

REDACTED

EXHIBIT B

DOCKET 070001-EI

Progress Energy

1 ECR

DOCUMENT NUMBER-DATE

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EDSO-COMMISSION OF FRK

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2nd PODs

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070001-EI

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

**SPECIFIED
CONFIDENTIAL**

1. Report for: Mo. 02/2007
2. Reporting Company: Florida Power Corporation
3. Plant Name: Transfer Facility - IMT

4. NAME, TITLE, TELEPHONE NUMBER OF CONTACT PERSON CONCERNING DATA
SUBMITTED ON THIS FORM: Jon Putnam, Business Financial Analyst, (919) 546-6368

5. Signature of Official Submitting Report: Jon Putnam
Jon Rutledge - Lead Business Financial Analyst

6. DATE COMPLETED: 4/12/2007

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	Central Coal Company PEF	8, WV, 39	MTC	B					0.67	12,484	10.81	6.58
2	Glencore Ltd.	999, IM, 45	MTC	OB					0.65	12,302	6.21	9.11
3	Keystone Industries LLC	8, WV, 39	MTC	B					0.71	12,625	10.21	6.31

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

**SPECIFIED
CONFIDENTIAL**

1. Report for: Mo. 02/2007
 2. Reporting Company: Florida Power Corporation
 3. Plant Name: Crystal River 1 & 2

4. NAME, TITLE, TELEPHONE NUMBER OF CONTACT PERSON CONCERNING DATA
 SUBMITTED ON THIS FORM: Jon Putnam, Business Financial Analyst, (919) 546-6368

5. Signature of Official Submitting Report : Joel Rutledge
 Joel Rutledge - Lead Business Financial Analyst

6. DATE COMPLETED: 4/12/2007

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	B&W Resources Inc	8, KY, 51	MTC	UR					0.83	12,399	10.11	6.26
2	CAM Mining LLC - PEF	8, KY, 195	MTC	UR					1.00	12,538	11.45	5.65
3	Consol Energy Inc	8, KY, 119	MTC	UR					1.02	12,619	8.85	6.49
4	Constellation Energy Commodities Group Inc.	8, KY, 195	MTC	UR					0.94	12,584	11.40	4.76
5	ICG LLC	8, KY, 119	MTC	UR					1.06	12,648	10.08	5.50
6	Massey Utility Sales Company - PEF	8, KY, 195	MTC	UR					0.79	12,217	11.37	5.87
7	Trinity Coal Marketing LLC	8, KY, 193	LTC	UR					1.08	12,365	10.24	6.47

PEF-07FL-001340

MONTHLY REPORT OF COST AND QUALITY OF COAL FOR ELECTRIC PLANTS
ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY



1. Report for: Mo. 02/2007
 2. Reporting Company: Florida Power Corporation
 3. Plant Name: Crystal River 4 & 5

4. NAME, TITLE, TELEPHONE NUMBER OF CONTACT PERSON CONCERNING DATA
 SUBMITTED ON THIS FORM: Jon Putnam, Business Financial Analyst, (919) 546-6368

5. Signature of Official Submitting Report : Joel Rutledge
 Joel Rutledge - Lead Business Financial Analyst

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									Percent Sulfur (%)	Btu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Alliance MC Mining - PEF	8, KY, 195	MTC	UR					0.70	12,676	9.28	5.96
2	Massey Utility Sales Company - PEF	8, WV, 5	MTC	UR					0.71	12,644	12.12	4.75
3	Transfer Facility	N/A	N/A	GB					0.64	12,457	6.24	8.87
4	Transfer Facility	N/A	N/A	GB					0.64	12,208	7.40	9.72

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ORIGIN, TONNAGE, DELIVERED PRICE AND AS RECEIVED QUALITY

**SPECIFIED
CONFIDENTIAL**

1. Report for: Mo. 02/2007
2. Reporting Company: Florida Power Corporation
3. Plant Name: Transfer Facility - TECO

4. NAME, TITLE, TELEPHONE NUMBER OF CONTACT PERSON CONCERNING DATA
SUBMITTED ON THIS FORM: Jon Putnam, Business Financial Analyst, (919) 546-6368

5. Signature of Official Submitting Report : Joel Rutledge
Joel Rutledge - Lead Business Financial Analyst

6. DATE COMPLETED: 4/12/2007

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 (%)	Bitu Content (Btu/lb)	Percent Ash (%)	Percent Moisture (%)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
1	Koch Carbon LLC	8, KY, 19	S	B					0.67	11,779	11.46	8.66

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1. Report for: Mo. 02/2007
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 Joel Rutledge - Lead Business Financial Analyst

6. DATE COMPLETED: 4/12/2007

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	Central Coal Company PEF	8, WV, 39	MTC								
2	Glencore Ltd.	999, IM, 45	MTC								
3	Keystone Industries LLC	8, WV, 39	MTC								

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1. Report for: Mo. 02/2007
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Jon Putnam - Lead Business Financial Analyst

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Line No. ¹	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	B&W Resources Inc	8, KY, 51	MTC								
2	CAM Mining LLC - PEF	8, KY, 195	MTC								
3	Consol Energy Inc	8, KY, 119	MTC								
4	Constellation Energy Commodities Group Inc.	8, KY, 195	MTC								
5	ICG LLC	8, KY, 119	MTC								
6	Massey Utility Sales Company - PEF	8, KY, 195	MTC								
7	Trinity Coal Marketing LLC	8, KY, 193	LTC								

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1. Report for: Mo. 02/2007
 2. Reporting Company: Florida Power Corporation
 3. Plant Name: Crystal River 4 & 5

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5. Signature of Official Submitting Report : Joe Rutledge
 Joe Rutledge - Lead Business Financial Analyst

6. DATE COMPLETED: 4/12/2007

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	Alliance MC Mining - PEF	8, KY, 195	MTC								
2	Massey Utility Sales Company - PEF	8, WV, 5	MTC								
3	Transfer Facility	N/A	N/A								
4	Transfer Facility	N/A	N/A								

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(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Koch Carbon LLC	8, KY, 19	S								

OPC
2nd PODs

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070001-EI

1.02 Warranty of SELLER. SELLER represents and warrants that SELLER or its affiliates own, lease or control 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 represents to PURCHASER that it has access to 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 [REDACTED] tons for 2005 and [REDACTED] for 2006.

1.04 Term. The initial term of this Agreement will commence on January 1, 2005, and will continue in effect for a period of [REDACTED] months.

1.05 Base Price. The base price per net ton of coal (hereinafter "base price") shall be [REDACTED] Dollars and [REDACTED] Cents (United States Dollars) (\$ [REDACTED] USD) FOB purchaser's barge loaded at the Alabama State Docks, per net ton for 2005 and [REDACTED] Dollars (United States Dollars) (\$ [REDACTED] USD) FOB purchaser's barge for 2006 loaded at the Alabama State Docks, adjusted on a per barge basis 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. A net ton is defined as 2,000 pounds "avoirdupois".

1.06 Billing and Payment. SELLER shall invoice PURCHASER for the coal delivered to PURCHASER on a per barge basis 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.

In the event demurrage is incurred at the McDuffie Terminal in Mobile, Alabama (McDuffie"), SELLER shall pay the corresponding demurrage rate set forth in Appendix B within forty-five (45) days after receipt of the pertinent statement of facts and invoice PURCHASER.

2.01 Weighing. The net weight of coal sold and delivered hereunder shall be determined by certified draft survey at the load port by an independent surveyor mutually agreed upon by both parties. The cost of the survey shall be for SELLER'S account. PURCHASER reserves the right to witness the weighing procedure.

2.02 Delivery and Title. All coal to be supplied under this Agreement shall be from SELLER'S affiliate Pribbenow mine located in Colombia, South America. Delivery shall commence on or about January 1, 2005, and shipments shall be as uniform as practicable during contract period, plus or minus ten percent (10%). SELLER and PURCHASER shall mutually agree on actual shipment dates. For months in which SELLER, other than reasons of force majeure and defenses available to Seller, fails to achieve these delivery rates through no fault of PURCHASER'S (i.e., McDuffie can receive vessel, or gulf barges are available as scheduled), SELLER shall pay PURCHASER the difference, if any, over the amount of [REDACTED] United States Dollars (\$ [REDACTED] USD) per ton for all tons which Purchaser pays to others for coal to replace Seller's coal, which SELLER failed to load, ^{RS 6/7/05} ~~as scheduled in accordance with Section 2.03.~~ Should Purchaser elect to replace coal which Seller fails to load, Seller will first have the option to provide replacement coal.

Make-up of tons not loaded as scheduled shall be at PURCHASER'S sole discretion.

APPENDIX B

Vessel Demurrage Provision

Demurrage rate escalates quarterly under PURCHASER'S contract with its barge carrier. Current demurrage is ██████████ per hour.

releases and discharges Assignor from any and all further duties, obligations and liability under and with respect to the Assigned Agreement as of and after the Effective Date.

2. Amendments.

- (a) Delivery Shortfalls. The Parties agree that [REDACTED] tons of coal that were originally schedule to be delivered, purchased and received, as applicable, during the term of the Contract remain outstanding (the "Shortfall Tons"). The Parties further agree that Interocean shall sell and deliver and PEF shall purchase and accept the Shortfall Tons during the period commencing January 1, 2007 and ending on [REDACTED], inclusive ("Contract Year 2007") on an approximately ratable basis during Contract Year 2007.
- (b) Price. The Price for the Shortfall Tons shall be the 2006 Contract Price of \$ [REDACTED] per ton (USD), FOB PEF's or it's contractors', as applicable, barges loaded at the Alabama State Docks, adjusted on a per barge basis for quality in accordance with the provisions of Section 1.05 of the Contract.

3. Releases.

- (a) Release of Interocean. Upon delivery and acceptance hereunder of the Shortfall Tons PFC and PEF shall, without need for further documentation or action, release and forever discharge Interocean and its present and former shareholders, employees, agents, officers, directors, affiliates, guarantors, successors, assigns and representatives from any and all claims, obligations, causes of action, losses, or damages of any nature whatsoever, now in existence or occurring hereafter, known or unknown, whether in law, equity or otherwise, arising from or related to Interocean's failure to sell and deliver the Shortfall Tons.
- (b) Release of PFC and PEF. Upon delivery and acceptance hereunder of the Shortfall Tons Interocean shall, without need for further documentation or action, release and forever discharge PEF and PFC, and each of their respective present and former shareholders, employees, agents, officers, directors, affiliates, guarantors, successors, assigns and representatives from any and all claims, obligations, causes of action, losses, or damages of any nature whatsoever, now in existence or occurring hereafter, known or unknown, whether in law, equity or otherwise, arising from or related to any failure to purchase and receive the Shortfall Tons.
- (c) Claims Not Released. It is specifically understood and agreed that the foregoing releases shall not constitute a waiver, release or abandonment of any claim by any Party for breach by any Party of any term, condition, or provision of this Assignment Agreement or the Assigned Agreement.

Interocean Coal Sales, LDC

INVOICE

c/o Truman Bodden & Co., Anderson
 Square Bldg. (3rd Fl.) P.O.Box 866
 George Town Gr: CI
 British West Indies
 TELEPHONE 345-949-7555

INVOICE
 NUMBER 23264

PLEASE REMIT TO:

Via Fed Wire from Inside the U.S.
 JPMorgan Chase Bank, N. A.
 ████████████████████████████
 Credit Scotiabank (Cayman Islands) Ltd.
 ████████████████████████████
 Intercocean Coal Sales, LDC
 Scotiabank Account #20039-10

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002027
 Progress Fuels Corp
 Attn: Regulated Back Office
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh NC 27601
 USA

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DESCRIPTION	WEIGHT	WT CODE	UNIT PRICE	CARRIER NUMBER	AMOUNT		
CUSTOMER PURCHASE ORDER NUMBER		CARRIER		INVOICE DATE		SHIPMENT DATE	
		Ship EMI-1850		1/11/2007		1/2/2007	
CONTRACT NUMBER		TERMS					
		20 days aftr receipt of inv					
Coal	████████	NT	████████		✓ ██████████		
Quality Adjustment (Penalty)	████████	NT			✓ ██████████		
<div style="background-color: black; height: 15px; width: 100%;"></div>							
						✓	
INVOICE TOTALS:		████████				████████	

ORIGINAL

Interocean Coal Sales, LDC

INVOICE

c/o Truman Bodden & Co., Anderson
 Square Bldg. (3rd Fl.) P.O.Box 866
 George Town Gr: CI
 British West Indies
 TELEPHONE 345-949-7555

INVOICE NUMBER 23321

PLEASE REMIT TO:

Via Fed Wire from Inside the U.S.
 JPMorgan Chase Bank, N. A.
 Credit Scotiabank (Cayman Islands) Ltd.
 Interocean Coal Sales, LDC
 Scotiabank Account #20039-10

SOLD TO

002027
 Progress Fuels Corp
 Attn: Regulated Back Office
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh NC 27601
 USA

SHIP TO

CUSTOMER PURCHASE ORDER NUMBER	CARRIER	INVOICE DATE	SHIPMENT DATE		
	Ship EMI-1850	2/9/2007	1/28/2007		
CONTRACT NUMBER	TERMS				
	20 days aftr receipt of inv				
DESCRIPTION	WEIGHT	WT CODE	UNIT PRICE	CARRIER NUMBER	AMOUNT
Coal		NT			
Quality Adjustment (Penalty)		NT			
Quality Adjustment (Penalty)		NT			
INVOICE TOTALS:					

ORIGINAL



Progress Energy

COAL PURCHASE CONFIRMATION

Confirmation #: CCS_PEF_07-08 Coal (dated 2/15/06)

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

Seller: Central Coal Company
148 Bristol East Road
Bristol, VA 24202
(P)276-669-8599 (F) 276-669-3543

The purpose of this letter is to confirm the agreement entered into this 15th day of February, 2006, between Central Coal Company ("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.

Product Description: Physical CAAP Bituminous Coal
Seller: Central Coal Company
Buyer: Progress Energy Florida, Inc.
Term (Delivery Period): [REDACTED]
Contract Quantity: [REDACTED] tons total; shipped ratably at approximately [REDACTED] tons per month.
Contract Price: [REDACTED] per Ton FOB Barge
Delivery Point(s): FOB Barge Marmet Pool
Production Source(s): Kanawha Eagle Mine
Destination Plant(s): Buyer's Crystal River Units No. 4 and No.5 Bear Red Level, Citrus County, Florida.
Quality Specifications: All Coal delivered hereunder shall meet the Quality Specifications specified in the following table for each of the listed criteria. The Rejection Limits shall be as specified in the following table for each of the listed criteria. All amounts are as measured on an as-received basis in accordance with ASTM standards.

	Quality Specification	Rejection Limit
BTU:	12,300 Btu/lb. monthly weighted average	12,000 Btu/lb. monthly weighted average
S0, lbs./MMBtu:	1.20 lbs. monthly weighted average	1.20 lbs.
Moisture:	8.0 % maximum	greater than 9.0 %
Ash:	12.50 % maximum	greater than 13.50 %
Volatile Matter:	32.0 % minimum	less than 31.0 %
HGI:	46 minimum	less than 42

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15407-1807-01-1116

Customer: Progress Fuels Corporation
Attn: Regulated Backoffice
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/18/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
Date Shipped 1/10/2007	Barge Number MEM 626	Net Tons [REDACTED]	Price F.O.B. [REDACTED]	Amount \$ [REDACTED]

[REDACTED] \$ [REDACTED]

Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21276-8763

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278



Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15409-1807-01-1116

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/18/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
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1/12/2007	AEP 596	[REDACTED]	[REDACTED]	\$ [REDACTED]
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[REDACTED]	\$ [REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15402-1807-01-1116

Customer: Progress Fuels Corporation
Attn: Regulated Backoffice
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/18/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
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1/5/2007	AEP 605	[REDACTED]	[REDACTED]	\$ [REDACTED]
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[REDACTED]	\$ [REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15403-1807-01-1116

Customer: Progress Fuels Corporation
Attn: Regulated Backoffice
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/18/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
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1/8/2007	AEP 8825	[REDACTED]	[REDACTED]	\$ [REDACTED]
1/8/2007	PEN 109	[REDACTED]	[REDACTED]	\$ [REDACTED]

		[REDACTED]		\$ [REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278



Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15405-1807-01-1116

Customer: Progress Fuels Corporation
Attn: Regulated Backoffice
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/18/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
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1/9/2007	AEP 199	[REDACTED]	[REDACTED]	\$ [REDACTED]
1/9/2007	AEP 840	[REDACTED]	[REDACTED]	\$ [REDACTED]

[REDACTED]	\$ [REDACTED]
------------	---------------

✓

Remit To: Central Coal Company
P.O. Box 768763
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15442-2307-01-1402

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/23/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
Date Shipped 1/22/2007	Barge Number EFC 157	Net Tons [REDACTED]	Price F.O.B. [REDACTED]	Amount \$ [REDACTED]

[REDACTED]	\$	[REDACTED]
------------	----	------------

Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

Telephone: (276) 669-8599

Fax: (276) 669-3543

PEF-07FL-001404

✓ Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15457-2507-01-1319

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/25/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
--------------	--------------	----------	--------------	--------

1/24/2007	AEP 584	[REDACTED]	[REDACTED]	\$ [REDACTED]
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[REDACTED]	\$ [REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

Telephone: (276) 669-8599

[REDACTED]
Fax: (276) 669-3543

PEF-07FL-001405

✓
Central Coal Company
148 Bristol East Road
Bristol, Va. 24202

Invoice Number
15436- 2207-01-1110

Cust: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 01-22-07	Cust / Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms 1: BY 10 OF FOLL	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B	Amount
01-19-07	PEN 208	[REDACTED]	[REDACTED]	[REDACTED]

Totals 1 Barge(s) [REDACTED] [REDACTED]

Remit To: Central Coal Company
P. O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
[REDACTED]

Telephone: (276)-669-8599

Fax: (276)-669-3543

PEF-07FL-001406

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15469-3007-01-1333

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/30/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
1/29/2007	EFC 9219	[REDACTED]	[REDACTED]	\$ [REDACTED]

[REDACTED] \$ [REDACTED]

Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15467-3007-01-1333

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/30/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
Date Shipped 1/26/2007	Barge Number MEM 651	Net Tons [REDACTED]	Price F.O.B. [REDACTED]	Amount \$ [REDACTED]

[REDACTED]	\$ [REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15424-1807-01-1418

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 1/18/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
--------------	--------------	----------	--------------	--------

1/16/2007	PEN 221	[REDACTED]	[REDACTED]	\$ [REDACTED]
1/16/2007	TA-147	[REDACTED]	[REDACTED]	\$ [REDACTED]

[REDACTED]			\$	[REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278
[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

PEF-07FL-001409

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
Jan BTU

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St
Raleigh, NC 27601

Ship To: Florida

Invoice Date 2/5/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms	Producer 303 Kanawha Eagle
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Shipment BTU [REDACTED]
Contract BTU [REDACTED]
Difference [REDACTED]
Difference/Contract BTU [REDACTED]

Base Price X [REDACTED]
Shipment Net Tons X [REDACTED]
TOTAL BTU ADJUSTMENT DUE \$ [REDACTED] ^{SP}

Remit To: Central Coal Company
P.O. Box 25549
Richmond, VA 23278

Wire To: Central Coal Company
Wachovia - Richmond, Va 23278
[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

Load Date Barge No. Quantity Loaded BTU BTU prem/pen/ton BTU Dollars

[REDACTED]

[REDACTED]

[REDACTED]

BTU - 12,300

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15533-1407-02-951

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date	Cust/Order Number	Your Order No.	Terms	Producer 303
2/14/2007	678 / 6384	CCSPEF0708	NET 15 DAYS	Kanawha Eagle
Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
2/10/2007	AEP 609	[REDACTED]	[REDACTED]	\$ [REDACTED]

✓

[REDACTED]	\$	[REDACTED]
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✓

Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

✓ Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15541-1407-02-951

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 2/14/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
2/12/2007	MEM 94102	[REDACTED]	[REDACTED]	\$ [REDACTED]
2/12/2007	PEN 234	[REDACTED]	[REDACTED]	\$ [REDACTED]

[REDACTED] \$ ✓ [REDACTED]

Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

PEF-07FL-001413

Central Coal Company
148 Bristol East Road
Bristol, Va. 24202

Invoice Number
15584- 2207-02-1031

Cust: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 02-22-07	Cust / Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms BY 10 OF FOLL	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B	Amount
02-20-07	AEP 705	[REDACTED]	[REDACTED]	[REDACTED]

Totals . 1 Barge(s)

[REDACTED]

[REDACTED]

Remit To: Central Coal Company
P. O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company

[REDACTED]

Telephone: (276)-669-8599

Fax: (276)-669-3543

PEF-07FL-001414

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15504-0607-02-810

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 2/6/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
Date Shipped 2/2/2007	Barge Number AEP 117	Net Tons [REDACTED]	Price F.O.B. [REDACTED]	Amount \$ [REDACTED]

[REDACTED]	\$	[REDACTED]
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EB - 3 2007

Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278

[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15531-1407-02-951

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 2/14/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
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2/9/2007	AEP 9259	[REDACTED]	[REDACTED]	\$ [REDACTED]
2/9/2007	EFC 9606	[REDACTED]	[REDACTED]	\$ [REDACTED]

[REDACTED]	[REDACTED]	\$ [REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278



Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Company
148 Bristol East Road
Bristol, Va. 24202

Invoice Number
15554- 1607-02-1254

Cust: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 02-16-07	Cust / Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms 11: BY 10 OF FOLL	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B	Amount
02-15-07	MEM 5292	[REDACTED]	[REDACTED]	[REDACTED]
02-15-07	MEM 5201	[REDACTED]	[REDACTED]	[REDACTED]

Totals 2 Barge(s)

[REDACTED]

[REDACTED]

Remit To: Central Coal Company
P. O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, Va 23278

[REDACTED]

Telephone: (276)-669-8599

PEF-07FL-001417

Fax: (276)-669-3543

Central Coal Company
148 Bristol East Road
Bristol, Va. 24202

Invoice Number
15571- 2107-02-852

Cust: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 02-21-07	Cust / Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms 11: BY 10 OF FOLL	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B	Amount
02-19-07	MEM 5101	[REDACTED]	[REDACTED]	[REDACTED]
02-19-07	MEM 5092	[REDACTED]	[REDACTED]	[REDACTED]

Totals 2 Barge(s)

[REDACTED]

[REDACTED]

Remit To: Central Coal Company
P. O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, Va 23278

[REDACTED]

Telephone: (276)-669-8599

Fax: (276)-669-3543

PEF-07FL-001418

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
15603-2707-02-1532

Customer: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 2/27/2007	Cust/Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms NET 15 DAYS	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B.	Amount
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2/26/2007	AEP 218	[REDACTED]	[REDACTED]	\$ [REDACTED]
2/26/2007	AEP 915	[REDACTED]	[REDACTED]	\$ [REDACTED]

[REDACTED]			\$	[REDACTED]
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Remit To: Central Coal Company
P.O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, VA 23278
[REDACTED]

Telephone: (276) 669-8599

Fax: (276) 669-3543

Central Coal Company
148 Bristol East Road
Bristol, Va. 24202

Invoice Number
15607- 2807-02-1326

Cust: Progress Energy Florida
Attn: Fuel Accounting
410 S. Wilmington St.
Raleigh, NC 27601

Ship To: Progress Fuels

Invoice Date 02-28-07	Cust./ Order Number 678 / 6384	Your Order No. CCSPEF0708	Terms 1: BY 10 OF FOLL	Producer 303 Kanawha Eagle
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Date Shipped	Barge Number	Net Tons	Price F.O.B	Amount
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02-22-07	PEN 121	[REDACTED]	[REDACTED]	[REDACTED]
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Totals 1 Barge(s) [REDACTED] [REDACTED]

Remit To: Central Coal Company
P. O. Box 758753
Baltimore, MD 21275-8753

Wire To: Central Coal Company
Wachovia - Richmond, Va 23278
[REDACTED]

Telephone: (276)-669-3591

Fax: (276)-669-3543

PEF-07FL-001420

Central Coal Co.
148 Bristol East Road
Bristol, Virginia 24202

Invoice Number
Feb BTU

Customer: Progress Energy Florida
Attr: Fuel Accounting
410 S. Wilmington St
Raleigh NC 27601

Ship To: Florida

Invoice Date 3/22/2007	Cust/Order Number 673 / 6384	Your Order No. CCSPEF0708	Terms	Producer 303 Kanawha Eagle
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Shipment BTU			
Contract BTU			
Difference			
Difference/Contract BTU			
Base Price	X		
Shipment Net Tons	X		
TOTAL BTU ADJUSTMENT DUE	\$		

Remit To: Central Coal Company P.O. Box 25549 Richmond, VA 23278
--

Wire To: Central Coal Company Wachovia - Richmond, Va 23278
--

Telephone: (276) 669-3543

Fax: (276) 669-3543

Load Date	Barge No.	Quantity Loaded	BTU	BTU prem/pen/ton	BTU Dollars
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

BTU - 12,300



COAL PURCHASE CONFIRMATION

Confirmation #: PEF_KEY08 3-1/06

Buyer: Progress Energy Florida, Inc.
410 S. Wilmington St. PEB 10

Raleigh, NC 27601
(P) 919-6002 (F) 919-546-2590

Seller: Keystone Industries, LLC
1375 Jackson Street
Suite 410
Ft. Meyers, FL 33901
(P) 239-337-7474 (F) 239-332-514

The purpose of this letter is to confirm the agreement entered into this 1st day of March, 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.

