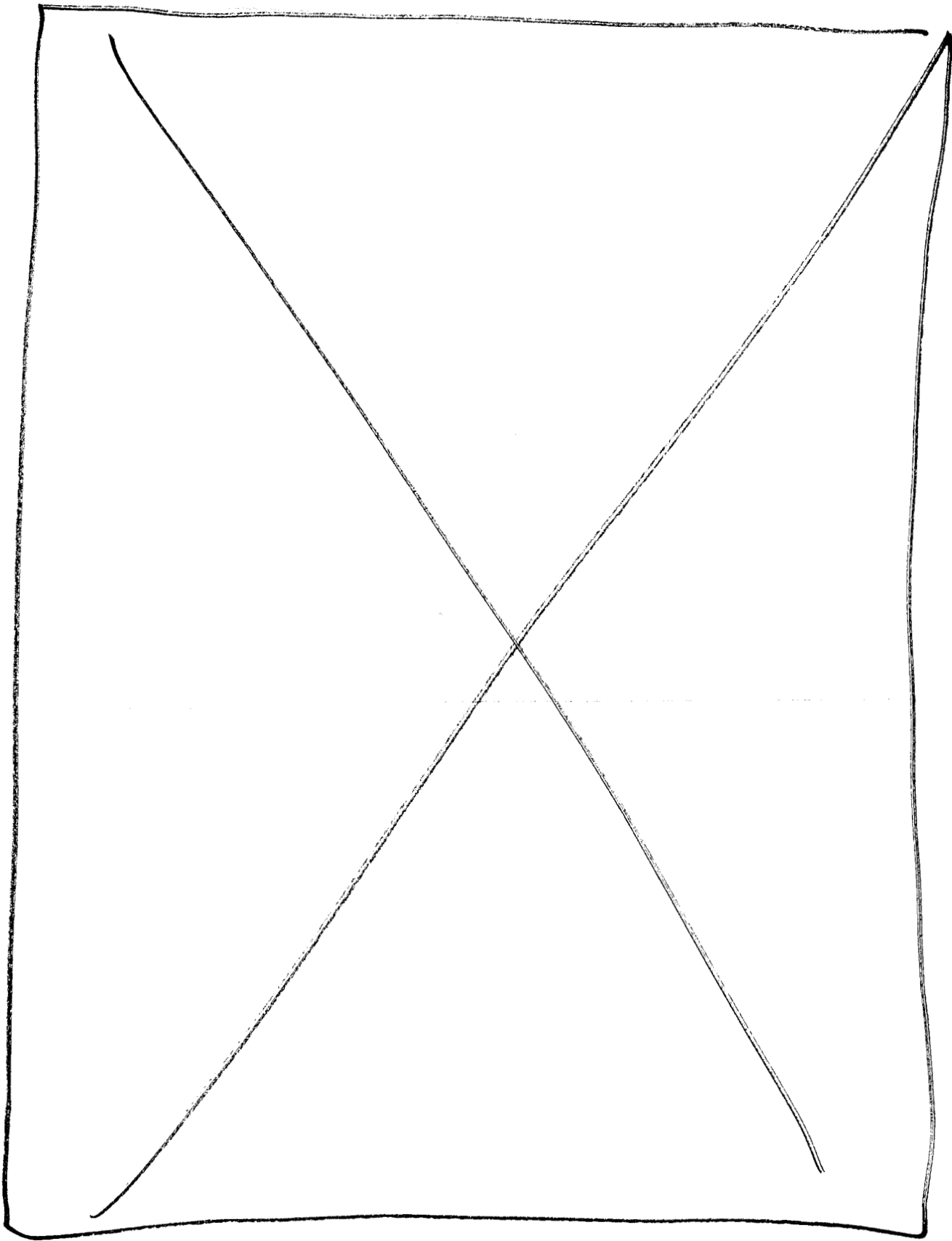
Confirmation #: 04.20.06\_Glencore\_PEF

Buyer: Progress Energy Florida, Inc.  
Brett Phipps  
410 S. Wilmington St. PEB10A  
Raleigh, NC 27601  
(P) 919-546-7750 (F) 919-546-2590