Product Description: Physical CAAP Bituminous Coal
Seller: Keystone Industries, LLC
Buyer: Progress Energy Florida, Inc.

Term (Delivery Period): [REDACTED]
Contract Quantity: [REDACTED] tons total; shipped ratably at approximately [REDACTED] tons per month.
Contract Price: [REDACTED]

Commencing on [REDACTED] the Parties shall mutually agree to negotiate in good faith and attempt to agree upon a new Contract Price, to be in effect for Contract Year [REDACTED]. Such Contract Price negotiations may take into consideration prices at which Seller could sell coal of a similar quality and quantity to any third party(ies) and prices at which Buyer could purchase coal of a similar quality and quantity from any third party(ies). If Buyer and Seller have not mutually agreed to a new contract Price by [REDACTED] Buyer and Seller agree that this contract shall be considered terminated effective [REDACTED]. A pricing collar would be established for the [REDACTED] base price and price modifications are to be determined by mutual agreement and are not to exceed an amount of [REDACTED] above or below the base coal price for [REDACTED].

Delivery Point(s): FOB Barge Marmet Pool
Production Source(s): Keystone Operations -- Charleston, WV
Destination Plant(s): Buyer's Crystal River Units No. 4 and No. 5 Bear Red Level, Citrus County, Florida.

Quality Specifications: All Coal delivered hereunder shall meet the Quality Specifications specified in the following table for each of the listed criteria. The Rejection Limits shall be as specified

CEU

Keystone Industries LLC

- 1375 Jackson Street, Suite 401
Fort Myers, Florida 33901

Phone: 239-337-7474

Fax: 239-337-2514

Invoice Number: 301655
Date: January 31, 2007

Remit To:
Keystone Industries, LLC
1375 Jackson St., Suite 401
Fort Myers, Florida 33901

Bill To: Progress Energy Florida, Inc.
410 S. Wilmington St. PEB 10
Raleigh, NC 27601

Wiring Instructions:
Wachovia Bank N.A.
Philadelphia, Pa.

Commodity: Coal
Customer PO: PEF_KEY08 3-1/06
Terms: Net 15 from invoice



Date	Tonnage	Loading Point	Description	Rate per Ton	Total/ Amount Due
01/30/07	[REDACTED]	River Point	<i>Coal loaded per the above-referenced contract order as follows:</i> WRS 9353		
01/31/07		River Point	AEP 8806		
01/31/07		River Point	AEP 563		
01/30/07		Quincy	EFC 266		
			Total Amount Due		[REDACTED]
			<small>* Price based on composite BTU of</small>		[REDACTED]
					[REDACTED]

run by [unclear]

randing

Keystone Industries LLC

1375 Jackson Street, Suite 401
Fort Myers, Florida 33901

Phone: 239-337-7474

Fax: 239-337-2514

Invoice Number: 301665
Date: February 19, 2007

Remit To:
Keystone Industries, LLC
1375 Jackson St., Suite 401
Fort Myers, Florida 33901

Bill To: Progress Energy Florida, Inc.
410 S. Wilmington St. PEB 10
Raleigh, NC 27601

Wiring Instructions:
Wachovia Bank N.A.
Philadelphia, Pa.

Commodity: Coal
Customer PO: PEF_KEY08 3-1/06
Terms: Net due 02/28/07

Date	Tonnage	Loading Point	Description	Rate per Ton	Total/ Amount Due
Coal loaded per the above-referenced contract order as follows:					
02/06/07		Quincy	MEM5261		
02/07/07		Quincy	MEM5276		
02/08/07		Quincy	MEM5171		
02/13/07		Quincy	AEP703		
02/15/07		Quincy	MEM569		
✓					
			Total Amount Due		
				* Price based on composite BTU of	
✓					

Keystone Industries LLC

1375 Jackson Street, Suite 401
Fort Myers, Florida 33901

Phone: 239-337-7474

Fax: 239-337-2514

Invoice Number: 301672
Date: February 28, 2007

Remit To:
Keystone Industries, LLC
1375 Jackson St, Suite 401
Fort Myers, Florida 33901

Bill To: Progress Energy Florida, Inc.
410 S. Wilmington St. PEB 10
Raleigh, NC 27601

Wiring Instructions:
Wachovia Bank N.A.
Philadelphia, Pa.

Commodity: Coal
Customer PO: PEF_KEY08 3-1/06
Terms: Net 15 from invoice



Date	Tonnage	Loading Point	Description	Rate per Ton	Total/ Amount Due
			<i>Coal loaded per the above-referenced contract order as follows:</i>		
02/16/07	[REDACTED]	Quincy	MEM-94261		
02/16/07		Quincy	MEM-2097		
02/21/07		Quincy	MEM-1001		
02/21/07		Quincy	AEP-748		
02/22/07		Quincy	AEP-868		
			Total Amount Due	\$	[REDACTED]
			<small>* Price based on composite BTU of [REDACTED]</small>		
			[REDACTED]		

1.01 Mutual Obligations. SELLER agrees to sell and deliver to PURCHASER, and PURCHASER agrees to buy and receive 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 DIAMOND MAY COAL COMPANY ("Diamond May") owns or leases the mine or mines that is the source of the coal that is to be purchased and sold hereunder (hereinafter the "Coal Property") unless an alternate source is approved as contemplated in the last sentence of this paragraph. 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 in effect as of the effective date of this Agreement 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 [comment: "Seller" as a whole can't immediately proceed to mine coal since Progress Fuels won't actually be mining. Whether or not the mining begins immediately should be irrelevant as long as the deliveries are timely made] provide loading facilities capable of loading at the rate required to meet Seller's delivery requirements pursuant to this Agreement. SELLER hereby expressly dedicates to PURCHASER sufficient reserves of coal lying on or in the Coal Property that meets the quality specifications hereof in an amount sufficient to meet Seller's contractual obligations pursuant to this Agreement. 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 each calendar year during the term hereof, the quantity of coal to be delivered hereunder shall be [REDACTED] prorated for any partial calendar year.

4.01 Term. The term of this Agreement will commence on January 1, 2005, and will continue in effect for a period of twenty-four (24) months, ending on December 31, 2006, inclusive.

5.01 Base Price. The base price per ton of coal, f.o.b. SELLER'S mine loading site, (hereinafter "base price") shall be fixed at [REDACTED] for the calendar years 2005 and 2006, adjusted monthly for the quality of coal in accordance with the formula and procedures set out in Appendix A hereto, during the term of this Agreement.

6.01 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 5.01 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.

7.01 Delivery and Title. Delivery shall commence during January 2005. 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, with reasonable notification to SELLER, alter monthly shipping schedules on a reasonable basis to meet monthly burn requirements at PEF's Generating Units and to conform to PURCHASER'S unit train and river barge 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 Yellow Creek Tipple 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 to meet PURCHASER'S river barge requirements, not to exceed 22,500 tons for loading into fifteen (15) 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 mutually agreed upon by PURCHASER AND SELLER. 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 approximately ninety [REDACTED] one-hundred (100) ton cars within four (4) hours of their arrival (minimum weight 9,600 tons per [REDACTED] 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 and, actually placed at the Yellow Creek Loadout, with a sufficient power supply and a crew to assist in the standard loading operations. Requests by the SELLER to the CSX to "hold" trains will not allow SELLER to avoid charges referenced in Appendix B.

APPENDIX B

Railroad and Railcar 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: [REDACTED] per change, subject to periodic adjustment by the railroad.

B. PFC RAILCAR CHARGES:

1. Lost Utilization Charges: Sum of a. and b. below.
 - a. Delay of Train = [REDACTED] per car per day of delay.
 - b. Failure to Fully Load Cars = [REDACTED]

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

First Amendment to Agreement for the Sale and Purchase of Coal

This **First Amendment to Agreement for the Sale and Purchase of Coal** (this "**Amendment**") is made and entered into to be effective as of the **28th** day of **April, 2006** the "**Effective Date**" by and between **Diamond May Coal Company** ("**SELLER**") and **Progress Fuels Corporation** ("**PURCHASER**"). Each of SELLER and PURCHASER may sometimes hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, SELLER and PURCHASER have entered into that certain **Agreement for the Sale and Purchase of Coal** dated November 17, 2004 (the "**Sales Agreement**");

WHEREAS, SELLER and PURCHASER desire to amend the Sales Agreement as more specifically set forth below herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Section 5.01 Base Price is hereby amended by deleting the paragraph in its entirety and replacing it with the following:

"5.01 **Base Price**. The base price per ton of coal for all coal delivered to PURCHASER in accordance with the provisions of Section 7.01 hereof prior to May 1, 2006 (the "**Quality Change Date**") shall be [REDACTED] per ton, adjusted monthly for the quality of such coal in accordance with the formulas and procedure set out in Section 9.03 hereof and Appendix A which is attached hereto and incorporated herein by reference. The base price per ton of coal for all coal delivered to PURCHASER in accordance with the provisions of Section 7.01 hereof on or after the Quality Change Date shall be [REDACTED] per ton, adjusted monthly for the quality of such coal in accordance with the formulas and procedures set out in Section 9.03 hereof and Appendix A attached hereto."

2. Section 9.01 Coal Specifications is hereby amended by adding the following new provision immediately below the chart (above the last paragraph).

"Notwithstanding the foregoing, for all coal that is shipped on or after the Quality Change Date (as defined in Section 5.01 hereof) the Sulfur Dioxide Specification set forth in the chart above shall be deemed to be replaced with the following parameters:

<u>Specification</u>	<u>Typical</u>	<u>Reject</u>
Sulfur Dioxide	<1.6LB/SO ₂ per Million Btu	>1.8LB/SO ₂ per Million Btu



Alpha Natural Resources

Alpha Coal Sales Co., LLC

Sent via Facsimile (919) 546-3805 and U.S. Mail

May 4, 2006

Ms. Pamela Leonard Larger, Esq.
Staff Attorney
Progress Energy Service Company, LLC
Legal Department
410 S. Wilmington Street, PEB 17
Raleigh, North Carolina 27601

Re: Agreement for the Sale and Purchase of Coal ("Agreement") made and entered into as of the 17th day of November 2005 as amended by the First Amendment effective as of the 28th day of April, 2006, by and between **Diamond May Coal Company** ("Seller") and **Progress Fuels Corporation** ("Purchaser").

Dear Ms. Larger:

This letter is notification of the following changes effective as of May 1, 2006 in the above referenced Agreement.

In reference to Section 6.01, payments to Seller should be made to the following:

Bank:	BB&T, Abingdon, VA 24212
Routing/Transit No.:	[REDACTED]
Account Name:	Alpha Coal Sales Co., LLC
Account No.:	[REDACTED]

In reference to Section 16.01, notices should be directed to the following:

Alpha Coal Sales Co., LLC
One Energy Place
Latrobe, PA 15650
ATTN: President
FAX: 724-537-5820
TEL: 724-537-5731

If you have any questions, please do not hesitate to contact me at (724) 532-4315 or mpremoshis@alphannr.com.

Very truly yours,

Michele R. Premoshis
Contract Administrator

cc: John Pearl
Amy Futrell

PEF-07FL-001480



Alpha Coal Sales Co., LLC
406 West Main St.
PO Box 2345
Abingdon, VA 24210

Phone: 276-619-4478
Fax: 276-623-4375

Sold Progress Fuels Corp
To: 100 Main Street and River Front
P.O. Box 308
Ceredo, WV 25507

Ship Crystal River, FL
To:

Remit WIRE INFORMATION

To: Bank: Branch Banking Trust Company (BBT),
Abingdon, VA 24212
Account number [REDACTED]
Routing and Transit Number [REDACTED]
Swift Code for International Wires BRBTUS33
OR

Checks: P.O. Box 890889
Charlotte, NC 28289-0889

Overnight Mail Box 890889
Delivery: 5130 Parkway Plaza Blvd
Charlotte, NC 28217

Customer Order information:
05-06 Progress

Grade-Size:
Diamond May

Terms: To be paid within 20 days of the date of invoice or 15 days from receipt of invoice-whichever is later.

PEB10 - Building Code

Invoice No. 0701-0018	Invoice Date 01/09/2007	Order No. 060009	Customer No. Progress	Page 1 of 3
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Rail

Ship Date	Car Initial	Car #	Tons	Price/Ton	Adjust Per Ton	Subtotal
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Train #	F065	Station	Yellow Creek	Tons	Price/Ton	Adjust Per Ton	Subtotal
1/2/2007	PEFX	087553	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	090137	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	090171	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	090084	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	003013	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	090125	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	089115	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	099025	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	087558	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	099018	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	086057	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	099002	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	086006	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	087520	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	093024	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	086034	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	093030	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]
1/2/2007	PEFX	087028	[REDACTED]	[REDACTED]	[REDACTED]	\$0.0000	[REDACTED]

We certify compliance with the Fair Labor Standards Act as amended

Invoice No.	Invoice Date	Order No.	Customer No.	Page
0701-0018	01/09/2007	060009	Progress	2 of 3
1/2/2007	PEFX	087052		\$0.0000
1/2/2007	PEFX	086069		\$0.0000
1/2/2007	PEFX	087076		\$0.0000
1/2/2007	PEFX	087023		\$0.0000
1/2/2007	PEFX	087068		\$0.0000
1/2/2007	PEFX	005009		\$0.0000
1/2/2007	PEFX	098038		\$0.0000
1/2/2007	PEFX	087502		\$0.0000
1/2/2007	FLCX	000253		\$0.0000
1/2/2007	PEFX	093007		\$0.0000
1/2/2007	ELFX	087545		\$0.0000
1/2/2007	ELFX	089020		\$0.0000
1/2/2007	ELFX	099023		\$0.0000
1/2/2007	PEFX	090173		\$0.0000
1/2/2007	PEFX	086074		\$0.0000
1/2/2007	PEFX	099014		\$0.0000
1/2/2007	PEFX	090133		\$0.0000
1/2/2007	PEFX	089048		\$0.0000
1/2/2007	PEFX	005006		\$0.0000
1/2/2007	PEFX	086016		\$0.0000
1/2/2007	PEFX	087040		\$0.0000
1/2/2007	PEFX	090112		\$0.0000
1/2/2007	PEFX	008014		\$0.0000
1/2/2007	PEFX	003003		\$0.0000
1/2/2007	PEFX	090057		\$0.0000
1/2/2007	PEFX	003010		\$0.0000
1/2/2007	PEFX	003011		\$0.0000
1/2/2007	PEFX	087511		\$0.0000
1/2/2007	PEFX	086015		\$0.0000
1/2/2007	PEFX	099004		\$0.0000
1/2/2007	PEFX	090214		\$0.0000
1/2/2007	PEFX	090203		\$0.0000
1/2/2007	PEFX	089103		\$0.0000
1/2/2007	PEFX	090048		\$0.0000
1/2/2007	PEFX	005012		\$0.0000
1/2/2007	PEFX	089117		\$0.0000
1/2/2007	PEFX	090201		\$0.0000
1/2/2007	PEFX	090122		\$0.0000
1/2/2007	PEFX	086038		\$0.0000
1/2/2007	PEFX	089097		\$0.0000
1/2/2007	PEFX	090073		\$0.0000
1/2/2007	PEFX	090060		\$0.0000
1/2/2007	PEFX	093010		\$0.0000
1/2/2007	PEFX	090169		\$0.0000
1/2/2007	PEFX	086009		\$0.0000

We certify compliance with the Fair Labor Standards Act as amended

Invoice No. 0701-0018	Invoice Date 01/09/2007	Order No. 060009	Customer No. Progress	Page 3 of 3
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1/2/2007	PEFX	087093			\$0.0000
1/2/2007	PEFX	090208			\$0.0000
1/2/2007	PEFX	090088			\$0.0000
1/2/2007	PEFX	003004			\$0.0000
1/2/2007	PEFX	005008			\$0.0000
1/2/2007	PEFX	005005			\$0.0000
1/2/2007	ELFX	084598			\$0.0000
1/2/2007	ELFX	087033			\$0.0000
1/2/2007	PEFX	090139			\$0.0000
1/2/2007	PEFX	087549			\$0.0000
1/2/2007	PEFX	006011			\$0.0000
1/2/2007	PEFX	090069			\$0.0000
1/2/2007	PEFX	089022			\$0.0000
1/2/2007	PEFX	089051			\$0.0000
1/2/2007	PEFX	089032			\$0.0000
1/2/2007	PEFX	005017			\$0.0000
1/2/2007	PEFX	005014			\$0.0000
1/2/2007	PEFX	005019			\$0.0000
1/2/2007	PEFX	005002			\$0.0000
1/2/2007	PEFX	005016			\$0.0000
1/2/2007	PEFX	005018			\$0.0000
1/2/2007	PEFX	005011			\$0.0000
1/2/2007	PEFX	003009			\$0.0000
1/2/2007	PEFX	089090			\$0.0000
1/2/2007	PEFX	087576			\$0.0000
1/2/2007	PEFX	087538			\$0.0000
1/2/2007	PEFX	090100			\$0.0000
1/2/2007	PEFX	008005			\$0.0000
1/2/2007	PEFX	087546			\$0.0000
1/2/2007	PEFX	087540			\$0.0000
1/2/2007	PEFX	087065			\$0.0000
1/2/2007	PEFX	098029			\$0.0000
1/2/2007	PEFX	087041			\$0.0000
1/2/2007	PEFX	005007			\$0.0000
Train #		F085	# of Cars	97	
All Rail			Total Cars	97	
Total Tonnage			Total Amount		

We certify compliance with the Fair Labor Standards Act as amended



Alpha Coal Sales Co., LLC
406 West Main St.
PO Box 2345
Abingdon, VA 24210

Phone: 276-619-4478
Fax: 276-623-4375

Sold Progress Fuels Corp
To: 100 Main Street and River Front
P.O. Box 808
Ceredo, WV 25507

Remit WIRE INFORMATION

To: Bank: Branch Banking Trust Company (BBT),
Abingdon, VA 24212
Account number [REDACTED]
Routing and Transit Number [REDACTED]
Swift Code for International Wires BRBTUS33
OR

Ship Crystal River, FL
To:

Checks: P.O. Box 890889
Charlotte, NC 28289-0889

Overnight Mail Box 890889
Delivery: 5130 Parkway Plaza Blvd
Charlotte, NC 28217

Customer Order Information:
05-08 Progress

Grade-Size:
Diamond May


Terms: To be paid within 20 days of the date of invoice or 15 days from receipt of invoice whichever is later.

Invoice No. 0701-0249	Invoice Date 01/31/2007	Order No. 060009	Customer No. Progress	Page 1 of 1
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Adjustments

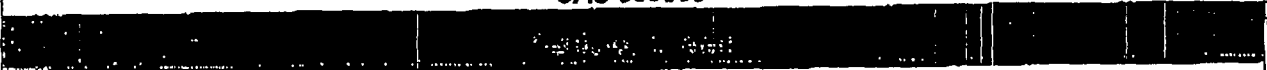
Date	Description	Tons	Subtotal
1/31/2007	F065 BTU Penalty	[REDACTED]	[REDACTED]
1/31/2007	F065 SO2 Premium	[REDACTED]	[REDACTED]
Total Tonnage		.000	Total Amount [REDACTED]

We certify compliance with the Fair Labor Standards Act as amended

 **Alpha Natural Resources**
406 West Main Street
Abingdon, VA 24210

Date: 2/1/2007

Progress
PREMIUM/PENALTY
SAS 060009



DATE	COAL	TONS	BTU
2-Jan-07	F065	[REDACTED]	12,450

COMPOSITE [REDACTED] 12450

FOB MINE PRICE [REDACTED]

BTU PREMIUM/PENALTY-----GUARANTEE-----12500

[REDACTED] x $\frac{\text{BTU}}{12450}$ - 1 x [REDACTED] Est Tons
 [REDACTED] TONS

~~BTU PREMIUM/PENALTY~~

Ash Content 10.60% ~~BTU PREMIUM/PENALTY~~

SO2 Allowance Price 1.29 [REDACTED]

(1.60 - 1.4) * 12,450 * [REDACTED] * Tons
 1,000,000

~~BTU PREMIUM/PENALTY~~





Progress Energy

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.
849 S. HWY 11
Manchester, KY 40962
(P)(606) 599-8227(F)(609) 599-0612

The purpose of this letter is to confirm the agreement entered into this 2nd day of February 2006, between B&W Resources ("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.

Product Description: Physical - CAPP Rail Coal
Seller: B&W Resources, Inc.
Buyer: Progress Fuels Corporation
Term (Delivery Period): April 1, 2006 – December 31, 2009
Contract Quantity: 2006 - [REDACTED] tons total; shipped ratably at approximately [REDACTED] tons per month.
2007 - [REDACTED] tons total; shipped ratably at approximately [REDACTED] tons per month
2008 - [REDACTED] tons total; shipped ratably at approximately [REDACTED] tons per month
2009 - [REDACTED] tons total; shipped ratably at approximately [REDACTED] tons per month

Contract Price: 2006 - [REDACTED] per ton
2007 - [REDACTED] per ton
2008 - [REDACTED] per ton
2009 - [REDACTED] per ton

Delivery Point(s): Resource Tipple #44655 FOB railcar; served by CSX railroad.
Production Source(s): Perryland, Chavics, Red Oak, other B&W mines and purchased coal.
Unit Train: A train contains between 90 and 110 rail cars, with each rail car filled to full visible capacity

Destination Plant(s): Buyer's Crystal River Units No. 1 and No. 2 bear Red Level, Citrus County, Florida.

Transportation Specifications: If delivery is to occur by rail, Seller shall comply with the Transportation Specifications attached hereto as Exhibit 1. In the event of any conflict between the Transportation Specifications and the GTC, the terms of the Transportation Specifications shall prevail.

B&W Resources, Inc.

849 South Hwy 11
Manchester, KY 40962

Invoice

Date	Invoice #
1/20/2007	07-0120PE

Bill To
Progress Energy Florida, Inc. Attn: Regulated Back Office 410 South Wilmington Street Mail Stop PEB 10A Raleigh, NC 27601

Ship To
Progress Energy Florida Crystal River Plant Red Level Jct, Florida

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
PEF_B&W2006	Net 20	MT	1/20/2007	CSX Rail Car	Origin	
Quantity	Item Code	Description			Price Each	Amount
2 X 0	2 X 0	2 X 0, CSX F101 96 cars				
Origin Weights Apply					Total	

B&W Resources, Inc.
 849 South Hwy 11
 Manchester, KY 40962

Invoice

Date	Invoice #
1/26/2007	07-0126PEF

Bill To
Progress Energy Florida, Inc. Attn: Regulated Back Office 410 South Wilmington Street Mail Stop PEB 10A Raleigh, NC 27601

Ship To
Progress Energy Florida Crystal River Plant Red Level Jct, Florida

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
PEF_B&W2006	Net 20	MT	1/26/2007	CSX Rail Car	Origin	
Quantity	Item Code	Description			Price Each	Amount
[REDACTED]	2 X 0	2 X 0, CSX F102 95 cars			[REDACTED]	[REDACTED]
Origin Weights Apply					Total	[REDACTED]

B & W Resources, Inc.
 849 South Hwy 11
 Manchester, KY 40962

Invoice

Date	Invoice #
2/22/2007	07-0222PEF

Bill To
Progress Energy Florida, Inc. Attn: Regulated Back Office 410 South Wilmington Street Mail Stop PEB 10A Raleigh, NC 27601

Ship To
Progress Energy Florida Crystal River Plant Red Level Jct, Florida

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
PEF_B&W2006	Net 20	MT	2/22/2007	CSX Rail Car	Origin	
Quantity	Item Code	Description			Price Each	Amount
[REDACTED]	2 X 0	2 X 0, CSX F120 94 cars			[REDACTED]	[REDACTED]
Origin Weights Apply					Total	[REDACTED]

B & W Resources, Inc.
 849 South Hwy 11
 Manchester, KY 40962

Invoice

Date	Invoice #
2/19/2007	07-0219PEF

Bill To
Progress Energy Florida, Inc. Attn: Regulated Back Office 410 South Wilmington Street Mail Stop PEB 10A Raleigh, NC 27601

Ship To
Progress Energy Florida Crystal River Plant Red Level Jct, Florida

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
PEF_B&W2006	Net 20	MT	2/19/2007	CSX Rail Car	Origin	
Quantity	Item Code	Description			Price Each	Amount
[REDACTED]	2 X 0	2 X 0, CSX F117 95 cars			[REDACTED]	[REDACTED]
Origin Weights Apply					Total	[REDACTED]

B&W Resources, Inc.

849 South Hwy 11
Manchester, KY 40962

Invoice

Date	Invoice #
1/12/2007	07-0112PEF

Bill To
Progress Energy Florida, Inc. Attn: Regulated Back Office 410 South Wilmington Street Mail Stop PEB 10A Raleigh, NC 27601

Ship To
Progress Energy Florida Crystal River Plant Red Level Jct, Florida

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
PEF_B&W2006	Net 20	MT	1/12/2007	CSX Rail Car	Origin	
Quantity	Item Code	Description			Price Each	Amount
[REDACTED]	2 X 0	2 X 0, CSX F100 96 cars			[REDACTED]	[REDACTED]
					Total	[REDACTED]

PEF-07FL-001505

(see attached for credits)

\$ [REDACTED] TOTAL

B & W Resources, Inc.
 849 South Hwy 11
 Manchester, KY 40962

Invoice

Date	Invoice #
3/10/2007	07-0310PEF

Bill To
Progress Energy Florida, Inc. Attn: Regulated Back Office 410 South Wilmington Street Mail Stop PEB 10A Raleigh, NC 27601

Ship To
Progress Energy Florida Crystal River Plant Red Level Jct, Florida

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
PEF_B&W2006	Net 20	MT	3/10/2007	CSX Rail Car	Origin	
Quantity	Item Code	Description			Price Each	Amount
	Premium	Btu Premium for February, 2007 [REDACTED] ons @ \$ [REDACTED] per ton			[REDACTED]	[REDACTED]
					Total	[REDACTED]

PEF-07FL-001506

B & W Resources, Inc.
2007 PEF QPA

February

<u>Date</u>	<u>Train</u>	<u># of Cars</u>	<u>P.O. #</u>	<u>Tons</u>	<u>SGS Analysis</u>				<u>Btu Calculation</u>	<u>Weighted Average Btu</u>	<u>QPA</u>
					<u>Moisture</u>	<u>Ash</u>	<u>BTU</u>	<u>Sulfur</u>			
2/19/2007	F117	95			5.90	9.52	12,548	0.78	136696030		
2/22/2007	F120	94			6.63	10.70	12,249	0.87	132207499		
									268903529	12,399	

PEF-07FL-001507



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

The purpose of this letter is to confirm the agreement entered into this 4th day of January, 2005, between CAM Mining 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.

Product Description: Physical Coal
Seller: CAM Mining LLC
Buyer: Progress Energy Florida, Inc.
Term (Delivery Period): January 1, 2007 through December 31, 2007
Contract Quantity: 2007 - [REDACTED] tons total; shipped ratably at approximately [REDACTED] tons per month.
Contract Price: 2007 - [REDACTED] per ton FOB Railcar
Delivery Point(s): Damron Fork Loadout # 84917 (big Sandy District) served by CSX.
Production Source(s): Panther Branch Mines,, Pike County, Kentucky
Destination Plant(s): Buyer to Determine
Transportation Specifications: If delivery is to occur by rail, Seller shall comply with the Transportation Specifications attached hereto as Exhibit 1. In the event of any conflict between the Transportation Specifications and the GTC, the terms of the Transportation Specifications shall prevail.

Quality Specifications: All Coal delivered hereunder shall meet the Quality Specifications specified in the following table for each of the listed criteria. The Rejection Limits shall be as specified in the following table for each of the listed criteria. All amounts are as measured on an as-received basis, at the Delivery Point, in accordance with ASTM standards.

ORC

CAM Mining, LLC
P.O. Box 1169
Pikeville, KY 41502
Phone (606) 432-3900 Fax (606) 432-0031
Remit To:
2615 Reliable Parkway
Chicago, IL 60686

PAGE NO.	INVOICE NO.	APPLY TO	INVOICE DATE	CUST NO.
1	000003168		01/11/2007	000000000003
INVOICE				

S Progress Fuels
O Attn: Ginny Muehlendyck
L 200 Central Ave Suite 600
D ST Petersburg, FL 33701
T Ginny Muehlendyck
O

S PROGRESS FUELS
H ST PETERSBURG, FL 33733
I
P
T
O

DATE SHIPPED	PURCHASE ORDER NO.	SHIP VIA	FOB	TERMS	T A X
01/11/2007	1.01.07NA			net 15 days	
BUYER	DATE REQUESTED	LOCATION	Rob Fork		
	01/11/2007	00309			
Item No.	Description	Quantity Ordered	Quantity Shipped	Unit Price	Extension
STEAM COAL	94 RAILCARS, PERMIT F103				
Sub-Total					
		PEF-07FL-001524		INVOICE NO. 000003168	PLEASE REMIT THIS AMOUNT

CAM Mining, LLC
P.O. Box 1169
Pikeville, KY 41502
Phone (606) 432-3900 Fax (606) 432-0031
Remit To:
2615 Reliable Parkway
Chicago, IL 60686

PAGE NO.	INVOICE NO.	APPLY TO	INVOICE DATE	CUST NO.
1	000003171		01/12/2007	000000000003
INVOICE				

*Contract
now PEF*

S Progress Fuels
O Attn: Ginny Muehlendyck
L 200 Central Ave Suite 600
D ST Petersburg, FL 33701
Ginny Muehlendyck
T
O

S PROGRESS FUELS
H ST PETERSBURG, FL 33733
I
P
T
O

DATE SHIPPED	PURCHASE ORDER NO.	SHIP VIA	FOB	TERMS	T A X
01/12/2007	1.01.07NA			net 15 days	
BUYER	DATE REQUESTED	LOCATION	Rob Fork		
	01/12/2007	00309			
Item No.	Description	Quantity Ordered	Quantity Shipped	Unit Price	Extension
STEAM COAL	93 RAILCARS, PERMIT F104				
Sub-Total					
		PEF-07FL-001525		INVOICE NO. 000003171	PLEASE REMIT THIS AMOUNT

CAM Mining, LLC
P.O. Box 1169
Pikeville, KY 41502
Phone (606) 432-3900 Fax (606) 432-0031
Remit To:
2615 Reliable Parkway
Chicago, IL 60686

PAGE NO.	INVOICE NO.	APPLY TO	INVOICE DATE	CUST NO.
1	000003295		02/14/2007	000000000003
INVOICE				

S Progress Energy Florida
O Attn: Fuel Accounting
L 410 S. Wilmington St.
D Raleigh, NC 27601
Fuel Accounting
T
O

S PROGRESS FUELS
H ST PETERSBURG, FL 33733
I
P
T
O

DATE SHIPPED	PURCHASE ORDER NO.	SHIP VIA	FOB	TERMS		
01/31/2007	2171180			net 15 days		
BUYER	DATE REQUESTED	LOCATION		Rob Fork		
	02/07/2007	00309				
Item No.	Description	Quantity Ordered	Quantity Shipped	Unit Price	Extension	T A X
STEAM COAL	91 CARS, F111 PERMIT					
Sub-Total						
				INVOICE NO.	PLEASE REMIT THIS AMOUNT	
				000003295		

✓ CAM Mining, LLC
 P.O. Box 1169
 Pikeville, KY 41502
 Phone (606) 432-3900 Fax (606) 432-0031
 Remit To:
 2615 Reliable Parkway
 Chicago, IL 60686

PAGE NO.	INVOICE NO.	APPLY TO	INVOICE DATE	CUST. NO.
1	000003297		02/14/2007	000000000003
INVOICE				

S Progress Energy Florida
 O Attn: Fuel Accounting
 L 410 S. Wilmington St.
 D Raleigh, NC 27601
 T Fuel Accounting
 O

S PROGRESS FUELS
 H ST PETERSBURG, FL 33733
 I
 P
 T
 O

DATE SHIPPED	PURCHASE ORDER NO.	SHIP VIA	FOB	TERMS	
02/10/2007	2171180			net 15 days	
BUYER	DATE REQUESTED	LOCATION	Rob Fork		
	02/10/2007	00309			
Item No.	Description	Quantity Ordered	Quantity Shipped	Unit Price	Extension
STEAM COAL	94 RAILCARS, F113 PERMIT				
Sub-Total					

PEF-07FL-001527

INVOICE NO.
 000003297

PLEASE REMIT
 THIS AMOUNT



COAL PURCHASE CONFIRMATION

Confirmation #: PEF_CECG_____

Buyer: Progress Energy Florida, Inc.
410 S. Wilmington St. PEB10
Raleigh, NC 27601
(P) 919-546-3622 (F) 919-546-2590

Seller: Constellation Energy Commodities Group, Inc.
111 Market Place, Suite 500
Baltimore, MD 21202
(P) 410-468- 3620 (F) 410-468-3540

The purpose of this letter is to confirm the agreement entered into this 5th day of December, 2006, between Constellation Energy Commodities Group, Inc. ("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 collectively 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. 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.

Product Description: Physical Central Appalachian "CAAP" coal
Seller: Constellation Energy Commodities Group, Inc.
Buyer: Progress Energy Florida, Inc.
Term (Delivery Period): January 1, 2007 through December 31, 2009
Contract Quantity: ██████ Tons total; shipped ratably at approximately ██████ Tons per month during calendar years 2007 and 2008 and ██████ Tons per month during calendar year 2009.
Contract Price: ██████ per Ton
Delivery Point(s): FOB railcar, loaded on the CSX railroad at Kanawha District load outs as Seller shall elect or other mutually agreed upon loading point; provided, however, Buyer acknowledges and agrees that Seller may, from time to time, ship Coal from an alternative freight district on the CSX Railroad. If the transportation costs incurred by Buyer resulting from use of the alternative freight district are higher than the Kanawha district, Seller shall discount the Base Price for that Shipment accordingly to offset Buyer's additional freight costs. If the transportation costs from the alternative freight district are lower than the Kanawha district, the Parties shall share equally in the transportation savings by adjusting the Base Price for that Shipment accordingly. Additionally, Seller agrees that the alternative freight district shall not be a twenty-four (24) hour load out facility unless Buyer provides prior approval, such approval not to be unreasonably withheld or delayed. Buyer shall provide to Seller the price difference from the standard rate of the increased or decreased transportation costs resulting from use of an alternative freight district as necessary to support any such adjustment to the Base Price. Adjustments to the Base Price shall be reflected on the invoice provided to Buyer pursuant to Section 11 hereof.

CEL

Seller a reduced price for such non-conforming Coal. In the event any Non-conforming Shipment hereunder is rejected by Buyer, title to such Coal shall automatically revert back to Seller. Seller shall be responsible for promptly transporting the rejected Coal to an alternate destination determined by Seller and Seller shall reimburse Buyer for all reasonable out-of-pocket costs and expenses incurred by Buyer associated with the transportation, storage, handling and removal of the Non-conforming Shipment. Seller shall, if requested by Buyer, replace the rejected Coal within a reasonable period of time, provided that Buyer gives Seller notice of its desire for replacement Coal within forty-eight (48) hours after rejection of the Non-conforming Shipment. In the event that (i) Buyer rejects a Non-conforming Shipment and does not exercise its option to have the Seller deliver a replacement Shipment; and (ii) Seller pays Buyer the applicable amount pursuant to Section 14(a), then the tonnage of such Non-conforming Shipment shall be deducted from the Contract Quantity of coal to be purchased and sold hereunder. Seller shall remain obligated to Buyer for any Non-conforming Shipment for which Seller does not provide a replacement or fails to pay Buyer for pursuant to Section 14(a).

(f) In the event there are two (2) Non-conforming Shipments not ultimately accepted by Buyer in any three (3) month period, or two (2) out of (4) consecutive Shipments are Non-conforming Shipments not ultimately accepted by Buyer, then in such case Buyer shall have the right to suspend all further deliveries of Coal hereunder. Buyer shall notify Seller in writing of such suspension and, upon receipt of Buyer's notice, Seller shall immediately suspend further deliveries and shall make commercially reasonable effort to correct the conditions giving rise to the delivery of non-conforming coal. Such suspension shall continue until Seller provides Buyer with assurances in writing that are satisfactory to Buyer that the conditions causing delivery of non-conforming coal have been corrected and that Seller can and shall deliver Coal meeting the Quality Specifications as required hereunder. If Seller fails to give such assurances within thirty (30) days after the date of Buyer's notice of suspension or if within a period of three (3) months after such resumption of deliveries, any Shipment is above or below, as applicable, any of the Rejection Limits specified in the Confirmation, it shall constitute an Event of Default hereunder with respect to Seller.

(g) Any waiver by Buyer of any of rights pursuant to this Section 8 with respect to any Shipment or for any period shall not constitute a waiver of such right for any subsequent Shipment(s) or period(s).


9. INTENTIONALLY OMITTED.

10. INTENTIONALLY OMITTED.

11. 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 the 1st through the 15th of the month and on the first day of the following month for 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. Adjustments (such as quality price adjustments located on the cover sheet shall be submitted as a credit or debit on the next month end statement following the calculation date. Documentation showing the basis for the adjustment 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.

M&T Bank


Reference : Constellation Energy Commodities Group, Inc.

(b) With respect to any amounts owing under Section 14 of this Agreement (i.e. any amounts owing for Coal not delivered or received), the Party that is owed such amount shall provide the other Party with an invoice, setting



Constellation Energy
Commodities Group

COMMERCIAL INVOICE

FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.
410 S. WILMINGTON STREET
PEB 9A
RALEIGH, NC 27601
U.S.A.
Attention: BRETT PHIPPS

Invoice No: 0730560
Invoice Date: February 28, 2007

Page 1 of 1

Constellation Contact: Brigit Shaffer
Phone: 410-468-3521

Payment Due Date: March 10, 2007
Payment terms: Net 20th Day of Month After Movement

Date	Movement Document	Delivery Method	Description	Quantity (Ton)	Price per Ton	US Dollars
FLO07(TS)0002 Origin: Fanco FOB: BS/K						
1/2/2007	F 068 1/2/07	Railcar	Sales			
1/2/2007	F 068 1/2/07	Railcar	BTU Adjustment(ActualBTU=12287.00)			
TOTAL						

Invoice	Terms	Due Date	Invoice Total
0730560	Net 20th Day of Month After Movement	3/20/2007	

Comments:

Payment Instructions

By wire transfer in immediately available US Dollars funds.

Account Name: Constellation Energy Commodities Group, Inc.
Bank Name: M&T Bank

ABA: 022-000-046
Account Number: [REDACTED]

From: CONSTELLATION POWER SOURCE, INC.
111 MARKET PLACE SUITE 500



Constellation Energy

Commodities Group

BALTIMORE, MD 21202

Rep Name: Brigit Shaffer
Phone: (410) 468-3521
Fax: (410) 468-1679

Customer: PROGRESS FLORIDA
Rep Name: Jon Putnam
Phone:
Fax:

Revised JAN OTC
Payment Due Date: 3/10/07

Total Amount Due: \$ [REDACTED]
Train Tonnage Price BTU SO2
F 096 1/31/07 [REDACTED] 12528 1.4

[REDACTED] Sale \$ [REDACTED]
1.1388 SO2 Adj. per ton [REDACTED]
0.1176 BTU Adj. per ton [REDACTED]
0.755 Freight Diff. per ton [REDACTED]
Total Amount: [REDACTED]

Handwritten notes:
V. 41.51
any Star...

Payment Instructions

By wire transfer in immediately available federal funds.

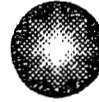
Bank: M&T ABA 022-000- Beneficiary: Constellation Energy Commodities Acct [REDACTED]
BANK No.: 046 Group No.: [REDACTED]

Note: If you disagree with any of the above information, please call immediately.

Notice: Overdue payments shall bear interest on the unpaid portion at a rate equal to the lower of (I) the prime rate of interest for large U.S. money center commercial banks, as published from time to time under "Money Rates" by the Wall Street Journal, plus two percent (2%) per annum from the date due until the date of payment, or (II) the maximum applicable lawful interest rate.

Note: This invoice is based upon best available information. If your remittance amount will be different from the invoiced amount, please contact the undersigned prior to payment date.

From: CONSTELLATION POWER SOURCE, INC.
111 MARKET PLACE SUITE 500



Constellation Energy

Commodities Group

BALTIMORE, MD 21202

Rep Name: **Brigit Shaffer**
Phone: (410) 468-3521
Fax: (410) 468-1679

Customer: **PROGRESS FLORIDA**
Rep Name: **Jon Putnam**
Phone:
Fax:

FEB OTC TRAINS

Payment Due Date: 3/20/07

Total Amount Due: [REDACTED]

Train	Tonnage	Price	BTU	SO2
F 097 2/3/07	[REDACTED]	[REDACTED]	12626	1.46
F 118 2/23/07	[REDACTED]	[REDACTED]	12542	1.53

[REDACTED]	Sale	[REDACTED]	[REDACTED]
.638	SO2 Adj. per ton	[REDACTED]	[REDACTED]
0.356	BTU Adj. per ton	[REDACTED]	[REDACTED]
0.755	Freight Diff. per ton	[REDACTED]	[REDACTED]

Total Amount: [REDACTED]

Payment Instructions

By wire transfer in immediately available federal funds.

Bank: M&T BANK ABA No.: 022-000-046 Beneficiary: Constellation Energy Commodities Group Acct No.: [REDACTED]

Note: If you disagree with any of the above information, please call immediately.

Notice: Overdue payments shall bear interest on the unpaid portion at a rate equal to the lower of (I) the prime rate of interest for large U.S. money center commercial banks, as published from time to time under "Money Rates" by the Wall Street Journal, plus two percent (2%) per annum from the date due until the date of payment, or (II) the maximum applicable lawful interest rate.

Note: This invoice is based upon best available information. If your remittance amount will be different from the invoiced amount, please contact the undersigned prior to payment date.

Share 50/50

Hazard Elkhorn	0.34
Jellico Middlesboro / Harlan	1.63
SWVA	1.63
Clinchfield	1.81
Big Sandy	1.51

Putnam, Jon

(jw)

From: Shaffer, Brigit [Brigit.Shaffer@constellation.com]
Sent: Tuesday, March 13, 2007 10:54 AM
To: Putnam, Jon
Subject: RE: Feb otc adjustments

as I agree, Sorry about that!! Go ahead and pay your amount, I'll forecast it for the 20th. Thanks so much!

From: Putnam, Jon [mailto:Jon.Putnam@pgnmail.com]
Sent: Tuesday, March 13, 2007 10:47 AM
To: Shaffer, Brigit
Subject: RE: Feb otc adjustments

actually, Brigit, I show the contract price as [REDACTED] not [REDACTED]. That makes my total [REDACTED] Do you agree?

Jon Putnam
Regulated Contracts & Fuel Accounting
External: (919) 546-6368
Internal: 8-770-6368
Fax: (919) 546-3258

-----Original Message-----

From: Shaffer, Brigit [mailto:Brigit.Shaffer@constellation.com]
Sent: Tuesday, March 13, 2007 9:15 AM
To: Putnam, Jon
Subject: RE: Feb otc adjustments

no problem!!! thanks!

From: Putnam, Jon [mailto:Jon.Putnam@pgnmail.com]
Sent: Tuesday, March 13, 2007 9:13 AM
To: Shaffer, Brigit
Subject: RE: Feb otc adjustments

Yes I will. Thanks for working with me on this.

Jon Putnam
Regulated Contracts & Fuel Accounting
External: (919) 546-6368
Internal: 8-770-6368
Fax: (919) 546-3258

-----Original Message-----

From: Shaffer, Brigit [mailto:Brigit.Shaffer@constellation.com]
Sent: Tuesday, March 13, 2007 9:09 AM
To: Putnam, Jon
Subject: RE: Feb otc adjustments

PEF-07FL-001549

3/13/2007



Progress Energy

COAL PURCHASE CONFIRMATION

Confirmation #: ICG_2.15.06 – 2007-09

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

Seller: ICG, LLC
300 Corporate Center Dr.
Scott Depot, WV 25560
(P) 304-760-2400 (F) 304-760-2698

The purpose of this letter is to confirm the agreement entered into this 15th day of February, 2006, between ICG, LLC ("ICG" or "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. 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 either Party that purport to modify, supplement or amend this Agreement shall not be binding upon the other Party unless such other Party has expressly agreed to such terms and conditions in writing.

Product Description: Physical CAAP Coal
Seller: ICG, LLC
Buyer: Progress Energy Florida, Inc.
Term (Delivery Period): January 1, 2007 thru December 31, 2009
Contract Quantity: ██████ tons total; shipped at approximately ██████ tons per month in 2007 and 20,000 tons per month in 2008 & 2009
Contract Price:
2007 - ██████
2008 - ██████
2009 - ██████

Delivery Point(s): FOB Railcar; served by CSX railroad. Big Sandy freight district.
Production Source(s): Supreme Energy Loadout or Raven Loadout
Destination Plant(s): Crystal River Plant

Transportation Specifications: If delivery is to occur by rail, Seller shall comply with the Transportation Specifications attached hereto as Exhibit 1. In the event of any conflict between the Transportation Specifications and the GTC, the terms of the Transportation Specifications shall prevail.

Quality Specifications: All Coal delivered hereunder shall meet the Quality Specifications specified in the following table for each of the listed criteria. The Rejection Limits shall be as specified in the following table for each of the listed criteria. All amounts are as measured on an as-received basis in accordance with ASTM standards.

	<u>Quality Specification</u>	<u>Rejection Limit</u>
BTU:	12,500 Btu/lb. monthly weighted average	Less than 12,000 Btu/lb.
S0, lbs./MMBtu:	1.9 lbs. monthly weighted average	Greater than 2.1 lbs.

SSJ



INTERNATIONAL COAL GROUP

INVOICE

ICG, LLC

300 Corporate Centre Drive
Scott Depot, WV 25560
Ph: 304-760-2652
Fx: 304-760-2698

Invoice : 106989
Date : 1/31/2007
PO : Crystal Plant
Order : PEF-200-001
Due Date : 2/28/2007

Sold To : Progress Energy Florida, Inc.
410 S. Wilmington St PEB 10
Raleigh, NC 27601

Ship To : Progress Energy Florida, Inc.
410 S. Wilmington St PEB 10
Raleigh, NC 27601

Shipments

Description	Price	Weight	Total
01/16/07 TRAIN F105 from Raven Prep Plant	[REDACTED]	[REDACTED]	[REDACTED]
SubTotal	[REDACTED]	[REDACTED]	[REDACTED]

Quality and Freight

Description	Price	Tons	Total
Quality BTU Penalty	[REDACTED]	[REDACTED]	[REDACTED]
Quality SO2 Premium	[REDACTED]	[REDACTED]	[REDACTED]

Invoice Total [REDACTED]

Terms :

Remit To : ICG, LLC
National City Bank
ABA 083000056; Acct [REDACTED]
Cleveland, OH 44193

PEF-07FL-001566



Mineral Labs, Inc

Report of Analysis

for ICG, LLC @ RAVEN

Date 1/16/2007

Sample ID. PROGRESS FUELS ; F-105 ; 92 CARS

Sample ID. Cartop

LAB# 170104296

Moisture 5.85

Ash AR 12.57

Ash Dry 13.35

Sulfur AR 0.97

Sulfur Dry 1.03

Btu AR 12,178

Btu Dry 12,935

Btu MAF 14,928

LBS/SO2 1.59

Tons=

Grind

Vol AR

Vol Dry

F.S.I.

Carbon AR

Carbon Dry

Fusion

Initial
Soft
Hemis
Fluid

FSI:



INTERNATIONAL COAL GROUP

INVOICE

ICG, LLC
 300 Corporate Centre Drive ✓
 Scott Depot, WV 25560
 Ph: 304-760-2652 - *Sandy 10/10/06*
 Fx: 304-760-2698

Invoice : 107272
 Date : 3/6/2007
 PO : Crystal Plant
 Order : PEF-200-001
 Due Date : 4/6/2007

Sold To : Progress Energy Florida, Inc.
 410 S. Wilmington St PEB 10
 Raleigh, NC 27601

Ship To : Progress Energy Florida, Inc.
 410 S. Wilmington St PEB 10
 Raleigh, NC 27601

Shipments

Description	Price	Weight	Total
02/04/07 TRAIN F109 from Raven Prep Plant	[REDACTED]	[REDACTED]	[REDACTED]
	SubTotal	[REDACTED]	[REDACTED]

Quality and Freight

Description	Price	Tons	Total
Quality BTU Premium [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
Quality SO2 Premium [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]

*error
by ICG per
phone call
3/7/07*

Invoice Total \$ [REDACTED]

Terms :

Remit To : ICG, LLC
 National City Bank
 ABA 083000056; Acct: [REDACTED]
 Cleveland, OH 44193

PEF-07FL-001568

further represents and warrants that the coal properties 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 mine coal from the coal property and that it has loading facilities, described in Exhibit "A", attached hereto and made a part hereof, capable of loading at the rate required to comply with this Agreement. SELLER hereby expressly dedicates to PURCHASER sufficient reserves of coal meeting the quality specifications hereof and lying on or in the coal properties so as to fulfill the quantity specifications hereof. SELLER shall not ship any coal from sources other than those identified in Exhibit A without the prior written consent of PURCHASER which consent shall not be unreasonably withheld.

3.01 Quantity. During each calendar year during the term hereof, the quantity of coal to be delivered hereunder shall be [REDACTED] +/- [REDACTED] tons or approximately [REDACTED] tons per calendar month, prorated for any partial calendar year.

4.01 Term. The initial term ("Initial Term") of this Agreement will commence on January 1, 2005, and will continue in effect for a period of twelve (12) months. On or before October 1, 2005, the parties shall negotiate in good faith to extend this Agreement for an additional term of twelve (12) months. If the parties, for any reason, are unable to reach agreement for a new Base Price for calendar year 2006 by November 1, 2005, then this Agreement shall extend an additional six (6) months at the Base Price in effect on December 31, 2005 in effect and expire June 30, 2006.

5.01 Base Price. The base price per ton of coal, (hereinafter "Base Price") f.o.b. SELLER'S mine loading site, shall be \$ [REDACTED] per ton, f.o.b. railcar, 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 during any extended term shall be as negotiated as provided in Section 4.01 above. The mine loading site shall be the point of delivery ("Delivery

APPENDIX B

Railroad and Railcar Demurrage/Detention Costs

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series as in existence on the effective date of this Agreement.
 2. Dead Freight: Actual railroad charges unless railcars loaded to 95 percent capacity (non-batch weigh) or 98 percent from batch weigh.
 3. Crew Change: [REDACTED] per change, as in existence on the effective date of the Agreement.
-

ORIGINAL



April 7, 2005

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

Dear Mr. Parker

This Letter Agreement is being written to amend the following contracts:

1. Agreement for the Sale and Purchase of Coal between Massey Coals Sales Company and Electric Fuels Corporation dated June 1, 1999, as amended (Contract 1), and
2. Agreement for the Sale and Purchase of Coal between Massey Utility Sales Company and Progress Fuels Corporation dated September 8, 2004 (Contract 2).