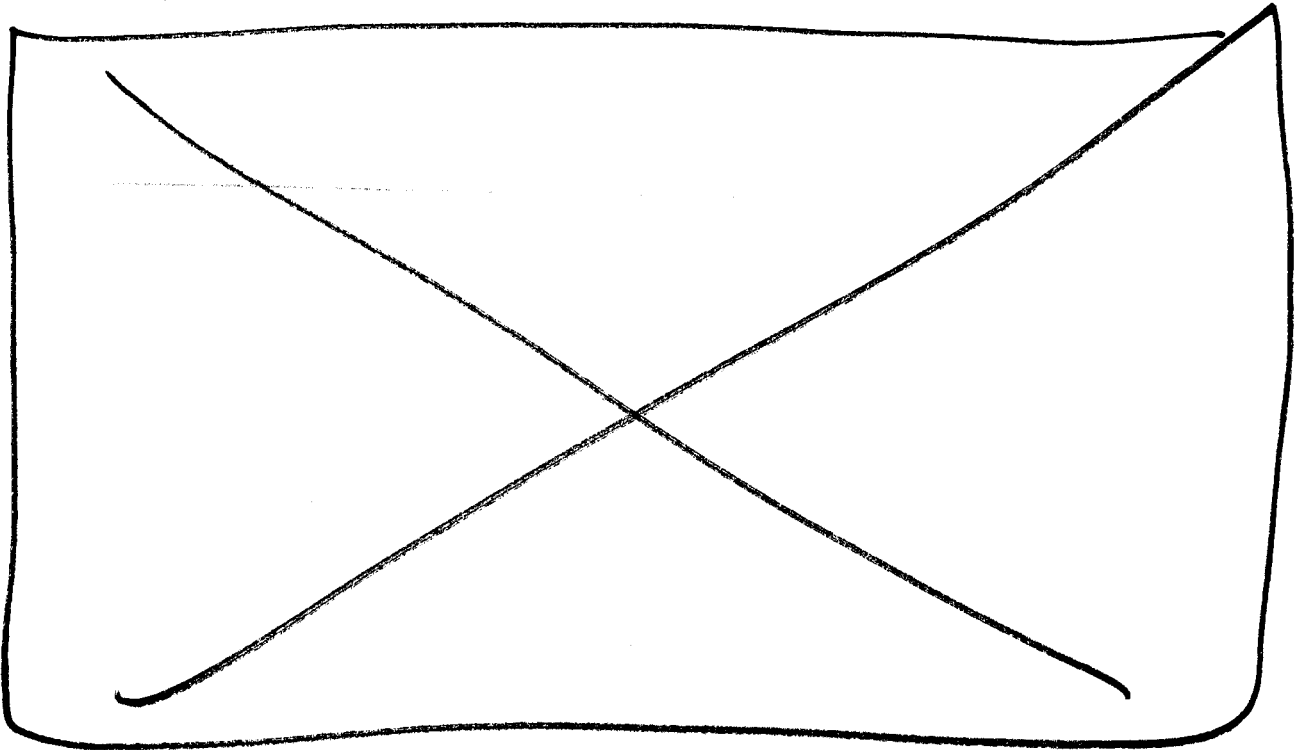
Seller: Glencore Ltd.  
Andrew Lawson  
Three Stamford Plaza  
301 Tresser Boulevard  
Stamford, CT 06901-3244  
(Ph) 203-328-3113







CONFIDENTIAL



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed (including by means of facsimile signatures), by their respective duly authorized representatives as of the first date mentioned herein.

Sincerely,  
Progress Energy Florida, Inc.

By: [Handwritten Signature]  
Name: Robert H. Barwood, Jr.  
Title: V.P.  
Date: 8/2/06

AGREED TO AND ACCEPTED BY:  
GLENCORE, LTD.

By: [Handwritten Signature]  
Name: DAVID PORTER  
Title: AUTHORIZED SIGNATORY  
Date: 7/21/06

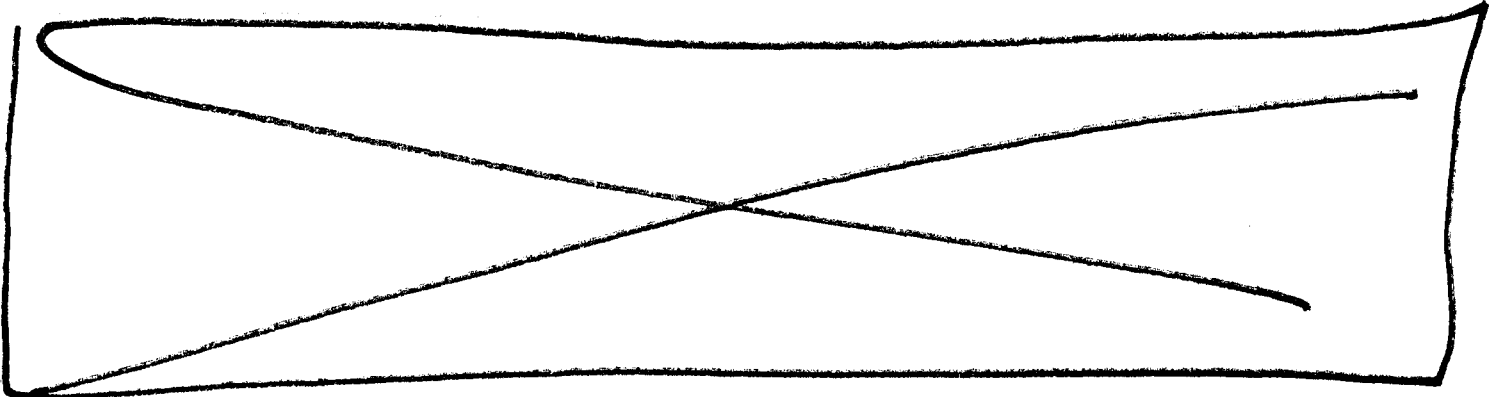
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**PEF COAL PROCUREMENT**