At the end of calendar year 2004 there were [REDACTED] tons remaining to be shipped on Contract 1. This amount includes [REDACTED] tons of Carry Over Tons and [REDACTED] tons of contract tons due to be shipped during first quarter 2005. During the first quarter, [REDACTED] tons were shipped on Contract 1, leaving [REDACTED] tons remaining. The price of Contract 1 was [REDACTED] f.o.b. railcar. (See Attachment 1.)

The initial term of Contract 2 is January 1, 2005 through December 31, 2005. The quantity to be shipped is [REDACTED] tons at a price of [REDACTED] f.o.b. railcar. (See Attachment 1.)

The intent of this amendment is to combine the remaining tons on both Contract 1 and Contract 2 beginning April 1, 2005, continuing through December 31, 2005, or until all of the tonnage is shipped subject to all the terms and provisions of Contract 2. Further, the intent is to create one billing price for the combined contracts. The combined price of [REDACTED] and the remaining tons as of April 1, 2005 are detailed on Attachment 1 of this Letter Agreement.

If you are in agreement terms outlined above, please indicate so by having the appropriate individuals sign on behalf of Massey Coal Sales Company and Massey

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

PEF-07FL-001596

ATTACHMENT 1

MASSEY A RAIL
2004 CARRYOVER TONS

Undership 2004 [REDACTED]

2004 Contract 1 Price [REDACTED]
 2005 Contract 1 Price [REDACTED] tons ends 3/31/05
 2005 Contract 2 Price [REDACTED] tons 1/1 - 12/31/05

2005	TONS PURCHASED	YTD	BALANCE REMAINING
JAN	[REDACTED]	[REDACTED]	[REDACTED]
FEB	[REDACTED]	[REDACTED]	[REDACTED]
MAR	[REDACTED]	[REDACTED]	[REDACTED]
APR	[REDACTED]	[REDACTED]	[REDACTED]
MAY	[REDACTED]	[REDACTED]	[REDACTED]
JUN	[REDACTED]	[REDACTED]	[REDACTED]
JUL	[REDACTED]	[REDACTED]	[REDACTED]
AUG	[REDACTED]	[REDACTED]	[REDACTED]
SEP	[REDACTED]	[REDACTED]	[REDACTED]
OCT	[REDACTED]	[REDACTED]	[REDACTED]
NOV	[REDACTED]	[REDACTED]	[REDACTED]
DEC	[REDACTED]	[REDACTED]	[REDACTED]

	Tons	Rate	Dollars	
Remaining 2004 C/O tons	[REDACTED]	[REDACTED]	\$ [REDACTED]	
2005 Contract 1 tons: 1/1-3/31/05	[REDACTED]	[REDACTED]	\$ [REDACTED]	
Contract 2 tons: 1/1 -12/31/05	[REDACTED]	[REDACTED]	\$ [REDACTED]	[REDACTED] Wtd Avg Rate

Amendment to the Agreement for the Sale and Purchase of Coal

This Amendment to the Agreement for the Sale and Purchase of Coal (this "Amendment") is made and entered into as of the 9th day of Jan., 2006 (the "Effective Date") by and between Progress Fuels Corporation ("PFC" or "PURCHASER") and Massey Utility Sales Company ("Massey" or "SELLER"). Each of PFC and Massey may sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, PFC and Massey have entered that certain Agreement for the Sale and Purchase of Coal dated September 8, 2004 (the "Agreement") pursuant to which Massey agreed to sell and deliver and PFC agreed to purchase and accept certain quantities of coal, subject to the terms and conditions set forth therein;

WHEREAS, PFC and Massey 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 PFC and Massey and intending to be legally bound hereby, PFC and Massey hereby agree as follows:

1. Section 4.01 Term. Notwithstanding the provision of Section 4.01, the Parties agree that the term of this Agreement shall be extended for an additional twelve (12) month period and therefore the Agreement shall expire on December 31, 2006.
2. Section 5.01 Base Price. For the period [REDACTED] the "Base Price" shall be [REDACTED] per ton, delivered F.O.B. the railcar.
3. Make-up Shipments. SELLER acknowledges that PURCHASER previously entered into the Agreement with the intent to subsequently provide the coal purchased and sold pursuant to the Agreement to PURCHASER's affiliate, PEF. During the Initial Term of this Agreement, shortfalls have occurred and as a result of such shortfalls there remain as of the Effective Date of this Amendment outstanding obligations for Seller to sell and deliver, and PURCHASER to purchase and receive the shortfall tons of coal in make-up obligations (the "Make-up Tons"). SELLER and PURCHASER each acknowledge the difficulty in rescheduling such shipments during the current calendar year as required pursuant to Section 7.06 of the Agreement ("Section 7.06"). Therefore the Parties agree to negotiate in good faith the quantity of the Make-up Tons and the schedule for such shipments.

discharges Assignee from any and all duties, obligations and liability arising as of and after the Effective Date under and with respect to the Assigned Agreement.

2. Amendments.

(a) Section 4.01 Term. The term of the Non-compliance Contract shall be extended for an additional two (2) year period commencing on January 1, 2007 and ending on [REDACTED], inclusive (the "Secondary Term"). Upon expiration of the Secondary Term the term of the Non-compliance Contract shall be extended for an additional twelve (12) month period in accordance with the provisions of Section 7.06 of the Non-compliance Contract in order to provide for the make-up of delivery shortfalls as set forth below.

(b) Delivery Shortfalls.

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(c) Section 3.01 Quantity.

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

- (d) [REDACTED]
 - (i) [REDACTED]
 - (ii) [REDACTED]
 - (iii) [REDACTED]
 - (iv) [REDACTED]
 - (v) [REDACTED]

(e) [REDACTED]

acceptance obligations of the Parties for such year, and, Paragraph 2(d) notwithstanding, the Base Price for all such tons shall be the weighted average determined using the prices for such tons set forth in or determined under Paragraph 2(d).

22427-01

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Bill To: Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Order Description		
	Progress-EFC 2.10#, 12,100 Btu		
	Customer Order No.	Contract No.	
	2.10# (NR Contract)		
	Order No.	Release No.	
S31268			
Ship To: Progress Energy - Red Level Junction Crystal River FL	FOB		
	Origin		
	Governing Weights		
	Origin		
	Billing Terms		
	10 days from receipt of invoice		
	Customer Number	Shipment Origin	
	104	Goff #84191	
	Invoice Due Date		
	01/19/07		
Remit To: Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	Train No.	Permit No.	Tide/Class
	F071	F071	
	Ship Date	Total Units	Total Tons
	01/01/07	95	
	Salesperson		
J Parker Steam-Direct			
Invoice Total>>			

Unit Number	Net Tons	Price	Amount
PEFX 3008			
PEFX 86002			
PEFX 86011			
PEFX 86028			
PEFX 86032			
PEFX 86043			
PEFX 86061			
PEFX 86067			
PEFX 86072			
PEFX 86078			
PEFX 87004			
PEFX 87020			
PEFX 87045			
PEFX 87053			
PEFX 87063			
PEFX 87083			
PEFX 87087			
PEFX 87503			
PEFX 87509			
PEFX 87516			
PEFX 87521			
PEFX 87523			
PEFX 87531			
PEFX 87539			
PEFX 87544			
PEFX 87550			
PEFX 87568			
PEFX 87581			
PEFX 87594			
PEFX 89001			

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Unit Number	Net Tons	Price	Amount
PEFX 89004			
PEFX 89006			
PEFX 89019			
PEFX 89026			
PEFX 89029			
PEFX 89033			
PEFX 89036			
PEFX 89038			
PEFX 89043			
PEFX 89044			
PEFX 89053			
PEFX 89063			
PEFX 89066			
PEFX 89067			
PEFX 89069			
PEFX 89072			
PEFX 89077			
PEFX 89083			
PEFX 89084			
PEFX 89085			
PEFX 89087			
PEFX 89095			
PEFX 89109			
PEFX 90019			
PEFX 90022			
PEFX 90023			
PEFX 90024			
PEFX 90033			
PEFX 90039			
PEFX 90045			
PEFX 90051			
PEFX 90082			
PEFX 90089			
PEFX 90091			
PEFX 90095			
PEFX 90099			
PEFX 90109			
PEFX 90113			
PEFX 90123			
PEFX 90124			
PEFX 90154			
PEFX 90156			
PEFX 90163			
PEFX 90165			
PEFX 90204			
PEFX 90209			
PEFX 90210			
PEFX 90212			
PEFX 90216			
PEFX 90217			
PEFX 90218			
PEFX 92010			
PEFX 93001			
PEFX 93005			
PEFX 93020			
PEFX 93032			
PEFX 93035			
PEFX 93049			
PEFX 99005			
PEFX 99007			
PEFX 99015			
PEFX 99017			
PEFX 99019			
PEFX 99021			

Massey Coal Sales

Customer Invoice

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01/04/07

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 99024	[REDACTED]	[REDACTED]	[REDACTED]
- Total Coal Purchase >>	[REDACTED]	[REDACTED]	[REDACTED]
			Total Invoice Amount >> [REDACTED]

Massey Coal Sales

Customer Invoice

0126939INV

01/09/07

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Bill To:		Order Description			
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261		Progress Fuels Compliance, 12,			
		Customer Order No.	Contract No.		
		Compliance- FOB Rail			
		Order No.	Release No.		
		S30893			
		FOB			
		Origin			
Ship To		Governing Weights			
Progress Energy - Red Level Junction Crystal River FL		Origin			
		Billing Terms			
		10 days from receipt of invoice			
		Customer Number	Shipment Origin		
		104	Sylvester (Prog) #82231		
		Invoice Due Date			
		01/24/07			
Remit To		Train No.	Permit No.	Tide/Class	
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048		F090	F090		
		Ship Date	Total Units	Total Tons	
		01/05/07	94	[REDACTED]	
		Salesperson			
		J Parker Steam-Direct			
		Invoice Total>> [REDACTED]			

Unit Number	Net Tons	Price	Amount
PEFX 6000	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6002	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6008	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6016	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6021	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6024	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6025	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6027	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6028	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6029	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6030	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6031	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6042	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6058	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6065	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6070	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6071	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6072	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6073	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6074	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6076	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6077	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6078	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6079	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6080	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6081	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6082	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6083	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6084	[REDACTED]	[REDACTED]	[REDACTED]

*See
attachment*

Massey Coal Sales

Customer Invoice

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

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Unit Number	Net Tons	Price	Amount
PEFX 6085			
PEFX 6086			
PEFX 6087			
PEFX 6088			
PEFX 6089			
PEFX 6090			
PEFX 6091			
PEFX 6092			
PEFX 6093			
PEFX 6094			
PEFX 6095			
PEFX 6096			
PEFX 6097			
PEFX 6098			
PEFX 6099			
PEFX 6100			
PEFX 6101			
PEFX 6102			
PEFX 6103			
PEFX 6104			
PEFX 6200			
PEFX 6201			
PEFX 6202			
PEFX 6203			
PEFX 6204			
PEFX 6205			
PEFX 6206			
PEFX 6207			
PEFX 6208			
PEFX 6209			
PEFX 6210			
PEFX 6212			
PEFX 6213			
PEFX 6214			
PEFX 6215			
PEFX 6217			
PEFX 6218			
PEFX 6219			
PEFX 6275			
PEFX 6280			
PEFX 6281			
PEFX 6282			
PEFX 6283			
PEFX 6284			
PEFX 6285			
PEFX 6287			
PEFX 6288			
PEFX 6290			
PEFX 6291			
PEFX 6292			
PEFX 6293			
PEFX 6294			
PEFX 6295			
PEFX 6296			
PEFX 6297			
PEFX 6298			
PEFX 6299			
PEFX 6300			
PEFX 6301			
PEFX 6302			
PEFX 6303			
PEFX 6304			
PEFX 89074			
PEFX 89112			

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Total Coal Purchase >>

██████████ ██████████ ██████████

Total Invoice Amount >> ██████████

Putnam, Jon

From: Chenault, Dawn [Dawn.Chenault@masseyenergyco.com]
Sent: Thursday, January 11, 2007 3:26 PM
To: PEF Coal Invoices
Cc: Ulen, Traci
Subject: RE: F090
Importance: High

on.
ou can process your payment for [REDACTED] tons.

ranks.
awn

-----Original Message-----

From: PEF Coal Invoices [mailto:PEFCoalInvoices@pgnmail.com]
Sent: Thursday, January 11, 2007 3:10 PM
To: Ulen, Traci; PEF Coal Invoices
Cc: Chenault, Dawn
Subject: RE: F090

We show [REDACTED] tons for this train per CSX waybill. I see yours has [REDACTED]....is this an estimate, or has there been an updated waybill?

Jon Putnam
Regulated Contracts & Fuel Accounting
External: (919) 546-6368
Internal: 8-770-6368
Fax: (919) 546-3258

-----Original Message-----

From: Ulen, Traci [mailto:Traci.Ulen@masseyenergyco.com]
Sent: Tuesday, January 09, 2007 2:50 PM
To: PEF Coal Invoices
Cc: Chenault, Dawn
Subject: F090

<<f090 - 01.09.07.pdf>>

Traci Ulen
Sales/Accounting Administrative Assistant
Massey Energy Company
Phone: (804) 788-1806
Fax: (804) 782-1681
traci.ulen@masseyenergyco.com

/11/2007

PEF-07FL-001612

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Bill To	Order Description		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Progress Fuels Compliance, 12.		
	Customer Order No.	Contract No.	
	Compliance- FOB Rail		
	Order No.	Release No.	
	S30893		
FOB			
Origin			
Ship To	Governing Weights		
Progress Energy - Red Level Junction Crystal River FL	Origin		
	Billing Terms:		
	10 days from receipt of invoice		
	Customer Number	Shipment Origin	
	104	Sylvester (Prog) #82231	
Invoice Due Date			
02/07/07			
Remit To	Train No.	Permit No.	Tide/Class
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	F091	F091	
	Ship Date	Total Units	Total Tons
	01/22/07	91	[REDACTED]
	Salesperson		
	J Parker Steam-Direct		
Invoice Total >> [REDACTED]			

Unit Number	Net Tons	Price	Amount
PEFX 6001	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6010	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6023	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6026	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6032	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6033	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6034	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6035	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6036	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6037	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6038	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6039	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6040	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6041	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6043	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6044	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6045	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6046	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6047	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6048	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6049	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6050	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6051	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6052	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6053	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6054	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6055	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6056	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6057	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6059	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

0128088INV

01/23/07

Page 2 of 3


PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 6060			
PEFX 6061			
PEFX 6062			
PEFX 6063			
PEFX 6064			
PEFX 6066			
PEFX 6067			
PEFX 6068			
PEFX 6069			
PEFX 6075			
PEFX 6216			
PEFX 6220			
PEFX 6221			
PEFX 6222			
PEFX 6225			
PEFX 6226			
PEFX 6227			
PEFX 6228			
PEFX 6229			
PEFX 6230			
PEFX 6231			
PEFX 6232			
PEFX 6233			
PEFX 6234			
PEFX 6235			
PEFX 6237			
PEFX 6238			
PEFX 6239			
PEFX 6240			
PEFX 6241			
PEFX 6242			
PEFX 6243			
PEFX 6244			
PEFX 6245			
PEFX 6246			
PEFX 6247			
PEFX 6249			
PEFX 6250			
PEFX 6251			
PEFX 6252			
PEFX 6253			
PEFX 6254			
PEFX 6255			
PEFX 6256			
PEFX 6257			
PEFX 6258			
PEFX 6259			
PEFX 6260			
PEFX 6265			
PEFX 6266			
PEFX 6267			
PEFX 6268			
PEFX 6269			
PEFX 6270			
PEFX 6271			
PEFX 6272			
PEFX 6273			
PEFX 6274			
PEFX 6277			
PEFX 6278			
PEFX 6279			
Total Coal Purchase >>			

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Total Invoice Amount>> 

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Bill To	Order Description		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Progress Fuels Compliance, 12.		
	Customer Order No	Contract No	
	Compliance- FOB Rail		
	Order No	Release No	
	S30893		
	FOB		
	Origin		
Ship To	Governing Weights		
Progress Energy - Red Level Junction Crystal River FL	Origin		
	Billing Terms		
	10 days from receipt of invoice		
	Customer Number	Shipment Origin	
	104	Sylvester (Prog) #82231	
	Invoice Due Date		
	02/08/07		
Remit To	Train No	Permit No	Tide/Class
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	F092	F092	
	Ship Date	Total Units	Total Tons
	01/22/07	92	
	Salesperson		
	J Parker Steam-Direct		
	Invoice Total >> [REDACTED]		

Unit Number	Net Tons	Price	Amount
PEFX 6000	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6002	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6008	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6016	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6021	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6024	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6025	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6027	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6028	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6029	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6030	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6031	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6042	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6058	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6065	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6070	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6071	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6072	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6073	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6074	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6076	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6077	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6078	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6079	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6080	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6081	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6082	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6083	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6084	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 6085			
PEFX 6086			
PEFX 6087			
PEFX 6088			
PEFX 6089			
PEFX 6090			
PEFX 6091			
PEFX 6092			
PEFX 6093			
PEFX 6094			
PEFX 6095			
PEFX 6096			
PEFX 6097			
PEFX 6098			
PEFX 6099			
PEFX 6100			
PEFX 6101			
PEFX 6102			
PEFX 6103			
PEFX 6104			
PEFX 6200			
PEFX 6201			
PEFX 6202			
PEFX 6203			
PEFX 6204			
PEFX 6205			
PEFX 6206			
PEFX 6207			
PEFX 6208			
PEFX 6209			
PEFX 6210			
PEFX 6212			
PEFX 6213			
PEFX 6214			
PEFX 6215			
PEFX 6217			
PEFX 6218			
PEFX 6219			
PEFX 6275			
PEFX 6280			
PEFX 6281			
PEFX 6282			
PEFX 6283			
PEFX 6284			
PEFX 6285			
PEFX 6287			
PEFX 6288			
PEFX 6290			
PEFX 6291			
PEFX 6292			
PEFX 6293			
PEFX 6294			
PEFX 6295			
PEFX 6296			
PEFX 6297			
PEFX 6298			
PEFX 6299			
PEFX 6300			
PEFX 6301			
PEFX 6302			
PEFX 6303			
PEFX 6304			
Total Coal Purchase >>			

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Total Invoice Amount>> 

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Bill To		Order Description			
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261		Progress-EFC 2.10#, 12,100 Btu			
		Customer Order No.	Contract No.		
		High Sulfur - 2.10#			
		Order No.	Release No.		
		S31068			
Ship To		Governing Weights			
Progress Energy - Red Level Junction Crystal River FL		Origin			
		Billing Terms:			
		10 days from receipt of invoice			
		Customer Number	Shipment Origin		
		104	Sylvester (Prog) #82231		
Remit To		Invoice Due Date			
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048		02/10/07			
		Train No.	Permit No.	Tide/Class	
		F093	F093		
		Ship Date	Total Units	Total Tons	
		01/25/07	88		
		Salesperson			
		J Parker Steam-Direct			
		Invoice Total>> [REDACTED]			

Unit Number	Net Tons	Price	Amount
PEFX 3008	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86002	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86011	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86028	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86032	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86043	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86061	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86067	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86072	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86078	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87004	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87020	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87045	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87063	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87087	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87509	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87516	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87521	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87531	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87539	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87544	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87550	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87568	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87581	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87594	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 89001	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 89004	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 89006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 89019	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 89026	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

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Unit Number	Net Tons	Price	Amount
PEFX 89029			
PEFX 89033			
PEFX 89036			
PEFX 89038			
PEFX 89043			
PEFX 89044			
PEFX 89053			
PEFX 89063			
PEFX 89066			
PEFX 89067			
PEFX 89069			
PEFX 89077			
PEFX 89083			
PEFX 89084			
PEFX 89085			
PEFX 89087			
PEFX 89095			
PEFX 89109			
PEFX 90019			
PEFX 90022			
PEFX 90023			
PEFX 90024			
PEFX 90033			
PEFX 90039			
PEFX 90045			
PEFX 90051			
PEFX 90082			
PEFX 90089			
PEFX 90091			
PEFX 90095			
PEFX 90099			
PEFX 90109			
PEFX 90113			
PEFX 90123			
PEFX 90124			
PEFX 90154			
PEFX 90156			
PEFX 90163			
PEFX 90165			
PEFX 90204			
PEFX 90209			
PEFX 90210			
PEFX 90212			
PEFX 90216			
PEFX 90218			
PEFX 92010			
PEFX 93001			
PEFX 93005			
PEFX 93020			
PEFX 93032			
PEFX 93035			
PEFX 93049			
PEFX 99005			
PEFX 99007			
PEFX 99015			
PEFX 99017			
PEFX 99019			
PEFX 99024			

Total Coal Purchase >>

Total Invoice Amount>>

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Bill To		Order Description		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261		Progress Fuels Compliance, 12,		
		Customer Order No.	Contract No.	
		Compliance- FOB Rail		
		Order No.	Release No.	
		S30893		
Ship To		Governing Weights		
Progress Energy - Red Level Junction Crystal River FL		Origin		
		Billing Terms		
		10 days from receipt of invoice		
		Customer Number	Shipment Origin	
		104	Sylvester (Prog) #82231	
Remit To		Invoice Due Date		
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048		02/14/07		
		Train No.	Permit No.	Tide/Class
		F094	F094	
		Ship Date	Total Units	Total Tons
		01/28/07	92	
		Salesperson		
		J Parker Steam-Direct		
		Invoice Total >> [REDACTED]		

Unit Number	Net Tons	Price	Amount
PEFX 3001	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3012	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6003	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6004	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6005	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6007	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6009	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6012	[REDACTED]	[REDACTED]	[REDACTED]
PEEX 6013	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6014	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6015	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6017	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6018	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6019	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6020	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6223	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6224	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6236	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6262	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6263	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6264	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86003	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86019	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86020	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86021	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86027	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86033	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86037	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86039	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 86052			
PEFX 86079			
PEFX 87013			
PEFX 87018			
PEFX 87047			
PEFX 87049			
PEFX 87054			
PEFX 87071			
PEFX 87502			
PEFX 87505			
PEFX 87527			
PEFX 87528			
PEFX 87541			
PEFX 87575			
PEFX 87579			
PEFX 87580			
PEFX 87588			
PEFX 87592			
PEFX 87599			
PEFX 89014			
PEFX 89046			
PEFX 89082			
PEFX 89088			
PEFX 89099			
PEFX 89100			
PEFX 90006			
PEFX 90031			
PEFX 90036			
PEFX 90041			
PEFX 90044			
PEFX 90050			
PEFX 90059			
PEFX 90079			
PEFX 90080			
PEFX 90083			
PEFX 90087			
PEFX 90092			
PEFX 90093			
PEFX 90097			
PEFX 90102			
PEFX 90131			
PEFX 90134			
PEFX 90146			
PEFX 90149			
PEFX 90151			
PEFX 90158			
PEFX 90162			
PEFX 90164			
PEFX 90181			
PEFX 90207			
PEFX 92003			
PEFX 92005			
PEFX 93004			
PEFX 93006			
PEFX 93013			
PEFX 93014			
PEFX 93015			
PEFX 93021			
PEFX 93023			
PEFX 93037			
PEFX 99003			
PEFX 99016			
Total Coal Purchase >>			

Massey Coal Sales

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Customer Invoice		
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Total Invoice Amount>> 

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Bill To	Order Description		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Progress Fuels Compliance, 12,		
	Customer Order No.	Contract No.	
	Compliance- FOB Rail		
	Order No.	Release No.	
	S30893		
FOB			
Origin			
Ship To	Governing Weights		
Progress Energy - Red Level Junction Crystal River FL	Origin		
	Billing Terms		
	10 days from receipt of invoice		
	Customer Number	Shipment Origin	
	104	Sylvester (Prog) #82231	
Invoice Due Date			
02/27/07			
Remit To	Train No.	Permit No.	Tide/Class
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	F124	F124	
	Ship Date	Total Units	Total Tons
	02/09/07	91	
	Salesperson		
	J Parker Steam-Direct		
Invoice Total>> [REDACTED]			

Unit Number	Net Tons	Price	Amount
PEFX 3001	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3012	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 56037	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6003	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6004	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6005	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6007	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6009	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6012	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6013	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6014	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6015	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6017	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6018	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6019	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6020	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6223	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6224	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6236	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6262	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6263	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6264	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86003	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86019	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86020	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86021	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86027	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86033	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86039	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 86052			
PEFX 86079			
PEFX 87013			
PEFX 87018			
PEFX 87047			
PEFX 87049			
PEFX 87054			
PEFX 87071			
PEFX 87502			
PEFX 87505			
PEFX 87527			
PEFX 87528			
PEFX 87541			
PEFX 87575			
PEFX 87579			
PEFX 87580			
PEFX 87588			
PEFX 87592			
PEFX 87599			
PEFX 89014			
PEFX 89028			
PEFX 89046			
PEFX 89082			
PEFX 89099			
PEFX 89100			
PEFX 90006			
PEFX 90031			
PEFX 90036			
PEFX 90041			
PEFX 90044			
PEFX 90050			
PEFX 90059			
PEFX 90079			
PEFX 90080			
PEFX 90083			
PEFX 90087			
PEFX 90092			
PEFX 90093			
PEFX 90097			
PEFX 90102			
PEFX 90131			
PEFX 90134			
PEFX 90146			
PEFX 90149			
PEFX 90151			
PEFX 90158			
PEFX 90162			
PEFX 90164			
PEFX 90181			
PEFX 90207			
PEFX 92003			
PEFX 92005			
PEFX 93004			
PEFX 93006			
PEFX 93013			
PEFX 93014			
PEFX 93015			
PEFX 93021			
PEFX 93023			
PEFX 99003			
PEFX 99016			
Total Coal Purchase >>			

Massey Coal Sales

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Customer Invoice		
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Total Invoice Amount>> \$ [REDACTED]

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Bill To:	Order Description:		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Progress Fuels Compliance, 12,		
	Customer Order No.	Contract No.	
	Compliance- FOB Rail		
	Order No.	Release No.	
	S30893		
	FOB:		
	Origin		
Ship To:	Governing Weights:		
Progress Energy - Red Level Junction Crystal River FL	Origin		
	Billing Terms		
	10 days from receipt of invoice		
	Customer Number	Shipment Origin	
	104	Sylvester (Prog) #82231	
	Invoice Due Date		
	02/27/07		
Remit To:	Train No.	Permit No.	Tide/Class
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	F126	F126	
	Ship Date	Total Units	Total Tons
	02/12/07	91	
	Salesperson		
	J Parker Steam-Direct		
Invoice Total >> [REDACTED]			

Unit Number	Net Tons	Price	Amount
PEFX 6000	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6002	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6008	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6016	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6021	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6024	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6025	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6027	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6028	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6029	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6030	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6031	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6042	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6058	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6065	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6070	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6071	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6072	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6073	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6074	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6076	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6077	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6078	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6079	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6080	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6081	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6082	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6083	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6084	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

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Unit Number	Net Tons	Price	Amount
PEFX 6085			
PEFX 6086			
PEFX 6087			
PEFX 6088			
PEFX 6089			
PEFX 6090			
PEFX 6091			
PEFX 6092			
PEFX 6093			
PEFX 6094			
PEFX 6095			
PEFX 6096			
PEFX 6097			
PEFX 6098			
PEFX 6099			
PEFX 6100			
PEFX 6101			
PEFX 6102			
PEFX 6103			
PEFX 6104			
PEFX 6200			
PEFX 6201			
PEFX 6202			
PEFX 6203			
PEFX 6204			
PEFX 6205			
PEFX 6206			
PEFX 6207			
PEFX 6208			
PEFX 6210			
PEFX 6212			
PEFX 6213			
PEFX 6214			
PEFX 6215			
PEFX 6217			
PEFX 6218			
PEFX 6219			
PEFX 6275			
PEFX 6280			
PEFX 6281			
PEFX 6282			
PEFX 6283			
PEFX 6284			
PEFX 6285			
PEFX 6287			
PEFX 6288			
PEFX 6290			
PEFX 6291			
PEFX 6292			
PEFX 6293			
PEFX 6294			
PEFX 6295			
PEFX 6296			
PEFX 6297			
PEFX 6298			
PEFX 6299			
PEFX 6300			
PEFX 6301			
PEFX 6302			
PEFX 6303			
PEFX 6304			
Total Coal Purchase >>			

Massey Coal Sales

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Customer Invoice		
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Total Invoice Amount>> 

Massey Coal Sales

Customer Invoice

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Bill To		Order Description			
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261		Progress Fuels Compliance, 12,			
		Customer Order No.		Contract No.	
		Compliance- FOB Rail			
		Order No.		Release No.	
		S30893			
		FOB			
		Origin			
Ship To:		Governing Weights			
Progress Energy - Red Level Junction Crystal River FL		Origin			
		Billing Terms			
		10 days from receipt of invoice			
		Customer Number		Shipment Origin	
		104		Sylvester (Prog) #82231	
		Invoice Due Date			
		02/28/07			
Remit To		Train No.	Permit No.	Tide/Class	
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048		F127	F127		
		Ship Date	Total Units	Total Tons	
		02/12/07	90	[REDACTED]	
		Salesperson			
		J Parker Steam-Direct			
		Invoice Total > [REDACTED]			

Unit Number	Net Tons	Price	Amount
ELFX 87060	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3002	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3007	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3015	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5001	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5004	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5015	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5020	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86013	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86026	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86053	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86071	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86073	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87008	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87015	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87016	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87021	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87027	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87037	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87050	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87051	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87058	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87064	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87081	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87088	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87090	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87512	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87513	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87515	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87529	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 87530			
PEFX 87532			
PEFX 87563			
PEFX 87564			
PEFX 87586			
PEFX 87593			
PEFX 89002			
PEFX 89007			
PEFX 89009			
PEFX 89015			
PEFX 89016			
PEFX 89024			
PEFX 89041			
PEFX 89042			
PEFX 89092			
PEFX 89098			
PEFX 89108			
PEFX 89116			
PEFX 90003			
PEFX 90009			
PEFX 90016			
PEFX 90017			
PEFX 90029			
PEFX 90034			
PEFX 90046			
PEFX 90052			
PEFX 90058			
PEFX 90063			
PEFX 90085			
PEFX 90086			
PEFX 90090			
PEFX 90096			
PEFX 90114			
PEFX 90126			
PEFX 90127			
PEFX 90136			
PEFX 90144			
PEFX 90147			
PEFX 90148			
PEFX 90152			
PEFX 90153			
PEFX 90159			
PEFX 90166			
PEFX 90167			
PEFX 90174			
PEFX 90178			
PEFX 90182			
PEFX 90202			
PEFX 92008			
PEFX 92009			
PEFX 93016			
PEFX 93017			
PEFX 93028			
PEFX 93040			
PEFX 93048			
PEFX 99001			
PEFX 99008			
PEFX 99009			
PEFX 99011			
PEFX 99022			
Total Coal Purchase >>			

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer InVOICE		
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Total Invoice Amount>> 

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Bill To	Order Description			
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Progress Fuels Compliance, 12,			
	Customer Order No.	Contract No.		
	Compliance- FOB Rail			
	Order No.	Release No.		
	S30893			
FOB				
Origin				
Ship To	Governing Weights			
Progress Energy - Red Level Junction Crystal River FL	Origin			
	Billing Terms			
	10 days from receipt of invoice			
	Customer Number	Shipment Origin		
	104	Sylvester (Prog) #82231		
Invoice Due Date				
02/17/07				
Remit To	Train No.	Permit No.	Tide/Class	
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	F095	F095		
	Ship Date	Total Units	Total Tons	
	02/01/07	95		
	Salesperson			
	J Parker Steam-Direct			
Invoice Total>> [REDACTED]				

Unit Number	Net Tons	Price	Amount
ELFX 84538	[REDACTED]	[REDACTED]	[REDACTED]
ELFX 87033	[REDACTED]	[REDACTED]	[REDACTED]
ELFX 87545	[REDACTED]	[REDACTED]	[REDACTED]
ELFX 89020	[REDACTED]	[REDACTED]	[REDACTED]
ELFX 99023	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3003	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3004	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3005	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3009	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3010	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3011	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3013	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3014	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5002	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5005	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5007	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5008	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5009	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5011	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5012	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5014	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5016	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5017	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5018	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 5019	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6011	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86009	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86015	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 86016			
PEFX 86034			
PEFX 86038			
PEFX 86057			
PEFX 86059			
PEFX 86074			
PEFX 87023			
PEFX 87028			
PEFX 87040			
PEFX 87041			
PEFX 87052			
PEFX 87055			
PEFX 87065			
PEFX 87068			
PEFX 87076			
PEFX 87511			
PEFX 87520			
PEFX 87538			
PEFX 87540			
PEFX 87546			
PEFX 87549			
PEFX 87553			
PEFX 87558			
PEFX 87576			
PEFX 89022			
PEFX 89032			
PEFX 89048			
PEFX 89086			
PEFX 89090			
PEFX 89097			
PEFX 89103			
PEFX 89115			
PEFX 89117			
PEFX 90043			
PEFX 90057			
PEFX 90060			
PEFX 90064			
PEFX 90069			
PEFX 90073			
PEFX 90084			
PEFX 90088			
PEFX 90100			
PEFX 90112			
PEFX 90122			
PEFX 90125			
PEFX 90133			
PEFX 90139			
PEFX 90169			
PEFX 90171			
PEFX 90173			
PEFX 90201			
PEFX 90203			
PEFX 90208			
PEFX 90214			
PEFX 93007			
PEFX 93010			
PEFX 93024			
PEFX 93029			
PEFX 93030			
PEFX 93038			
PEFX 99002			
PEFX 99004			
PEFX 99014			
PEFX 99018			

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 99025			
Total Coal Purchase >>			

Total Invoice Amount >> [REDACTED]

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Bill To	Order Description		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Progress-EFC 2.10#, 12,100 Btu		
	Customer Order No.	Contract No.	
	2.10# (NR Contract)		
	Order No.	Release No.	
	S31268		
	FOB		
	Origin		
Ship To	Governing Weights		
Progress Energy - Red Level Junction Crystal River FL	Origin		
	Billing Terms		
	10 days from receipt of invoice		
	Customer Number	Shipment Origin	
	104	Goff #84191	
	Invoice Due Date		
	03/02/07		
Remit To	Train No.	Permit No.	Tide/Class
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	F125	F125	
	Ship Date	Total Units	Total Tons
	02/10/07	94	
	Salesperson		
	J Parker Steam-Direct		
	Invoice Total>>		

Unit Number	Net Tons	Price	Amount
PEFX 3003			
PEFX 3004			
PEFX 3005			
PEFX 3009			
PEFX 3010			
PEFX 3011			
PEFX 3013			
PEFX 3014			
PEFX 5002			
PEFX 5005			
PEFX 5006			
PEFX 5007			
PEFX 5008			
PEFX 5009			
PEFX 5011			
PEFX 5012			
PEFX 5016			
PEFX 5017			
PEFX 5018			
PEFX 5019			
PEFX 6011			
PEFX 84538			
PEFX 86006			
PEFX 86009			
PEFX 86015			
PEFX 86016			
PEFX 86034			
PEFX 86038			
PEFX 86041			
PEFX 86057			

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Unit Number	Net Tons	Price	Amount
PEFX 86069			
PEFX 86074			
PEFX 87023			
PEFX 87028			
PEFX 87033			
PEFX 87040			
PEFX 87041			
PEFX 87052			
PEFX 87055			
PEFX 87065			
PEFX 87068			
PEFX 87076			
PEFX 87511			
PEFX 87520			
PEFX 87538			
PEFX 87540			
PEFX 87545			
PEFX 87546			
PEFX 87549			
PEFX 87553			
PEFX 87558			
PEFX 87576			
PEFX 89020			
PEFX 89022			
PEFX 89032			
PEFX 89048			
PEFX 89086			
PEFX 89090			
PEFX 89097			
PEFX 89103			
PEFX 89115			
PEFX 89117			
PEFX 90043			
PEFX 90057			
PEFX 90060			
PEFX 90064			
PEFX 90069			
PEFX 90073			
PEFX 90088			
PEFX 90100			
PEFX 90112			
PEFX 90122			
PEFX 90125			
PEFX 90139			
PEFX 90169			
PEFX 90173			
PEFX 90201			
PEFX 90203			
PEFX 90208			
PEFX 90214			
PEFX 93003			
PEFX 93007			
PEFX 93010			
PEFX 93024			
PEFX 93029			
PEFX 93030			
PEFX 93036			
PEFX 93038			
PEFX 99002			
PEFX 99004			
PEFX 99014			
PEFX 99018			
PEFX 99023			
PEFX 99025			

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Total Coal Purchase >>

[REDACTED]

Total Invoice Amount>> [REDACTED]

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Bill To		Order Description			
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261		Progress Fuels Compliance, 12,			
		Customer Order No.	Contract No.		
		Compliance- FOB Rail			
		Order No.	Release No.		
		S30893			
		FOB			
		Origin			
Ship To		Governing Weights			
Progress Energy - Red Level Junction Crystal River FL		Origin			
		Billing Terms			
		10 days from receipt of invoice			
		Customer Number	Shipment Origin		
		104	Sylvester (Prog) #82231		
		Invoice Due Date			
		03/07/07			
Remit To		Train No.	Permit No.	Tide/Class	
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048		F128	F128		
		Ship Date	Total Units	Total Tons	
		02/18/07	95		
		Salesperson			
		J Parker Steam-Direct			
		Invoice Total >>> [REDACTED]			

Unit Number	Net Tons	Price	Amount
ELFX 87035	[REDACTED]	[REDACTED]	[REDACTED]
ELFX 90010	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6286	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86007	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86010	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86025	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86049	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86054	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86055	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86059	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86064	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86066	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86077	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86081	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87011	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87029	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87031	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87034	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87036	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87074	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87075	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87077	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87078	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87080	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87085	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87091	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87092	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87517	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87524	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87536	[REDACTED]	[REDACTED]	[REDACTED]

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Massey Coal Sales

Customer Invoice

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Unit Number	Net Tons	Price	Amount
PEFX 87547			
PEFX 87552			
PEFX 87554			
PEFX 87555			
PEFX 87570			
PEFX 87574			
PEFX 87582			
PEFX 87585			
PEFX 87595			
PEFX 89017			
PEFX 89023			
PEFX 89025			
PEFX 89037			
PEFX 89039			
PEFX 89045			
PEFX 89047			
PEFX 89052			
PEFX 89059			
PEFX 89061			
PEFX 89062			
PEFX 89071			
PEFX 89073			
PEFX 89074			
PEFX 89075			
PEFX 89091			
PEFX 89101			
PEFX 89102			
PEFX 89105			
PEFX 89107			
PEFX 89111			
PEFX 89112			
PEFX 90011			
PEFX 90012			
PEFX 90013			
PEFX 90021			
PEFX 90027			
PEFX 90030			
PEFX 90047			
PEFX 90054			
PEFX 90056			
PEFX 90068			
PEFX 90098			
PEFX 90103			
PEFX 90104			
PEFX 90106			
PEFX 90115			
PEFX 90121			
PEFX 90128			
PEFX 90140			
PEFX 90142			
PEFX 90172			
PEFX 90179			
PEFX 90211			
PEFX 90213			
PEFX 93012			
PEFX 93019			
PEFX 93022			
PEFX 93026			
PEFX 93031			
PEFX 93034			
PEFX 93042			
PEFX 93043			
PEFX 93044			
PEFX 93050			

Massey Coal Sales

Customer Invoice		
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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 99013	[REDACTED]	[REDACTED]	[REDACTED]
Total Coal Purchase >>	[REDACTED]	[REDACTED]	[REDACTED]

Total Invoice Amount >> [REDACTED]

Massey Coal Sales Company, Inc.

POST OFFICE BOX 28765 . RICHMOND, VIRGINIA 23261 . TELEPHONE 804-788-1800

ORDER	SHIP DATE	INVOICE NO. - DATE
NON-COMPLIANCE - A COAL	1/01-1/31/07	M5688 02/20/07
SHIP TO: PROGRESS FUELS CORPORATION	CUSTOMER ORDER NO.	CONTRACT NO.
	F.O.B.	
	MINE	
	TERMS	
	10 DAYS FROM RECEIPT OF INVOICE	

BILL TO: PROGRESS FUELS
ACCOUNTS PAYABLE
P.O. BOX 1241
RALEIGH, NORTH CAROLINA 27602-1241

REMIT TO: MASSEY COAL SALES
PNC BANK
P.O. BOX 640048
PITTSBURGH, PA 15264-0048

Massey Coal Sales has sold its accounts receivable to Massey Receivables Corporation, a wholly-owned affiliate of Massey Coal Sales. Payments should be made to the remittance address noted above.

				<u>Amount Due</u>
Btu:		Guarantee=	12,200	██████████ /
Tons:	20,950.43	Price=	██████████	██████████ /
Ash =	██████████	Guarantee=	12.00	██████████ /
Tons:	20,950.43	Price=	██████████	██████████ /
**premium if ash < 12.00 and penalty if ash > 13				
SO2 =		Guarantee=	2.10	██████████ /
Tons:	20,950.43	EAV=	██████████	██████████ /

INVOICE TOTAL			
----------------------	--	--	--

SHIP DATE	TRAIN #	PRICE	TONS	BTU	ADJ/TON	TOTAL
01/01/07	F071	[REDACTED]	[REDACTED]	12254	[REDACTED]	[REDACTED]
01/25/07	F093	[REDACTED]	[REDACTED]	12645	[REDACTED]	[REDACTED]

SHIP DATE	TRAIN #	PRICE	TONS	SO2	ADJ/TON	TOTAL
01/01/07	F071	██████	██████	1.63	-	██████
01/25/07	F093	██████	██████	1.31	-	██████
			██████			██████

Massey Coal Sales Company, Inc.

POST OFFICE BOX 26765 . RICHMOND, VIRGINIA 23261 . TELEPHONE 804-788-1800

ORDER	SHIP DATE	INVOICE NO. - DATE
COMPLIANCE - D COAL	1/01-1/31/07	M5687 02/27/07
SHIP TO: PROGRESS FUELS CORPORATION	CUSTOMER ORDER NO.	CONTRACT NO.
	F.O.B.	
BILL TO: PROGRESS FUELS ACCOUNTS PAYABLE P.O. BOX 1241 RALEIGH, NORTH CAROLINA 27602-1241	MINE	
	TERMS	
	10 DAYS FROM RECEIPT OF INVOICE	

REMIT TO: MASSEY COAL SALES
PNC BANK
P.O. BOX 640048
PITTSBURGH, PA 15264-0048

Massey Coal Sales has sold its accounts receivable to Massey Receivables Corporation, a wholly-owned affiliate of Massey Coal Sales. Payments should be made to the remittance address noted above.

				<u>Amount Due</u>
Sylvester	S30893			
Btu:		Guarantee=	12,100	
Tons:		Price=		
Ash =		Guarantee=	13.00	
Tons:		Price=		
**premium if ash < 12.00 and penalty if ash > 13				
SO2 =		Guarantee=	1.20	
Tons:		EAV=		

INVOICE TOTAL		
----------------------	--	--

SHIP DATE	TRAIN #	PRICE	TONS	BTU	ADJ/TON	TOTAL
01/05/07	F090	[REDACTED]	[REDACTED]	12346	[REDACTED]	[REDACTED]
01/22/07	F091	[REDACTED]	[REDACTED]	12640	[REDACTED]	[REDACTED]
01/22/07	F092	[REDACTED]	[REDACTED]	12535	[REDACTED]	[REDACTED]
01/28/07	F094	[REDACTED]	[REDACTED]	12935	[REDACTED]	[REDACTED]

SHIP DATE	TRAIN #	PRICE	TONS	ASH ADJ/TON	TOTAL
01/05/07	F090	[REDACTED]	[REDACTED]	13.13	[REDACTED]
01/22/07	F091	[REDACTED]	[REDACTED]	11.43	[REDACTED]
01/22/07	F092	[REDACTED]	[REDACTED]	12.43	[REDACTED]
01/28/07	F094	[REDACTED]	[REDACTED]	10.75	[REDACTED]

SHIP DATE	TRAIN #	PRICE	TONS	SO2 ADJ/TON	TOTAL
01/05/07	F090	[REDACTED]	[REDACTED]	1.04	[REDACTED]
01/22/07	F091	[REDACTED]	[REDACTED]	1.16	[REDACTED]
01/22/07	F092	[REDACTED]	[REDACTED]	1.15	[REDACTED]
01/28/07	F094	[REDACTED]	[REDACTED]	1.11	[REDACTED]

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice		
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Bill To:		Order Description:		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261		Progress Fuels Compliance, 12,		
		Customer Order No:	Contract No:	
		Compliance- FOB Rail		
		Order No:	Release No:	
		S30893		
Ship To:		Governing Weights:		
Progress Energy - Red Level Junction Crystal River FL		Origin		
		Billing Terms:		
		10 days from receipt of invoice		
		Customer Number:	Shipment Origin:	
		104	Sylvester (Prog) #82231	
Remit To:		Invoice Due Date:		
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048		03/16/07		
		Train No:	Permit No:	Tide/Class:
		F129	F129	
		Ship Date:	Total Units:	Total Tons:
		02/28/07	94	
		Salesperson:		
		J Parker Steam-Direct		
		Invoice Total>>		

Unit Number	Net Tons	Price	Amount
PEFX 3001			
PEFX 3006			
PEFX 3012			
PEFX 6001			
PEFX 6003			
PEFX 6004			
PEFX 6005			
PEFX 6007			
PEFX 6009			
PEFX 6010			
PEFX 6012			
PEFX 6013			
PEFX 6014			
PEFX 6015			
PEFX 6017			
PEFX 6018			
PEFX 6019			
PEFX 6020			
PEFX 6063			
PEFX 6069			
PEFX 6216			
PEFX 6220			
PEFX 6223			
PEFX 6224			
PEFX 6229			
PEFX 6236			
PEFX 6249			
PEFX 6258			
PEFX 6262			
PEFX 6263			

Massey Coal Sales

Customer Invoice

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 6264			
PEFX 86003			
PEFX 86019			
PEFX 86020			
PEFX 86021			
PEFX 86033			
PEFX 86037			
PEFX 86039			
PEFX 86052			
PEFX 86079			
PEFX 87013			
PEFX 87018			
PEFX 87054			
PEFX 87071			
PEFX 87502			
PEFX 87505			
PEFX 87527			
PEFX 87528			
PEFX 87541			
PEFX 87575			
PEFX 87579			
PEFX 87580			
PEFX 87592			
PEFX 87599			
PEFX 89014			
PEFX 89046			
PEFX 89082			
PEFX 89088			
PEFX 89099			
PEFX 900044			
PEFX 90006			
PEFX 90031			
PEFX 90036			
PEFX 90041			
PEFX 90059			
PEFX 90079			
PEFX 90080			
PEFX 90087			
PEFX 90092			
PEFX 90093			
PEFX 90097			
PEFX 90101			
PEFX 90102			
PEFX 90131			
PEFX 90134			
PEFX 90146			
PEFX 90149			
PEFX 90151			
PEFX 90158			
PEFX 90162			
PEFX 90164			
PEFX 90181			
PEFX 90207			
PEFX 92003			
PEFX 92005			
PEFX 93004			
PEFX 93006			
PEFX 93013			
PEFX 93014			
PEFX 93015			
PEFX 93021			
PEFX 93023			
PEFX 99003			
PEFX 99016			

Massey Coal Sales

Customer Invoice		
0131298INV	03/01/07	Page 3 of 3

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Total Coal Purchase >>

██████████ ██████████ ██████████

Total Invoice Amount >> ██████████

Massey Coal Sales

Customer Invoice

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

0131403INV 03/02/07 Page 1 of 2

Bill To	Order Description		
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261	Progress-EFC 2.10#, 12,100 Btu		
	Customer Order No	Contract No	
	2.10# (NR Contract)		
	Order No	Release No	
	S31268		
	FOB		
	Origin		
Ship To	Governing Weights		
Progress Energy - Red Level Junction Crystal River FL	Origin		
	Billing Terms		
	10 days from receipt of invoice		
	Customer Number	Shipment Origin	
	104	Goff #84191	
	Invoice Due Date		
	03/17/07		
Remit To	Train No	Permit No	Tide/Class
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048	F130	F130	
	Ship Date	Total Units	Total Tons
	02/28/07	89	
	Salesperson		
	J Parker Steam-Direct		
Invoice Total >> [REDACTED]			

Unit Number	Net Tons	Price	Amount
ELFX 90010	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86007	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86010	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86025	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86049	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86054	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86055	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86059	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86064	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86066	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86077	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 86081	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87011	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87029	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87034	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87035	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87036	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87075	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87077	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87080	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87085	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87091	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87092	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87517	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87524	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87536	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87547	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87552	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87554	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 87555	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Customer Invoice

0131403INV

03/02/07

Page 2 of 2

Unit Number	Net Tons	Price	Amount
PEFX 87570			
PEFX 87574			
PEFX 87582			
PEFX 87585			
PEFX 87595			
PEFX 89023			
PEFX 89025			
PEFX 89037			
PEFX 89039			
PEFX 89045			
PEFX 89047			
PEFX 89052			
PEFX 89059			
PEFX 89061			
PEFX 89062			
PEFX 89071			
PEFX 89073			
PEFX 89075			
PEFX 89091			
PEFX 89101			
PEFX 89102			
PEFX 89105			
PEFX 89107			
PEFX 89111			
PEFX 89112			
PEFX 90011			
PEFX 90012			
PEFX 90013			
PEFX 90021			
PEFX 90027			
PEFX 90030			
PEFX 90047			
PEFX 90054			
PEFX 90056			
PEFX 90068			
PEFX 90098			
PEFX 90103			
PEFX 90104			
PEFX 90106			
PEFX 90115			
PEFX 90121			
PEFX 90128			
PEFX 90140			
PEFX 90142			
PEFX 90172			
PEFX 90179			
PEFX 90211			
PEFX 90213			
PEFX 93012			
PEFX 93019			
PEFX 93022			
PEFX 93026			
PEFX 93031			
PEFX 93034			
PEFX 93042			
PEFX 93043			
PEFX 93044			
PEFX 93050			
PEFX 99013			

Total Coal Purchase >>

Total Invoice Amount >>

Massey Coal Sales

Customer Invoice

0132163INV 03/13/07 Page 1 of 3

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Bill To		Order Description	
Progress Energy *** DO NOT MAIL *** PO Box 26765 Richmond, VA 23261		Progress Fuels Compliance, 12,	
		Customer Order No.	Contract No.
		Compliance- FOB Rail	
		Order No.	Release No.
		S30893	
Ship To		FOB	
Progress Energy - Red Level Junction Crystal River FL		Origin	
		Governing Weights	
		Origin	
		Billing Terms	
		10 days from receipt of invoice	
Customer Number		Shipment Origin	
104		Sylvester (Prog) #82231	
Remit To		Invoice Due Date	
Massey Coal Sales Company PNC Bank P. O. Box 640048 Pittsburgh, PA 15264-0048		03/28/07	
		Train No.	Permit No.
		F153	F153
		Ship Date	Total Units
		03/12/07	95
Salesperson		J Parker Steam-Direct	
Invoice Total>>		[REDACTED]	

Unit Number	Net Tons	Price	Amount
PEFX 3001	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3006	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 3012	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6001	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6003	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6004	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6005	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6007	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6009	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6010	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6012	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6013	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6014	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6015	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6017	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6018	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6019	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6020	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6046	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6066	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6067	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6068	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6069	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6216	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6220	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6223	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6224	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6229	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6236	[REDACTED]	[REDACTED]	[REDACTED]
PEFX 6242	[REDACTED]	[REDACTED]	[REDACTED]

Massey Coal Sales

Customer Invoice

PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

0132163INV

03/13/07

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Unit Number	Net Tons	Price	Amount
PEFX 6249			
PEFX 6262			
PEFX 6263			
PEFX 6264			
PEFX 86003			
PEFX 86019			
PEFX 86020			
PEFX 86021			
PEFX 86037			
PEFX 86039			
PEFX 86052			
PEFX 86079			
PEFX 87013			
PEFX 87018			
PEFX 87054			
PEFX 870579			
PEFX 87071			
PEFX 87502			
PEFX 87505			
PEFX 87527			
PEFX 87528			
PEFX 87541			
PEFX 87575			
PEFX 87580			
PEFX 87592			
PEFX 87599			
PEFX 89014			
PEFX 89046			
PEFX 89082			
PEFX 89088			
PEFX 89099			
PEFX 90006			
PEFX 90031			
PEFX 90036			
PEFX 90041			
PEFX 90044			
PEFX 90059			
PEFX 90079			
PEFX 90080			
PEFX 90087			
PEFX 90092			
PEFX 90093			
PEFX 90101			
PEFX 90102			
PEFX 90131			
PEFX 90134			
PEFX 90146			
PEFX 90149			
PEFX 90151			
PEFX 90158			
PEFX 90162			
PEFX 90164			
PEFX 90181			
PEFX 90207			
PEFX 92003			
PEFX 92005			
PEFX 93004			
PEFX 93006			
PEFX 93013			
PEFX 93014			
PEFX 93015			
PEFX 93021			
PEFX 93023			
PEFX 99003			

Printed: 03/13/07 03:57:37PM

Form TR000

PEF-07FL-001655 -

Massey Coal Sales

Customer Invoice

0132163INV

03/13/07

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PO Box 26765, Richmond, VA, 23261 Phone (804) 788-1800

Unit Number	Net Tons	Price	Amount
PEFX 99016	[REDACTED]	[REDACTED]	[REDACTED]
Total Coal Purchase >>	[REDACTED]	[REDACTED]	[REDACTED]

Total Invoice Amount>> [REDACTED]

Massey Coal Sales Company, Inc.