The outcomes of this Request for Proposal will support the Regulated Fuels Department 2006 Business Plan' strategy for environmental compliance. This strategy's key initiative is to purchase coal for delivery in years 2007-2009. Coal suppliers from a number of regions, domestically and offshore, will receive a copy of the request.

Targets for procurement from this RFP are as follows:

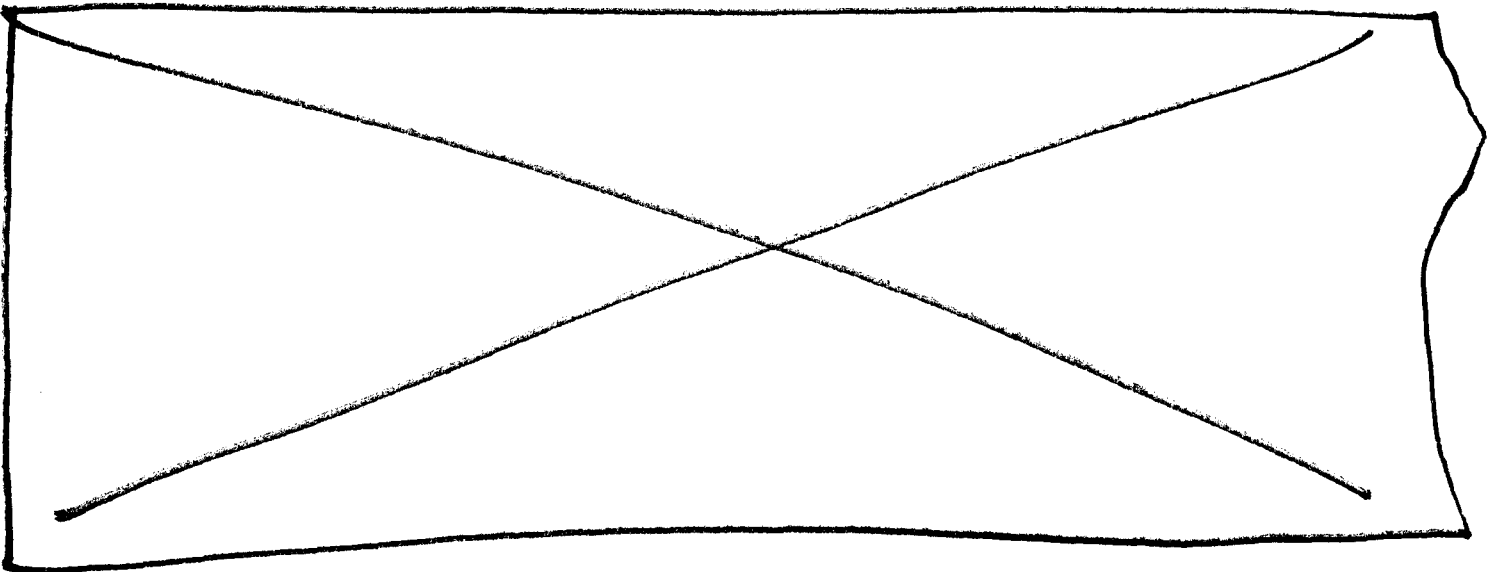


**RFP RESPONSE SUMMARY**

Twenty two suppliers responded to the RFP with approximately over one hundred unique responses.

**RFP Analysis Assumptions and Methodologies**

**Transportation Assumptions**



**Results and Recommendations**

**Compliance Coal Strategy**

- 1.
- 2.

**NON-COMPLIANCE COAL STRATEGY**

**RISK ASSESSMENT AND OTHER**

- 1.

**STRATEGY SUMMARY**