POST OFFICE BOX 26765 . RICHMOND, VIRGINIA 23261 . TELEPHONE 804-788-1800

ORDER	SHIP DATE	INVOICE NO. - DATE
NON-COMPLIANCE - A COAL	2/01-2/28/07	M5801 03/19/07
SHIP TO: PROGRESS FUELS CORPORATION	CUSTOMER ORDER NO.	CONTRACT NO.
	F.O.B.	
	MINE	
	TERMS	
	10 DAYS FROM RECEIPT OF INVOICE	

BILL TO: PROGRESS FUELS
ACCOUNTS PAYABLE
P.O. BOX 1241
RALEIGH, NORTH CAROLINA 27602-1241

REMIT TO: MASSEY COAL SALES
PNC BANK
P.O. BOX 640048
PITTSBURGH, PA 15264-0048

Massey Coal Sales has sold its accounts receivable to Massey Receivables Corporation, a wholly-owned affiliate of Massey Coal Sales. Payments should be made to the remittance address noted above.

			<u>Amount Due</u>
Btu:		Guarantee=	12,200
Tons:	[REDACTED]	Price=	[REDACTED]
Ash =	[REDACTED]	Guarantee=	12.00
Tons:	[REDACTED]	Price=	[REDACTED]
**premium if ash < 12.00 and penalty if ash > 13			
SO2 =		Guarantee=	2.10
Tons:	[REDACTED]	EAV=	[REDACTED]

INVOICE TOTAL		[REDACTED]
----------------------	--	------------

SHIP DATE	TRAIN #	PRICE	TONS	BTU	ADJ/TON	TOTAL
02/10/07	F125	[REDACTED]	[REDACTED]	12427	[REDACTED]	[REDACTED]
02/28/07	F130	[REDACTED]	[REDACTED]	12004	[REDACTED]	[REDACTED]
			[REDACTED]			[REDACTED]

SHIP DATE	TRAIN #	PRICE	TONS	ASH ADJ/TON	TOTAL
02/10/07	F125	[REDACTED]	[REDACTED]	10.93	[REDACTED]
02/28/07	F130	[REDACTED]	[REDACTED]	11.81	[REDACTED]
			[REDACTED]		[REDACTED]

SHIP DATE	TRAIN #	PRICE	TONS	SO2	ADJ/TON	TOTAL
02/10/07	F125	[REDACTED]	[REDACTED]	1.21	[REDACTED]	[REDACTED]
02/28/07	F130	[REDACTED]	[REDACTED]	1.38	[REDACTED]	[REDACTED]
			[REDACTED]			[REDACTED]

Massey Coal Sales Company, Inc.
 POST OFFICE BOX 28765 · RICHMOND, VIRGINIA 23261 · TELEPHONE 804-788-1800

ORDER	SHIP DATE	INVOICE NO. - DATE
COMPLIANCE - D COAL	2/01-2/28/07	M5802 03/19/07
SHIP TO: PROGRESS FUELS CORPORATION	CUSTOMER ORDER NO.	CONTRACT NO.
	F.O.B.	
BILL TO: PROGRESS FUELS ACCOUNTS PAYABLE P.O. BOX 1241 RALEIGH, NORTH CAROLINA 27602-1241	MINE TERMS	
	10 DAYS FROM RECEIPT OF INVOICE	

REMIT TO: MASSEY COAL SALES
 PNC BANK
 P.O. BOX 640048
 PITTSBURGH, PA 15264-0048

Massey Coal Sales has sold its accounts receivable to Massey Receivables Corporation, a wholly-owned affiliate of Massey Coal Sales. Payments should be made to the remittance address noted above.

				<u>Amount Due</u>
Sylvester	S30893			
Btu:		Guarantee=	12,100	
Tons:		Price=		
Ash =		Guarantee=	13.00	
Tons:		Price=		
**premium if ash < 12.00 and penalty if ash > 13				
SO2 =		Guarantee=	1.20	
Tons:		EAV=		

INVOICE TOTAL			
----------------------	--	--	--

SHIP DATE	TRAIN #	PRICE	TONS	BTU	ADJ/TON	TOTAL
02/01/07	F095	[REDACTED]	[REDACTED]	12867	[REDACTED]	[REDACTED]
02/09/07	F124	[REDACTED]	[REDACTED]	12807	[REDACTED]	[REDACTED]
02/12/07	F126	[REDACTED]	[REDACTED]	12469	[REDACTED]	[REDACTED]
02/12/07	F127	[REDACTED]	[REDACTED]	12710	[REDACTED]	[REDACTED]
02/18/07	F128	[REDACTED]	[REDACTED]	12359	[REDACTED]	[REDACTED]
02/28/07	F129	[REDACTED]	[REDACTED]	12657	[REDACTED]	[REDACTED]

SHIP DATE	TRAIN #	PRICE	TONS	ASH ADJ/TON	TOTAL
02/01/07	F095	[REDACTED]	[REDACTED]	11.81	[REDACTED]
02/09/07	F124	[REDACTED]	[REDACTED]	12.24	[REDACTED]
02/12/07	F126	[REDACTED]	[REDACTED]	12.62	[REDACTED]
02/12/07	F127	[REDACTED]	[REDACTED]	10.28	[REDACTED]
02/18/07	F128	[REDACTED]	[REDACTED]	12.88	[REDACTED]
02/28/07	F129	[REDACTED]	[REDACTED]	12.86	[REDACTED]

SHIP DATE	TRAIN #	PRICE	TONS	SO2 ADJ/TON	TOTAL
02/01/07	F095	[REDACTED]	[REDACTED]	1.06	[REDACTED]
02/09/07	F124	[REDACTED]	[REDACTED]	1.2	[REDACTED]
02/12/07	F126	[REDACTED]	[REDACTED]	1.14	[REDACTED]
02/12/07	F127	[REDACTED]	[REDACTED]	1.1	[REDACTED]
02/18/07	F128	[REDACTED]	[REDACTED]	1.13	[REDACTED]
02/28/07	F129	[REDACTED]	[REDACTED]	1.07	[REDACTED]



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

The purpose of this letter is to confirm the agreement entered into this 18th day of January, 2006, between Trinity Coal Marketing 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.

Product Description: Physical - CAPP Rail Coal - CSX
Seller: Trinity Coal Marketing LLC
Buyer: Progress Energy Florida, Inc.

Term (Delivery Period): [Redacted]
Contract Quantity: [Redacted]

Contract Price: [Redacted]

Delivery Point(s): FOB railcar; served by CSX railroad.
Production Source(s): Banner Loadout, CSX Loadout # 84000 Big Sandy District. Seller reserves the right to make deliveries from either the Banner or Sigmon 4-hour unit train loadout facilities at the same delivered cost to Buyer.
Destination Plant(s): To be determined by Buyer

Trinity Coal Marketing
 1051 Main Street, Suite 100
 Milton, WV 25541

Invoice

Date	Invoice #
2/15/2007	928

Bill To
Progress Energy - Florida Attn: Jon Putnam 410 S. Wilmington St. PEB10 Raleigh, NC 27601

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
[REDACTED]	Coal Train F-115 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/15/07 - Sigmon Loadout - LEM Contract (LEM Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Coal Train F-115 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/15/07 - Sigmon Loadout - LEM Contract (Lost Mtn Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment - Coal Train F-115 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/15/07 - Sigmon Loadout - LEM Contract (LEM Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment - Coal Train F-115 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/15/07 - Sigmon Loadout - LEM Contract (Lost Mtn Coal)	[REDACTED]	[REDACTED]
		Total	[REDACTED]

Trinity Coal Marketing

1051 Main Street, Suite 100
Milton, WV 25541

Invoice

Date	Invoice #
2/27/2007	958

Bill To
Progress Energy - Florida Attn: Jon Putnam 410 S. Wilmington St. PEB10 Raleigh, NC 27601

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
[REDACTED]	Coal Train F-121 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/27/07 - Sigmon Loadout - LEM Contract (LEM Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Coal Train F-121 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/27/07 - Sigmon Loadout - LEM Contract (Lost Mtn Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment - Coal Train F-121 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/27/07 - Sigmon Loadout - LEM Contract (LEM Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment - Coal Train F-121 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/27/07 - Sigmon Loadout - LEM Contract (Lost Mtn Coal)	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		Total	\$548,801.66 \$549,159.96

Putnam, Jon

From: Tina Poirier [tinapoirier@trinitycoal.com]
Sent: Tuesday, March 06, 2007 11:23 AM
To: Putnam, Jon
Subject: Re: Quality on 2/26 Train F121

n,

you can go ahead and adjust the invoice on your end. I will make the necessary adjustments here in our system. Thank you so much for your help in this matter,

Tina M. Poirier
Trinity Coal Company
4-204-1455 Ext 25
4-204-1456 Fax
tinapoirier@TrinityCoal.com

----- Original Message -----

From: Putnam, Jon
To: tinapoirier@trinitycoal.com
Sent: Tuesday, March 06, 2007 11:03 AM
Subject: Quality on 2/26 Train F121

Tina,

According to Mineral Lab's certificate of analysis, the BTU for this train is 12,350. Do you have that analysis? If I am not mistaken, that is what we have been using for quality adjustments. Let me know if you want/need me to send you that analysis and if you want me to just adjust the invoice I have. It is approx a [REDACTED] increase to the invoice.

Thanks.

Jon Putnam
Regulated Contracts & Fuel Accounting
External: (919) 546-6368
Internal: 8-770-6368
Fax: (919) 546-3258

PEF-07FL-001682

6/2007



MINERAL LABS, INC.

Box 549

Salyersville, Kentucky 41465

Phone (606) 349-6145

Company

CERTIFICATE OF ANALYSIS

PROGRESS ENERGY/FLORIDA
ATTN: DEBRA HAYNES
PO BOX 1551
PEB 10
RALEIGH, NC

27602

Lab No. 870200936 5100
Date Rec'd. 2/27/2007
Date Analyzed 2/27/2007

SAMPLE IDENTIFICATION AS SUPPLIED BY SAMPLER
SIGMON LOADOUT
CRYSTAL RIVER-RED LEVEL JUNCTION
TL# F121 CAR COMPOSITE
TONS: [REDACTED]

Sampled By CUSTOMER Sample Type: AUTOMATIC

(D3302-99)	% Moisture	% Ash D3174-97	% Volatile D3175-97	% Fixed Carbon (Calculated)	BTU [®] D5865-99a	% Sulfur D4239-97 (Method C)
As Rec'd.	6.49	10.42	XXX	XXX	12,350	.93
Dry Basis		11.15	XXX	XXX	13,207	.99
M.A.F.B.T.U. (Calculated)					14,864	

Free Swelling Index No. XXX
D720-91
Grindability Index No. XXX
D409-97a

-FUSION TEMPERATURE OF ASH-
D1857-87 (1984)

Reducing

Oxidizing

Initial

Softening

Hemispherical

Fluid

XXX	°F	XXX	°F
XXX	°F	XXX	°F
XXX	°F	XXX	°F
XXX	°F	XXX	°F

TL# F121

SCREEN ANALYSIS

D 4749-87

WEIGHT DETERMINATION

X X X X X X X X

Average Light Draft

X X X

Average Loaded Draft

X X X

X X X X X X X X

Weight of Coal Loaded

X X X

Tons

X X X X X X X X

3020459 3

THIS DOCUMENT CANNOT BE REPRODUCED EXCEPT IN FULL,
WITHOUT WRITTEN APPROVAL OF THE LABORATORY.

Submitted By R. Howard
THIS DOCUMENT PROVIDED ON CONTROLLED STOCK PAPER, NOT VALID IF ALTERED

02/28/2007 5:21PM (GMT-05:00)

PEF-07FL-001683

Trinity Coal Marketing
 1051 Main Street, Suite 100
 Milton, WV 25541

Invoice

Date	Invoice #
2/6/2007	900

Bill To
Progress Energy - Florida Attn: Jon Putnam 410 S. Wilmington St. PEB10 Raleigh, NC 27601

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
[REDACTED]	Coal Train F-110 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/06/07 - Sigmon Loadout - LEM Contract (LEM Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Coal Train F-110 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/06/07 - Sigmon Loadout - LEM Contract (Lost Mtn Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment - Coal Train F-110 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/06/07 - Sigmon Loadout - LEM Contract (LEM Coal)	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment - Coal Train F-110 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 02/06/07 - Sigmon Loadout - LEM Contract (Lost Mtn Coal)	[REDACTED]	[REDACTED]
<p>BTU = 12 343 - see attached - <i>final sample (LOW)</i></p> <p><i>had used 12372 BTU</i></p> <p><i>did not use final analysis - changed per Tina & Trinity</i></p>			
Total			[REDACTED]

PEF-07FL-001684

02/08/2007 18:51 #867 P.002/004

3047438618

From: TRINITY COAL



MINERAL LABS, INC.

Box 549

Salyersville, Kentucky 41465

Phone (606) 349-6145

Company

CERTIFICATE OF ANALYSIS

PROGRESS ENERGY/FLORIDA
ATTN: DEBRA HAYNES
PO BOX 1881
PEB 10
RALEIGH, NC

27602

Lab No. 870200203 5100

Date Rec'd. 2/06/2007

Date Analyzed 2/06/2007

SAMPLE IDENTIFICATION AS SUPPLIED BY SAMPLER
SIGMON LOADOUT
CRYSTAL RIVER RED LEVEL JUNCTION
TL# F110 93 CAR COMPOSITE

Sampled By CUSTOMER Sample Type: AUTOMATIC

SO2 = 1.90 ✓

1,900

(D3302-99)	% Moisture	% Ash D3174-97	% Volatile D3175-97	% Fixed Carbon (Calculated)	BTU ⁹⁰ D5865-99a	% Sulfur D4239-97 (Method C)
As Rec'd.	6.82	9.72	XXX	XXX	12,393	1.18
Dry Basis		10.43	XXX	XXX	13,301	1.27
M.A.F.B.T.U. (Calculated)					14,850	

Free Swelling Index No. XXX
D720-91
Grindability Index No. XXX
D409-97a

-FUSION TEMPERATURE OF ASH-
D1857-87 (1984)

	Reducing	Oxidizing
Initial	XXX °F	XXX °F
Softening	XXX °F	XXX °F
Hemispherical	XXX °F	XXX °F
Fluid	XXX °F	XXX °F

SCREEN ANALYSIS	F110 D 4749-87
-----------------	-------------------

WEIGHT DETERMINATION

X X X X X X X X	Average Light Draft	X X X	
X X X X X X X X	Average Loaded Draft	X X X	
X X X X X X X X	Weight of Coal Loaded	X X X	Tons

7020298 7

THIS DOCUMENT CANNOT BE REPRODUCED EXCEPT IN FULL
WITHOUT WRITTEN APPROVAL OF THE LABORATORY.

Submitted By R. Brown
THIS DOCUMENT PROVIDED ON CONTROLLED STOCK PAPER. NOT VALID IF ALTERED.

02/07/2007 4:57PM (GMT-05:00)

Trinity Coal Marketing
 1051 Main Street, Suite 100
 Milton, WV 25541

Invoice

Date	Invoice #
1/20/2007	848

Bill To
Progress Energy - Florida Attn: Jon Putnam 410 S. Wilmington St, PEB10 Raleigh, NC 27601

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
[REDACTED]	Coal Train F-099 shipped to Carolina Power & Light (Progress) Florida - 01/20/07 - Sigmon Loadout - LEM Coal	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment - Coal Train F-099 shipped to Carolina Power & Light (Progress) Florida - 01/20/07 - Sigmon Loadout - LEM Coal	[REDACTED]	[REDACTED]
		Total	[REDACTED]

PEF-07FL-001686

01/22/2007 18:01 #585 P.004/004

3047438618

From: TRINITY COAL

Trinity Coal Marketing
 1051 Main Street, Suite 100
 Milton, WV 25541

Invoice

Date	Invoice #
1/17/2007	840

Bill To
Progress Energy Carolinas, Inc. 410 S. Wilmington St. PEB8A Raleigh, NC 27601

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
[REDACTED]	Coal Train F-098 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 01/17/07 - Sigmon Loadout - LEM Coal	[REDACTED]	[REDACTED]
[REDACTED]	Quality Adjustment (BTU) - Coal Train F-098 shipped to Carolina Power & Light (Progress) - Crystal River Plant (Florida) 01/17/07 - Sigmon Loadout - LEM Coal	[REDACTED]	[REDACTED] <i>penalty</i>
<p>The Bank of New York [REDACTED] 705 [REDACTED]</p>			
		Total	[REDACTED]

PEF-07FL-001687

01/18/2007 12:29 #515 P.002/002

3047438618

From: TRINITY COAL



COAL PURCHASE CONFIRMATION

Confirmation #: PEF_MCMining 2007

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

Seller: MC Mining, LLC
1717 South Boulder Avenue
Tulsa, OK 74119
(P) 918-295-7601 (F) 918-295-7360

The purpose of this letter is to confirm the agreement entered into this 14th day of December, 2005, between MC Mining, 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 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.

Product Description: Physical – CAPP Rail Coal
Seller: MC Mining, LLC
Seller's Agent: Alliance Coal Sales, a division of Alliance Coal, LLC shall act as Seller's Agent for administration of this Agreement.
Buyer: Progress Energy Florida, Inc.
Term (Delivery Period): [REDACTED]
Contract Quantity: [REDACTED]
Contract Price: [REDACTED]
Delivery Point(s): Scotts Branch #84 FOB railcar; served by CSXT railroad.
Production Source(s): MC Mining, LLC's Excel #3 Mine (Pond Creek Seam)
Unit Train: A train that contains between [REDACTED] rail cars, with each rail car filled to full visible capacity.
Destination Plant(s): Buyer's Crystal River Units No. 4 and No. 5 near Red Level, Citrus County, Florida.
Substitute Coal: Seller may request to Buyer, an additional source to substitute coal for delivery under this Agreement, contingent upon similar quality specifications of which approval cannot be unreasonably withheld. In the event the cost of such Substitute Coal exceeds the delivered cost in cents per million BTU for coal to be shipped from Seller's Excel #3 Mine, then Seller shall reimburse Buyer for any such cost. Seller's right to provide Substitute Coal shall not affect its rights to claim force majeure because of events occurring at the Excel #3.

calendar month), in accordance with the electronic transfer instructions provided by Seller, in immediately available United States funds, according to the following schedule: (1) For Coal received at the location designated by Buyer for unloading from the first (1st) day of a month in which deliveries are made ("Delivery Month") through the fifteenth (15th) day of such Delivery Month and for which payment has not previously been received, payment will be made on or before the tenth (10th) day of the month immediately following such Delivery Month; and (2) For Coal received during the remainder of such Delivery Month and for which payment has not previously been received, payment will be made on or before the twenty-fifth (25th) day of the month immediately following such Delivery Month. With respect to the payment of Quality Price Adjustments (as specified in the Confirmation), the calculation of such price adjustments shall be completed by the end of the month immediately following the applicable Delivery Month. Payment of Quality Price Adjustments shall be made by the 25th day of the month immediately following the calculation of such Quality Price Adjustments.

With respect to any other amounts owing under this Agreement (i.e. any amounts not addressed above), and except for any amounts payable pursuant to Section 5 hereof which are address in Section 5, the Party that is owed such amount shall provide the other Party with an invoice, setting forth the amount owed. Such owing Party shall pay the amount of such invoice within ten (10) days of receipt thereof according to the instructions on such invoice. If such amounts are not paid by such deadline, such amounts shall accrue interest at the Interest Rate from the original date until the paid date.

(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 therefore. 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. If any amount in dispute is subsequently determined to be due to a Party, such amount shall be paid by the Party that owes it within two (2) Business Days of the determination, along with interest accrued at the Interest Rate from the original due date until the date paid.

(c) If Buyer and Seller are each required to pay any amounts to each other in the same month pursuant to this Agreement, then such amounts shall be aggregated and the Parties shall discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed.

(d) The amount of any invoice not paid, or any credit memorandum not issued, when due shall bear interest from the date the invoice was due, or in the case of the credit memorandum from the date that the credit should have been applied, through the date that the invoice is paid or the credit memorandum is applied, at a rate per annum equal to the rate as published from time to time in the Wall Street Journal, under "Money Rates, plus two per cent (2%).

(e) Payment - For each invoice amount owed by Buyer to Seller, Buyer shall remit payment via wire transfer to the following account:

MC Mining, LLC
Fifth Third Bank
Cincinnati, Ohio

or, to such other account as Seller may designate to Buyer in writing

10. Access and Audit. Buyer and/or its designated representatives (including but not limited to its agents, auditors, consultants, and engineers), upon reasonable advance notice to Seller and during Seller's normal working hours, shall be granted by Seller access to and shall be permitted to inspect (i) the mine(s) producing Coal for delivery under this Agreement, (ii) all support facilities (including but not limited to coal washing facilities, preparation plants, and load-out facilities), and (iii) any and all records related to the production, weighing, or delivery of Coal



MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
 P.O. Box 22027
 Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
 Telex: 686-6129 MCOAL UW
 Fax.: 918-295-7357

INVOICE
0077676

SALES AGREEMENT:001600107A0701	COAL TYPE: WSH STM NUTSLK	INVOICE DATE: 01/15/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE: 01/05/2007	THRU DATE: 01/13/2007
INVOICE TO	SHIPPED TO	
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JUNCTN CRYSTAL RIVER, FL	

Line	Ship/Load	Description	Net	Customer	Cost
Type	Date		Tons	Price/Ton	
RAIL	01/07/2007	MC MINING	[REDACTED]	[REDACTED]	[REDACTED]
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 93	TRAIN: F079		
		-- CAR ID --	----	TONS ----	----
		[REDACTED]			
RAIL	01/05/2007	MC MINING	[REDACTED]	[REDACTED]	[REDACTED]
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 95	TRAIN: F078		
		-- CAR ID --	----	TONS ----	----
		[REDACTED]			
RAIL	01/08/2007	MC MINING	[REDACTED]	[REDACTED]	[REDACTED]
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 95	TRAIN: F080		
		-- CAR ID --	----	TONS ----	----
		[REDACTED]			
RAIL	01/10/2007	MC MINING	[REDACTED]	[REDACTED]	[REDACTED]
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 94	TRAIN: F081		
		-- CAR ID --	----	TONS ----	----
		[REDACTED]			
RAIL	01/13/2007	MC MINING	[REDACTED]	[REDACTED]	[REDACTED]

MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
 P.O. Box 22027
 Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
 Telex: 686-6129 MCOAL UW
 Fax...: 918-295-7357

INVOICE
0077676

SALES AGREEMENT:001600107A0701	COAL TYPE:WSH STM NUTSLK	INVOICE DATE: 01/15/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE: 01/05/2007	THRU DATE: 01/13/2007
INVOICE TO	SHIPPED TO	
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JNCTN CRYSTAL RIVER, FL	

Line	Ship/Load	Description	Net	Customer	Cost
Type	Date	Description	Tons	Price/Ton	Cost
RAIL COMPANY: CSXT RAILROAD					
TOTAL CARS..: 96 TRAIN: F082					
-- CAR ID -- ----- TONS ----- -- CAR ID -- ----- TONS -----					
██████████					
SUB-TOTAL:			██████████		██████████
GRAND TOTAL:			██████████	✓	██████████

 * AN AMOUNT OF \$3,269,471.90 IS DUE ON OR BEFORE 02/10/2007 *

PLEASE REMIT TO:
 MC MINING, LLC
 ACCOUNT# ██████████
 FIFTH THIRD BANK
 CINCINNATI OH
 ABA# 042000314
 REMITTANCE BY WIRE

MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
P.O. Box 22027
Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
Telex: 686-6129 MCOAL UW
Fax.: 918-295-7357

INVOICE
0078086

SALES AGREEMENT:001600107A0701	COAL TYPE:WSH STM NUTSLK	INVOICE DATE:02/01/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE:01/31/2007	THRU DATE:01/31/2007

INVOICE TO	SHIPPED TO
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JNCTN CRYSTAL RIVER, FL

Line	Ship/Load	Description	Net Tons	Customer Price/Ton	Cost
RAIL	01/31/2007	MC MINING			
RAIL COMPANY: CSXT RAILROAD					
TOTAL CARS.: 91 TRAIN: F107					
-- CAR ID -- ----- TONS ----- -- CAR ID -- ----- TONS -----					
SUB-TOTAL:					
GRAND TOTAL:					

* AN AMOUNT OF \$633,033.60 IS DUE ON OR BEFORE 02/25/2007 *

PLEASE REMIT TO:
MC MINING, LLC
ACCOUNT# [REDACTED]
FIFTH THIRD BANK
CINCINNATI OH
ABA# 042000314
REMITTANCE BY WIRE

MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
P.O. Box 22027
Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
Telex: 686-6129 MCOAL UW
Fax.: 918-295-7357

INVOICE
0078165

SALES AGREEMENT:001600107A0701	COAL TYPE:WSH STM NUTSLK	INVOICE DATE:02/05/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE:01/01/2007	THRU DATE:01/31/2007

INVOICE TO	SHIPPED TO
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JNCTN CRYSTAL RIVER, FL

Line	Ship/Load	Description	Net	Customer	Cost
Type	Date		Tons	Price/Ton	
QUAL		QUALITY PREMIUM			
***** * AN AMOUNT OF [REDACTED] IS DUE ON OR BEFORE 02/25/2007 * *****					
PLEASE REMIT TO: MC MINING, LLC ACCOUNT# [REDACTED] FIFTH THIRD BANK CINCINNATI OH ABA# 042000314 REMITTANCE BY WIRE					

M/C Mining, LLC

Alliance Coal, LLC

Customer Contract No

00180 0401M

Contract Agent
Month January-07

PRICE \$ 61.00
job barge for CR 2006

Date	Train No.	Lab ID	Tonnage	Moist.	Ash	Sulfur	BTU	SO2	Excess SO2 Handling Adjustment
01/05/07	F078	SGS	6.81	9.03	0.62	12.613	1.02	0.98	
01/05/07	F078	MLL	7.53	8.70	0.64	12.495	1.02	0.98	
01/07/07	F079	SGS	6.29	8.29	0.67	12.731	1.05	0.98	
01/07/07	F079	MLL	6.40	8.48	0.67	12.697	1.05	0.98	
01/08/07	F080	SGS	6.62	9.06	0.67	12.599	1.06	0.98	
01/08/07	F080	MLL	6.61	8.86	0.66	12.587	1.05	0.98	
01/10/07	F081	SGS	5.92	9.27	0.63	12.676	1.00	0.98	
01/10/07	F081	MLL	6.26	9.30	0.62	12.659	1.00	0.98	
01/13/07	F082	SGS	6.12	9.48	0.63	12.601	1.00	0.98	
01/13/07	F082	MLL	6.20	9.38	0.63	12.595	1.00	0.98	
01/16/07	F093	SGS	6.04	9.54	0.66	12.632	1.04	0.98	
01/16/07	F093	MLL	6.48	9.28	0.66	12.563	1.05	0.98	
01/19/07	F094	SGS	5.36	9.18	0.63	12.849	1.00	0.98	
01/19/07	F094	MLL	5.94	8.91	0.64	12.705	1.01	0.98	
01/25/07	F095	SGS	5.85	9.42	0.62	12.669	1.01	0.98	
01/25/07	F095	MLL	5.78	9.65	0.66	12.608	1.05	0.98	
01/29/07	F096	SGS	5.61	9.12	0.68	12.763	1.07	0.98	
01/29/07	F096	MLL	6.48	8.88	0.68	12.739	1.07	0.98	
01/31/07	F097	SGS	5.86	9.41	0.68	12.679	1.07	0.98	
01/31/07	F097	MLL	5.80	9.35	0.71	12.657	1.12	0.98	
Avg									
				6.20	9.13	0.65	12.656	1.03	

Annual PLANT Price

CY 2006 \$
 CY 2007 \$
 CY 2008 \$
 CY 2009 \$

Contract Quality Guarantees

Moist	9.00	10.00	0.77	12.500	1.20	1.60	Total Adjt/ton	Total Adjt \$\$
Ash	10.00	11/1/2009	10	12/31/2007	10	12/31/2006		
Sulfur	0.77	11/1/2008	10	12/31/2008	10	12/31/2009		
BTU	12.500	12/31/2008	10	12/31/2007	10	12/31/2006		
SO2	1.20	12/31/2008	10	12/31/2007	10	12/31/2006		

Premium Adjt/ton

See Below \$

Penalty Adjt/ton

See Below \$

Sulfur Dioxide Adjustment

Premium Penalty

a	Base SO2	1.20
b	Actual SO2	1.03
c	Difference	0.17
d	Actual BTU	12.656
e	d - b = c	0.00
f	Actual Daily Monthly	2,151.52
g	1000000	0.00
h	e * f / g = h	0.979
i	Formula	SO2 Adj \$
j	Gross SO2 Handling Adjustment	\$

Due M/C Mining Overall Quality Adjustment for Month \$

PEF-07FL-001708

MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
 P.O. Box 22027
 Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
 Telex: 686-6129 MCOAL UW
 Fax.: 918-295-7357

INVOICE
0078038

SALES AGREEMENT:001600107A0701	COAL TYPE:WSH STM NUTSLK	INVOICE DATE:01/31/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE:01/16/2007	THRU DATE:01/29/2007
INVOICE TO		SHIPPED TO
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241		PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JNCTN CRYSTAL RIVER, FL

Line	Ship/Load	Description	Net	Customer	Cost
Type	Date		Tons	Price/Ton	
RAIL	01/16/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 94	TRAIN: F083		
		-- CAR ID --	----	TONS	----
		██████████			
RAIL	01/19/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 95	TRAIN: F084		
		-- CAR ID --	----	TONS	----
		██████████			
RAIL	01/25/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 94	TRAIN: F085		
		-- CAR ID --	----	TONS	----
		██████████			
RAIL	01/29/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 95	TRAIN: F086		
		-- CAR ID --	----	TONS	----
		██████████			
		SUB-TOTAL:	██████████		██████████

PEF-07FL-001709

MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
 P.O. Box 22027
 Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
 Telex: 686-6129 MCOAL UW
 Fax.: 918-295-7357

INVOICE
0078038

SALES AGREEMENT:001600107A0701	COAL TYPE:WSH STM NUTSLK	INVOICE DATE: 01/31/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE: 01/16/2007	THRU DATE: 01/29/2007

INVOICE TO	SHIPPED TO
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JNCTN CRYSTAL RIVER, FL

Line	Ship/Load	Description	Net	Customer	Cost
Type	Date	Description	Tons	Price/Ton	Cost
GRAND TOTAL: XXXXXXXXXX XXXXXXXXXX					

* AN AMOUNT OF \$2,613,233.90 IS DUE ON OR BEFORE 02/25/2007 *					

PLEASE REMIT TO: MC MINING, LLC ACCOUNT# XXXXXXXXXX FIFTH THIRD BANK CINCINNATI OH ABA# 042000314 REMITTANCE BY WIRE					

PEF-07FL-001710

MC MINING, LLC ✓

INVOICE

1717 S. Boulder Ave.
 P.O. Box 22027
 Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
 Telex: 686-6129 MCOAL UW
 Fax.: 918-295-7357

INVOICE
0078346

SALES AGREEMENT:001600107A0701	COAL TYPE:WSH STM NUTSLK	INVOICE DATE:02/15/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE:02/03/2007	THRU DATE:02/13/2007

INVOICE TO	SHIPPED TO
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JNCTN CRYSTAL RIVER, FL

Line	Ship/Load	Description	Net	Customer	Cost
Type	Date		Tons	Price/Ton	
RAIL	02/03/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS.: 92	TRAIN: F108		
		-- CAR ID --	TONS	-- CAR ID --	TONS
		██████████	██████████	██████████	██████████
				<i>see attached</i>	
RAIL	02/08/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS.: 87	TRAIN: F112		
		-- CAR ID --	TONS	-- CAR ID --	TONS
		██████████	██████████	██████████	██████████
RAIL	02/13/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS.: 92	TRAIN: F114		
		-- CAR ID --	TONS	-- CAR ID --	TONS
		██████████	██████████	██████████	██████████
		SUB-TOTAL:	██████████		██████████
		GRAND TOTAL:	██████████		██████████

 * AN AMOUNT OF \$1,862,646.59 IS DUE ON OR BEFORE 03/10/2007 *

PEF-07FL-001711

MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
P.O. Box 22027
Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
Telex: 686-6129 MCOAL UW
Fax.: 918-295-7357

INVOICE

0078346

SALES AGREEMENT:001600107A0701 COAL TYPE:WSH STM NUTSLK INVOICE DATE:02/15/2007
CUSTOMER ORDER # CONFIRMATION FROM DATE:02/03/2007 THRU DATE:02/13/2007

INVOICE TO	SHIPPED TO
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JUNCTN CRYSTAL RIVER, FL

Line	Ship/Load		Net	Customer	
Type	Date	Description	Tons	Price/Ton	Cost

PLEASE REMIT TO:
MC MINING, LLC
ACCOUNT# [REDACTED]
FIFTH THIRD BANK
CINCINNATI OH
ABA# 042000314
REMITTANCE BY WIRE

PEF-07FL-001712

ShipCSX Shipping Instructions
Submitted for processing 2/08/07 7:48 PM EST
Printed 2/08/07 7:49 PM EST

Shipment References

Template Selected: Progress Fuels - Red Level Jct

Shipment Details

Bill of Lading Number: 1845900
Shipment Type: Load
Weigh Method: Shipper's Weight
Payment Method: Collect
Price Document ID: CSXT 61488
Billing Instructions: Single waybill

Reference Numbers

Unit Train: F112

Equipment, Weights & Seals

Weight Units: Pounds
Weight Type: Actual Net

Details:	Equipment	Weight
	FLCX 98202	
	FLCX 98619	
	FLCX 98024	
	FLCX 98232	
	FLCX 98189	
	FLCX 98109	
	FLCX 98210	
	FLCX 98252	
	FLCX 98085	
	FLCX 98081	
	FLCX 98165	
	FLCX 98196	
	FLCX 98160	
	FLCX 98009	
	FLCX 98028	
	FLCX 98264	
	FLCX 98233	
	FLCX 98133	
	FLCX 98054	
	FLCX 98253	
	FLCX 98073	
	FLCX 98185	

Tons


✓

FLCX 98212
FLCX 98244
FLCX 98191
FLCX 98194
FLCX 98256
FLCX 98117
FLCX 98076
FLCX 98248
FLCX 98151
FLCX 98015
FLCX 98032
FLCX 98261
FLCX 98257
FLCX 98228
FLCX 98179
FLCX 98091
FLCX 98195
FLCX 98152
FLCX 98462
FLCX 98001
FLCX 98102
FLCX 98116
FLCX 98011
FLCX 98192
FLCX 98008
FLCX 98136
FLCX 98211
FLCX 98217
FLCX 98183
FLCX 98108
FLCX 98173
FLCX 98065
FLCX 98153
FLCX 98131
FLCX 98188
FLCX 98234
FLCX 98122
FLCX 98034
FLCX 98140
FLCX 98156
FLCX 98045
FLCX 98168
FLCX 98145
FLCX 98150
FLCX 98271
FLCX 98127

FLCX 98235
FLCX 98148
FLCX 98180
FLCX 98177
FLCX 98061
FLCX 98246
FLCX 98006
FLCX 98023
FLCX 98176
FLCX 98144
FLCX 98059
FLCX 98143
FLCX 98170
FLCX 98074
FLCX 98169
FLCX 98147
FLCX 98158
FLCX 98066
FLCX 98016



Commodity

Commodity Code (STCC): 1121290
Commodity Description: BITUMINOUS COAL FOR FUEL OR STEAM PURPOSES

Volume Shipments

Commodity Class: CC
Unit Train Number: F112

Route

Rail Origin City, State: SCOTTS BRANCH, KY
Rail Destination City, State: RED LEVEL JCT, FL
Origin Railroad: CSXT

Participants

Shipper: MC MINING INC
4126 STATE HWY 194 W
PIKEVILLE, KY 41501

Consignee: PROGRESS FUELS CORP
RED LEVEL JUNCTION
RED LEVEL JCT, FL

Freight Payer: PROGRESS ENERGY
ACCT PAYBLE ONE PROGRESS PLAZA
ATTN BRIAN REO
RALEIGH, NC 27602 4353

MC MINING, LLC

INVOICE

1717 S. Boulder Ave.
 P.O. Box 22027
 Tulsa Oklahoma 74121-2027

Phone: 918-295-7632
 Telex: 686-6129 MCOAL UW
 Fax...: 918-295-7357

INVOICE
0078647

SALES AGREEMENT:001600107A0701	COAL TYPE:WSH STM NUTSLK	INVOICE DATE:02/28/2007
CUSTOMER ORDER # CONFIRMATION	FROM DATE:02/18/2007	THRU DATE:02/22/2007
INVOICE TO	SHIPPED TO	
PROGRESS ENERGY FLORIDA, INC. C/O PROGRESS FUELS CORPORATION P.O. BOX 1241 MAIL CODE: TPP 9 RALEIGH, NC 27602-1241	PROGRESS ENERGY FLORIDA, INC. 1.2# CRYSTAL RIVER POWER/RED LEVEL JUNCT CRYSTAL RIVER, FL	

Line	Ship/Load	Description	Net	Customer	Cost
Type	Date	Description	Tons	Price/Ton	Cost
RAIL	02/18/2007	MC MINING	██████████	██████████	██████████
		RAIL COMPANY: CSXT RAILROAD			
		TOTAL CARS...: 90		TRAIN: F116	
		-- CAR ID --	██████████	-- TONS -----	██████████
RAIL	02/22/2007	MC MINING	██████████	██████████	██████████
		TOTAL CARS...: 94		TRAIN: F122	
		-- CAR ID --	██████████	-- TONS -----	██████████
		SUB-TOTAL:	██████████		██████████
		GRAND TOTAL:	██████████		██████████

 * AN AMOUNT OF \$1,295,615.60 IS DUE ON OR BEFORE 03/25/2007 *

PLEASE REMIT TO:
 MC MINING, LLC
 ACCOUNT# ██████████
 FIFTH THIRD BANK
 CINCINNATI OH
 ABA# 042000314

further represents and warrants that the coal properties 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 mine coal from the coal property and that it has loading facilities, described in Exhibit "A", attached hereto and made a part hereof, capable of loading at the rate required to comply with this Agreement. SELLER hereby expressly dedicates to PURCHASER sufficient reserves of coal meeting the quality specifications hereof and lying on or in the coal properties so as to fulfill the quantity specifications hereof. SELLER shall not ship any coal from sources other than those identified in Exhibit A without the prior written consent of PURCHASER which consent shall not be unreasonably withheld.

3.01 Quantity. During each calendar year during the term hereof, the quantity of coal to be delivered hereunder shall be [REDACTED] tons +/- 5,000 tons or approximately [REDACTED] tons per calendar month, prorated for any partial calendar year.

4.01 Term. The initial term ("Initial Term") of this Agreement will commence on January 1, 2005, and will continue in effect for a period of twelve (12) months. On or before October 1, 2005, the parties shall negotiate in good faith to extend this Agreement for an additional term of twelve (12) months. If the parties, for any reason, are unable to reach agreement for a new Base Price for calendar year 2006 by November 1, 2005, then this Agreement shall extend an additional six (6) months at the Base Price in effect on December 31, 2005 in effect and expire June 30, 2006.

5.01 Base Price. The base price per ton of coal, (hereinafter "Base Price") f.o.b. SELLER'S mine loading site, shall be [REDACTED] per ton, and [REDACTED] per ton f.o.b. PURCHASER'S barge at Kanawha River Terminals-Ceredo, 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 during any extended term shall be as negotiated as provided in

APPENDIX B

Railroad, Railcar and River Barge Demurrage/Detention Costs

A. RAILROAD CHARGES:

1. Detention: As published in Tariff ICC CSXT-8200-Series as in existence on the effective date of this Agreement.
2. Dead Freight: Actual railroad charges unless railcars loaded to 95 percent capacity (non-batch weigh) or 98 percent from batch weigh.
3. Crew Change: [REDACTED] per change, as in existence on the effective date of the Agreement.

B. RIVER BARGE DEMURRAGE CHARGES:

Seller will not be responsible for any river barge demurrage.

Amendment to the Agreement for the Sale and Purchase of Coal

This Amendment to the Agreement for the Sale and Purchase of Coal (this "Amendment") is made and entered into as of the 9th day of Jan., 2005 (the "Effective Date") by and between Progress Fuels Corporation ("PFC" or "PURCHASER") and Massey Utility Sales Company ("Massey" or "SELLER"). Each of PFC and Massey may sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, PFC and Massey have entered that certain Agreement for the Sale and Purchase of Coal dated August 9, 2004 (the "Agreement") pursuant to which Massey agreed to sell and deliver and PFC agreed to purchase and accept certain quantities of coal, subject to the terms and conditions set forth therein;

WHEREAS, PFC and Massey 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 PFC and Massey and intending to be legally bound hereby, PFC and Massey hereby agree as follows:

1. Section 4.01 Term. Notwithstanding the provision of Section 4.01, the Parties agree that the term of this Agreement shall be extended for an additional twelve (12) month period and therefore the Agreement shall expire on December 31, 2006.
2. Section 5.01 Base Price. For the period January 1, 2006-December 31, 2006, the "Base Price" shall be [REDACTED] per ton, delivered F.O.B. railcar at SELLER's mine loading site and [REDACTED] per ton delivered F.O.B. PURCHASER'S barge at Kanawha River Terminals – Ceredo; provided, however that with respect to barge deliveries, upon reasonable prior notice to PURCHASER the price may be adjusted to account for any increase in SELLER'S cost for rail transportation of the coal from SELLER's mine railcar loading site to Kanawha River Terminals – Ceredo.
3. Make-up Shipments. SELLER acknowledges that PURCHASER previously entered into the Agreement with the intent to subsequently provide the coal purchased and sold pursuant to the Agreement to PURCHASER's affiliate, PEF. During the Initial Term of this Agreement, shortfalls have occurred and as a result of such shortfalls there remain as of the Effective Date of this Amendment outstanding obligations for Seller to sell and deliver, and PURCHASER to purchase and receive the shortfall tons of coal in make-up obligations (the "Make-up Tons"). SELLER and PURCHASER each acknowledge the difficulty in rescheduling such shipments during the current calendar year as required pursuant to Section 7.06 of the Agreement ("Section

[REDACTED]

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]



Progress Energy

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

The purpose of this letter is to confirm the agreement entered into this 1st day of August, 2005, between Glencore Ltd. ("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.

Product Description: Physical-Colombian Coal- Vessel-Delivered to International Marine Terminal, Myrtle Grove, Louisiana, approximately mile post 57 AHP (above head passes) on the west bank of the Mississippi River

Seller: Glencore Ltd.

Buyer: Progress Energy Florida, Inc.

Term: [REDACTED]

Contract Quantity: 2006 = [REDACTED]

*Delivered in cargoes of approximately [REDACTED] Seller's option.

Contract Price: The Contract Price to be paid by Buyer to Seller hereunder shall be USD [REDACTED] per Ton (as defined in the GTC), based on 12,400 Btu/lb on an "as received" basis in accordance with ASTM standards. The Contract Price is a delivered price including all of Seller's costs to transport such Coal to the Delivery Point. The Contract Price shall remain fixed

brx

for the Term of this Agreement, subject to adjustments for premiums and penalties as provided herein and subject to the provisions of Section 13 of the GTC.

- Loading Point Price:** For the purposes of calculating any quality price adjustments pursuant to the provisions of this Confirmation, the Loading Point Price is USD [REDACTED] per Ton.
- Delivery Point:** The Delivery Point shall be as specified in the Delivery Specifications attached hereto as Exhibit 1.
- Production Source(s):** La Jagua Mine
- Loading Point:** Puerto Prodeco, Republic of Colombia, South America or Santa Marta, Republic of Colombia, South America
- Destination Plant(s):** Buyer's Crystal River Units No. 1 and 2 or Units No. 4 and 5, each near Red Level, Citrus County, Florida, as determined in Buyer's sole discretion.
- Delivery Schedule:** The annual tonnage will be delivered ratably over each calendar year.
- Delivery Specifications:** The Parties agree to comply with the Delivery Specifications attached hereto as Exhibit 1. In the event of any conflict between the Delivery Specifications and the GTC, the terms of the Delivery Specifications shall prevail.
- Quality Specifications:** All Coal delivered hereunder shall meet the Quality Specifications specified in the following table for each of the listed criteria. The Rejection Limits shall be as specified in the following table for each of the listed criteria. All amounts are as measured on an as-received basis in accordance with ASTM standards.

	Quality Specification	Rejection Limit
BTU:	12,400 Btu/lb. Vessel weighted average	Less than 12,200 BTU/lb. Vessel weighted average
SO₂ lb./MMBtu:	1.2 lb/MMBtu.	greater than 1.20 lb/MMBtu
Moisture:	8.5% Vessel weighted average	greater than 11 %
Ash:	6.0% Vessel weighted average	greater than 7 %
Volatile Matter:	36 % Vessel weighted average	less than 33.0 %
HGI:	47 Vessel weighted average	less than 45
AST:	AFT Red. Atm. ID 2,500 (F)	less than 2,350 (F)
Sizing:	2" x 0"	greater than 51% by weight fines passing 1/4" screen

Quality Price Adjustments:

BTU Price Adjustment Calculation. If the per Vessel weighted average for BTU content for Coal delivered hereunder is either above or below the Quality Specification for BTU content specified above, an adjustment to the Contract Price (either an increase or decrease, as the case may be), shall be made with respect to such Coal in an amount as determined in accordance with the following formula:

$$\text{Loading Point Price} \times \frac{(\text{Actual Btu/lb.} - \text{Quality Specification Btu/lb.})}{\text{Quality Specification Btu/lb.}}$$

The Contract Price applicable to such Coal shall be adjusted upward if the Actual Btu/lb. exceeds the Quality Specification for Btu/lb. and the Contract Price applicable to such

base

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 30th 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:

1. **Contract Quantity:** For the 2006 term of the Agreement, the Buyer's has exercised the option to increase the Contract Quantity by one (1) additional vessel.

2. **Contract Price:** The Contract Price for the additional vessel to be paid by Buyer to Seller hereunder shall be USD [REDACTED] per Ton (as defined in the GTC), based on 11,300 Btu/lb on an "as received" basis in accordance with ASTM standards. The Contract Price is a delivered price including all of Seller's cost to transport such Coal to the Delivery point. The Contract Price shall remain fixed for the additional vessel only, subject to adjustments for premiums and penalties as provided herein and subject to the provisions of Section 13 of the GTC.

3. **Loading Port Price:** For the purposes of calculating any quality price adjustment pursuant to the provision of this Amendment, the Loading Port Price is USDS [REDACTED] per ton.

4. **Quality Specifications:** The additional vessel delivered hereunder shall meet the Quality Specifications specified in the following table for each listed criteria. The Rejection Limits shall be as specified in the following table for each of the listed criteria. All amounts are as measured on an as received basis in accordance with ASTM standards.

	Quality Specification	Rejection Limit
BTU:	11,300 Btu/lb. Vessel weighted average	Less than 11,300 Btu/lb. Vessel weighted average Btu/lb.
SO ₂ lbs./MMBtu:	0.95 lbs. vessel weighted average	Greater than 0.95 lbs./MMBtu
Moisture:	12 % vessel weighted average	greater than 12.5 %
Ash:	7.0 % vessel weighted average	greater than 8.0 %
Volatile Matter:	34.5 % vessel weighted average	less than 33.0 %
HGI:	47 vessel weighted average	less than 45



Autopista al Aeropuerto Km.8
 Tel: 3769503
 Fax: 3762071 A. A. 3505
 Barranquilla – Colombia

Minerals
 Barranquilla
 F490101
 Certificate No 01412-03--20
 MS- 17325/07
 Sheet 1 of 2

VESSEL : IOLCOS TRIUMPH
 DATE : JANUARY 12TH TO JANUARY 15TH 2007
 PORT : CARBOSAN - PUERTO PRODECO, COLOMBIA
 PRODUCT : COLOMBIAN STEAM COAL IN BULK
 SHIPPER : C.I. PRODECO PRODUCTOS DE COLOMBIA S.A.
 GLENCORE LTD.
 CONSIGNEE : GLENCORE Ltd.
 DESTINATION : TECO BULK TERMINAL, DAVANT, LA, USA
 QUANTITY : XXXXXXXXXX

CERTIFICATE OF SAMPLING AND ANALYSIS

The following analytical results were established by the Laboratory of SGS COLOMBIA S.A., in accordance with the applicable ASTM standards:

CALCULATED COMPOSITE

ANALYSIS DATE: 17-01-07
 LAB. IDENTIFICATION: 4903-184047A
 SIZE 0 X 50 MM
 -6.35 MM = 33.2%

PROXIMATE ANALYSIS

	AS RECEIVED	DRY BASIS	STANDARD
Total moisture, pct, wt	8.27		D-3302-02a*
Ash, pct. Wt	6.15	6.70	D-3174-04*
Volatile, pct, wt	36.09	39.34	D-3175-02*
Fixed carbon, pct. Wt	49.49	53.96	D-3172-89(02)
Sulphur, pct wt	0.66	0.72	D-4239-04a Meth. B*
Gross calorific value (Btu/Lb).	12427	13548	D-5865-04 *

Lb de SO2/mmBTU = 1.06

ULTIMATE ANALYSIS

	AS RECEIVED	DRY BASIS	STANDARD
% Total moisture, pct, wt	8.27		D-3302-02a *
% Carbon, pct, wt		76.18	D-5373-02 *
% Hydrogen, pct, wt		5.33	D-5373-02 *
% Nitrogen, pct, wt		1.52	D-5373-02 *
% Ash, pct, wt		6.70	D-3174-04 *
% Sulfur, pct, wt		0.72	D-4239-04a Meth. B*
% Oxygen, pct, wt (by diff)		9.55	D-3176-89 (02)

REAL SPECIFIC GRAVITY

Real Specific Gravity (Air dried) = 1.344 D-167-93 (04)*

* These analysis results are accredited by SIC (Superintendencia de Industria y comercio) over resolution number 10172, 2004.

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MARCUS BELLAHOZ/BOSEGA
 SUPERVISOR OPERACIONES

PEF-07FL-001775

GLENCORE Ltd.

Progress Fuels Corporation
 410 S. Wilmington St. PEB10A
 Raleigh, NC 27601

Attn: Mr. Jason Duttlinger

Delivery: CIF, IMT, New Orleans, LA, USA

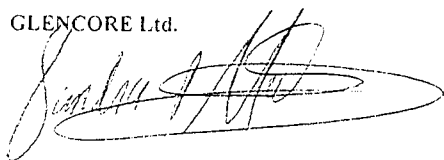
Date: February 8, 2007

Contract: 028.06.53027.002

ORIGINAL

Final Invoice No. 337351

	Shipment of [REDACTED] Steam Coal in Bulk from Carbosan, Santa Marta, Colombia to IMT, New Orleans, LA, USA on M/V Iolcos Triumph with Bill of Lading dated 4 th February 2007.	USS
Quantity:	Loadport Weight [REDACTED]	
Quality:	In accordance with ASTM standards on 'as received' basis. Total Moisture 9.11% ✓ Calorific Value (GAR) 12,302 Btu/lb. ✓ Volatile Matter (dry) 39.14% 35.53% ✓ Ash 6.21% ✓ Sulphur 0.65% ✓	
Price:	<i>Rate 50 \$/ton</i> <i>with 50 \$/ton</i> <i>col. 1,000 x 77,007.13</i>	
Price Adj.:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

GLENCORE Ltd.


CODE NAME: "CONGENBILL" EDITION 1994

Shipper
C.I. PRODECO PRODUCTOS DE COLOMBIA S.A.
GLENCORE LTD.

BILL OF LADING
TO BE USED WITH CHARTER-PARTIES
Reference No.

Consignee

GLENCORE Ltd.

Notify address

PROGRESS FUELS CORPORATION
410 S. Wilmington St. PEB10A
Raleigh, NC 27601
Fax: 919-546-2590
Attn: Jason Duttinger

Vessel

IOLCOS TRIUMPH

Port of loading

CARBOSAN - PUERTO PRODECO, COLOMBIA

Port of discharge

IMT, New Orleans, LA, USA

Shipper's description of goods

"COLOMBIAN STEAM COAL IN BULK"

Gross weight



"FREIGHT PAYABLE AS PER C/P"

"CLEAN ON BOARD"

"SCAC CODE: BUNGIOLC04020701"

"ONE ORIGINAL BILL LADING RETAINED ON BOARD AGAINST WHICH BILL DELIVERY OF CARGO MAY PROPERLY BE MADE ON INSTRUCTIONS RECEIVED FROM SHIPPERS/CHARTERERS"

ORIGINAL

(of which on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per
CHARTER-PARTY dated

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near there to as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

FREIGHT ADVANCE.
Received on account of freight:

IN WITNESS whereof the master or agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

Time used for loading _____ Days _____ Hours

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

PEF-07FL-001777

Place and date of issue

SANTA MARTA, COLOMBIA 4-Feb-07

Autopista al Aeropuerto Km.8
Tel: 3769503
Fax: 3762071 A. A. 3505
Barranquilla - Colombia

Minerals
Barranquilla
F490101
Certificate No 01444-03--20
MS- 17444/07
Sheet 1 of 2

VESSEL : IOLCOS TRIUMPH
DATE : FEBRUARY 2nd-FEBRUARY 4th, 2007
PORT : CARBOSAN - PUERTO PRODECO, COLOMBIA
PRODUCT : COLOMBIAN STEAM COAL IN BULK
SHIPPER : C.I. PRODECO PRODUCTOS DE COLOMBIA S.A.
GLENCORE LTD.
CONSIGNEE : GLENCORE Ltd.
DESTINATION : IMT, New Orleans, LA, USA
QUANTITY : ██████████

CERTIFICATE OF SAMPLING AND ANALYSIS

The following analytical results were established by the Laboratory of SGS COLOMBIA S.A., in accordance with the applicable ASTM standards:

CALCULATED COMPOSITE

ANALYSIS DATE: 05-02-07
LAB. IDENTIFICATION: 4903-184901A
SIZE 0 X 50 MM

-6.35 MM ■ 35.5%

PROXIMATE ANALYSIS

	AS RECEIVED	DRY BASIS	STANDARD
Total moisture, pct, wt	9.11		D-3302-02a*
Ash, pct, Wt	6.21	6.84	D-3174-04*
Volatile, pct, wt	35.58	39.14	D-3175-02*
Fixed carbon, pct, Wt	49.10	54.02	D-3172-89(02)
Sulphur, pct wt	0.65	0.72	D-4239-04a Meth. B*
Gross calorific value (Btu/Lb).	12302	13534	D-5865-04*

Lb de SO2/mmBTU = 1.06

ULTIMATE ANALYSIS

	AS RECEIVED	DRY BASIS	STANDARD
% Total moisture, pct, wt	9.11		D-3302-02a*
% Carbon, pct, wt		76.51	D-5373-02*
% Hydrogen, pct, wt		5.18	D-5373-02*
% Nitrogen, pct, wt		1.57	D-5373-02*
% Ash, pct, wt		6.84	D-3174-04*
% Sulfur, pct, wt		0.72	D-4239-04a Meth. B*
% Oxygen, pct, wt (by diff)		9.18	D-3176-89 (02)

REAL SPECIFIC GRAVITY

Real Specific Gravity (Air dried) = 1.334

D-167-93 (04)*

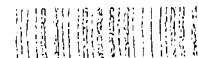
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ARMANDO HERNANDEZ PEDROZA
SUPERVISOR DE LABORATORIO

SGSPAPER

0154150721



PEF-07FL-001778



Progress Energy

COAL PURCHASE CONFIRMATION

Confirmation #: 09_2005_PFC_GCI

Buyer: Progress Energy Florida, Inc.
410 S. Wilmington Street, PEB 10A
Raleigh, NC 27601

Seller: Guasare Coal International N.V.
Boliviastraat – Oranjestad
Aruba

The purpose of this letter is to confirm the agreement entered into this 12th day of December, 2005 (the "Effective Date"), by and between Guasare Coal International N.V. ("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.

Product Description: Physical Venezuelan Coal-Vessel-delivered to International Marine Terminal, Myrtle Grove, Louisiana, approximately mile post 57 AHP (above head passes) on the west bank of the Mississippi River.

Seller: Guasare Coal International N.V.

Buyer: Progress Energy Florida, Inc.

Term: [REDACTED]

Contract Quantity: Eleven (11) firm Shipments in each Calendar Year, or approximately [REDACTED] Metric Tons each Calendar Year, depending on the actual size of each Shipment. Seller acknowledges

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and agrees that the actual size of each Shipment is dependent only upon finding suitable Vessel sizes and shall not be construed as a right by Seller to take advantage of economic opportunities and market fluctuations that are beneficial to Seller.

In addition, to the foregoing, eight (8) additional Shipments may be Shipped in each Calendar Year (the "Additional Shipments"); provided that the Parties can mutually agree to the Contract Price with respect to such Additional Shipments (i) by not later than

[REDACTED]
Additional Shipments.

**Loading Point Price
(to be used for BTU
calculations):**

For the purposes of calculating the price adjustments due to BTU content pursuant to the provisions of this Confirmation, the calculation shall be made based on a Loading Point Price of USD [REDACTED] per Ton. The Parties acknowledge and agree that the Loading Point Price shall be utilized solely for the purpose of such BTU price adjustment calculations.

Contract Price:

The Contract Price to be paid by Buyer to Seller hereunder shall be [REDACTED] per million Btu, except as otherwise may be adjusted in accordance with the provisions of this Agreement.

The Contract Price is a delivered price including all of Seller's cost to transport the Coal to and offload such Coal at the Delivery Point in accordance with the Delivery Specifications.

Delivery Point:

The Delivery Point shall be the point of delivery specified in the Delivery Specifications attached hereto as Exhibit 1.

Production Sources:

The Coal shall be produced by Carbones del Guasare, S.A. ("CdG") from the mine Paso Diablo located near Maracaibo, State of Zulia, Venezuela.

Loading Point:

"Bulk Wayuu", Santa Cruz Terminal, Maracaibo Lake, Venezuela. At Seller's request and with the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion, Seller may load the Coal from El Bajo Terminal, Maracaibo Lake, Venezuela or Palmarejo Terminal, Maracaibo Lake, Venezuela, (collectively the "Alternate Terminals"); which use of such Alternate Terminals shall be subject to the following terms and conditions at any time and from time to time, as determined by Buyer in Buyer's sole discretion:

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7. 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") to the address set forth below within thirty (30) days of the date set forth on the Bill of Lading; provided that Buyer has received the following documents:

- (i) Clean, on-board ocean Bill of Lading (three (3) originals plus three (3) copies)
- (ii) Draft survey report
- (iii) Certificate of origin
- (iv) Seller's commercial invoice (one (1) original plus two (2) copies)
- (v) Original Quality Certificates pursuant to Section 6(a) hereof

Payments to Seller shall be made to:

Guasare Coal International NV
Citibank N.A.,
New York, NY



(b) With respect to any other amounts owing under this Agreement (i.e. any amounts not owing for Coal delivered), the Party that is owed such amount shall provide the other Party with an invoice, setting forth the amount owed. Such owing Party shall pay the amount of such invoice within fifteen (15) days of final delivery of such invoice according to the instructions on such invoice. If such amounts are not paid by such deadline, such amounts shall accrue interest at the Interest Rate from the original due date until the date paid.

(c) 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 therefore. 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.

(d) If Buyer and Seller are each required to pay any amounts to each other in the same month, whether pursuant to this Agreement or otherwise, including without exclusion any amounts Seller owes to Buyer pursuant to this Agreement as reimbursement for amounts Buyer has paid to the Export Service for the ESServices, then such amounts shall be aggregated and the Parties shall discharge their obligations to pay through netting, in which case the Party, if any, 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, combination of accounts, liens and other remedies and defenses which such

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Guasare Coal International n.v.

Subsidiary of Carbozulia filial of Corpozulia
 Av. 9B entre calles 77 y 78, Sector 5 de Julio, Edificio Banco Industrial, piso 9
 Maracaibo 4001, Zulia, Venezuela
 Phone: + 58 261 7973831, Fax: + 58 261 7970146
 E-mail address JLARRAZABAL@GCI-VE.COM
 Register N°: 7713 in Aruba

PASO DIABLO MINE

INV.DATE	INVOICE NBR.
01/05/2007	07-001

CONTRACT DATE
01/01/2006

MINE NAME AND No.
PASO DIABLO 2820

SOLD TO

PROGRESS FUELS CORPORATION
 410 SOUTH WILMINGTON STREET PEB 10A
 RALEIGH, NORTH CAROLINA 27601-1849 USA
 Telefax: (1) 919-546-2842 TELEPHONE (1) 919-546-7560

PORT OF DISCHARGE

TECO BULK TERMINAL DAVANT, LA. USA

MAKE CHECKS PAYABLE TO: GUASARE COAL INTERNATIONAL, NV

GUASARE COAL INTERNATIONAL N.V. TERMS:

WIRE TRANSFER INSTRUCTIONS and COPY OF INVOICE TO THE FOLLOWING	GUASARE COAL INTERNATIONAL N.V. [REDACTED]	30 DAYS AFTER B/L DATE
--	---	------------------------

ORIGIN OF COAL: PASO DIABLO, STATE OF ZULIA, COUNTRY OF VENEZUELA

SHIPMENT METHOD:

PRODUCT DESCRIPTION	PRICE DESC.	PRICE	AMOUNT U.S.\$
VESSEL: CSL ARGOSY <i>see attached bill of lading</i>	DES	[REDACTED]	[REDACTED]
METRIC TONS: [REDACTED]			
GUASARE BITUMINOUS COAL IN BULK (HULLA BITUMINOSA)			
TOTAL AMOUNT DUE U.S.\$			[REDACTED]

*Tons
OK
(90)*

PLEASE PAY FROM THIS INVOICE. NO STATEMENTS WILL BE ISSUED
 PLEASE NOTIFY US THE DAY THAT THE FUNDS WERE TRANSFERRED
 TO OUR ACCOUNT IN ORDER TO CHECK WITH THE BANK.

PREPARED BY:

[Signature]

APPROVED BY:

[Signature]

CODE NAME "CONGENBILL", EDITION 1994

Shipper

Carbones del Guasare, S.A.
Entre calles 77 y 78, con Av.9B, 5 Piso
Edificio Banco Industrial - Maracaibo - Venezuela.
Phone: +58 261 790 6660/ Fax: +58 261 790 6661

BILL OF LADING

B/L No. 0012007

TO BE USED WITH CHARTER-PARTIES

SCAC CODE: CSSL ARGO 0701

Reference No.

Consignee

Guasare Coal Int. N.V.
Boliviastraat, Oranjestad
Aruba

Notify address

Progress Fuels Corp.
410 South Wilmington Street.
PEB10A
Raleigh, North Carolina 27601-1849 USA.
FAO: Jason Duttlinger

Vessel

Port of loading

CSL ARGOSY

MARACAIBO BAY (BUOY 65), VENEZUELA

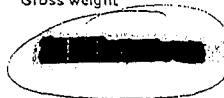
Port of discharge

Teco Bulk Terminal Davant, La. USA

Shippers description of goods

Gross weight

Coal in Bulk



"Freight Payable as per Charter Party"

Shipped Clean On Board

NON NEGOTIABLE COPY

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated..... FREIGHT ADVANCE. Received on account of freight: Time used for loading.....days.....hours	SHIPPED at the port Loading in apparent good order and condition on board the Vessel for carriage to the port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bill of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
---	---

Freight payable at AS PER C/P	Place and date of Issue MARACAIBO, VZLA. 05TH, JAN .2007
Number of Original Bs/L THREE (03)	Signature

Vessel Name	: CSL ARGOSY
Callsign	: C6U29
Official No	: 9000149
OK IMO No	: 7915412
Gross Tonnage	:
HP	: 14,740

Printed and sold by
F. G. Knudtzons Børgtrykkes A/S 55 Toldbodgade, DK-1253 Copenhagen K.
Phone: +45 33 30 11 34
Authority of the Baltic and International Maritime Council
(BIMCO) Copenhagen

PEF-07FL-001808



Guasare Coal International n.v.

Subsidiary of Carbozulia filial of Corpozulia
 Av. 9B entre calles 77 y 78, Sector 5 de Julio, Edificio Banco Industrial, piso 9
 Maracaibo 4001, Zulia, Venezuela
 Phone: + 58 261 7973831, Fax: + 58 261 7970146
 E-mail address JLARRAZABAL@GCI-VE.COM
 Register N°: 7713 in Aruba

PASO DIABLO MINE

DATE	DEBIT NOTE NBR.
01/09/2007	01-07-001

CONTRACT DATE
01/01/2006

MINE NAME AND No.
PASO DIABLO 2820

PROGRESS FUELS CORPORATION
 410 SOUTHWILMINGTON STREET PEB 10A
 RALEIGH, NORTH CAROLINA 27601-1849 USA
 Telefax: (1) 919-546-2842 TELEPHONE (1) 919-546-7560

PORT OF DISCHARGE
 TECO BULK TERMINAL DAVANT, LA. USA

MAKE CHECKS PAYABLE TO:	GUASARE COAL INTERNATIONAL N.V.	TERMS:
WIRE TRANSFER INSTRUCTIONS and COPY OF INVOICE TO THE FOLLOWING	GUASARE COAL INTERNATIONAL N.V. [REDACTED] CITIBANK N.A. NEW YORK, N.Y. [REDACTED]	30 DAYS AFTER B/L DATE

ORIGIN OF COAL: PASO DIABLO, STATE OF ZULIA, COUNTRY OF VENEZUELA SHIPMENT METHOD:

PRODUCT DESCRIPTION	PRICE DESCRIPTION	PRICE/NET	AMOUNT U.S.\$
CALORIFIC VALUE ADJUSTMENT FOR COAL SHIPPED ON 05-JAN-2007			
VESSEL: CSL ARGOSY			
BTU/LB AS RECEIVED 13,335	INITIAL DES	[REDACTED]	
BTU/LB CONTRACTED 12,800			
METRIC TONC [REDACTED]			
PRICE ADJUSTMENT FORMULA: [REDACTED]	FINAL DES	[REDACTED]	[REDACTED]
LESS: INVOICE NBR. 07-001			[REDACTED]
TOTAL AMOUNT DUE U.S.\$			[REDACTED]

PLEASE PAY FROM THIS INVOICE. NO STATEMENTS WILL BE ISSUED
 PLEASE NOTIFY US THE DAY THAT THE FUNDS WERE TRANSFERRED
 TO OUR ACCOUNT IN ORDER TO CHECK WITH THE BANK.

PREPARED BY:

APPROVED BY:

Zona Industrial II Etapa Calle 149-A con
Avenida 67-A, Parcela Pl-5, Maracaibo
Teléfonos: (58 261) 7363093- 7363493
Fax: (58.261) 7362784

Minerals
F470101

Minicentro Pozuelos, Local 2 Sector
Isla de Cuba, Avenida Intercomunal
Barcelona,
Teléfonos: (58.261) 2636246
Fax: (58.261) 2681197



SGS

Zona Industrial Matanzas, Edificio
Servicios Portuarios Muelle Sidor
Puerto Ordaz, Edo. Bolivar
Teléfonos: (58.286) 9906731
Fax (58.286)9906099

TO: CARBONES DEL GUASARE, S.A.

Certificado / Certificate No. 4701 / 0015710-03-20
ORDER No. 5505/06

VESSEL : CSL ARGOSY
DATE : JANUARY 03rd - JANUARY 05th, 2007
PORT : MARACAIBO, VENEZUELA
PRODUCT : COAL IN BULK
SHIPPER : CARBONES DEL GUASARE, S.A.
CONSIGNEE : PROGRESS FUELS CORPORATION (PFC)
DESTINATION : USA

CERTIFICATE OF WEIGHT BY DRAFT SURVEY

This to certify that our Marine Surveyor did, at your request, attend on board the M/V "CSL Argosy" From January 03rd through January 05th 2007 while the vessel lay afloat at Maracaibo, Venezuela for the purpose of ascertaining the actual quantity of Coal in Bulk cargo that was loaded in this port, by means of Draft Survey and displacement calculations in conjunction with the vessel's officers.

THE CARGO OUT TURN AS DETERMINED PER ATTACHED DRAFT-SURVEY REPORT IS:



This survey was made and report is issued without prejudice to the rights of whom it may concern.

ALL CALCULATIONS ARE ON FILE AND WILL BE FURNISHED ON REQUEST.

THIS CERTIFICATE IS NOT A CERTIFICATE OF SEAWORTHINESS AND ONLY APPLIES TO THE CARGO LOADED AT THIS DATE, TIME, AND PLACE WITH THE VESSEL'S MASTER BEING RESPONSIBLE FOR THE STABILITY AND SEAWORTHINESS OF THIS VESSEL AT ALL TIMES.

Maracaibo, Venezuela
January 10th, 2007

SGS VENEZUELA, S.A.

The Issuance of this Certificate does not exonerate buyers or sellers from exercising all their rights and discharging all their liabilities under the contract of sale. Stipulations to the contrary are not binding on us. The Company's responsibility under this Certificate is limited to gross negligence proven by Principals and will in no case be more than ten times fees or commission.

SGS



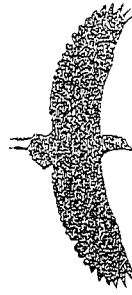
PEF-07FL-001810

tel. 00281
00736 00 Aute

Zona Industrial II Etapa Calle 149-A con
Avenida 67-A, Parcela P1-S, Maracaibo
Teléfonos: (58.281) 7363093- 7363493
Fax: (58.281) 7362784

Minerals
F470101

Minicentro Pozuelos, Local 2 Sector
Isla de Cuba, Avenida Intercomunal
Barcelona,
Teléfonos: (58.281) 2636246
Fax: (58.281) 2681197



Zona Industrial Matanzas, Edificio
Servicios Portuarios Muelle Sidor
Puerto Ordaz, Edo. Bolivar
Teléfonos: (58.286) 9906731
Fax (58.286)9906099

Certificate 4701/0015710-03-20

Order No. 5505/06

Page No. 1 of 1

TO: CARBONES DEL GUASARE, S.A.

VESSEL : CSL ARGOSY
 DATE : JANUARY 03rd - JANUARY 05th, 2007
 PORT : MARACAIBO, VENEZUELA
 PRODUCT : COAL IN BULK
 SHIPPER : CARBONES DEL GUASARE, S.A.
 CONSIGNEE : PROGRESS FUELS CORPORATION (PFC)
 DESTINATION : USA
 QUANTITY : XXXXXXXXXX

ANALYSIS CERTIFICATE

The following analytical results were established by the laboratory of SGS VENEZUELA, S.A., in accordance with the applicable ASTM Standards:

CALCULATED COMPOSITE

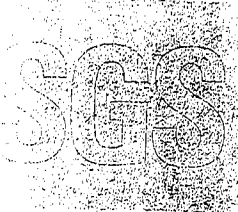
PROXIMATE ANALYSIS	AIR DRIED	AS RECEIVED	DRY BASIS
Total Moisture, pct. wt.		5.81 ✓	
Ash, pct. wt.	6.08	5.83 ✓	6.19
Volatile matter, pct. wt.	36.87	35.39 ✓	37.57
Fixed carbon, pct. wt.		52.97 ✓	56.23
Sulphur, pct. wt.	0.6000	0.58 ✓	0.61
Gross calorific value, Btu/Lb	13883	13325 ✓	14146
Gross calorific value, Kcal/Kg	7713	7403	7859
Gross calorific value, Mjoul/Kg	32.29	30.99	32.904

HARDGROVE GRINDABILITY INDEX

HGI = 47 at 2.35 percent of moisture

Maracaibo, Venezuela
January 10th, 2007 ✓

SGS VENEZUELA, S.A.



PEF-07FL-001811



COAL PURCHASE CONFIRMATION

Confirmation #: PEF_KOCH_02/07 SPOT

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

Seller: Koch Carbon LLC
20 East Greenway Plaza
Houston, TX 77046
(P)713-544-5148(F)713-544-6052
316806

The purpose of this letter is to confirm the agreement entered into this 1st day of February, 2007, between Koch Carbon 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. In the event of any conflict between this Confirmation and the GTC, the terms of this Confirmation shall prevail.

Product Description: Physical CAAP Coal
Seller: Koch Carbon LLC
Buyer: Progress Energy Florida, Inc.
Term (Delivery Period): XXXXXXXXXX
Contract Quantity: XXXXXXXXXX
Contract Price: XXXXXXXXXX
Delivery Point(s): FOB Barge Big Sandy River
Production Source(s): _____
Destination Plant(s): TBD by Buyer
Quality Specifications: All Coal delivered hereunder shall meet the Quality Specifications specified in the following table for each of the listed criteria. The Rejection Limits shall be as specified in the following table for each of the listed criteria. All amounts are as measured on an as-received basis in accordance with ASTM standards.

	Quality Specification	Rejection Limit
BTU:	11,500 Btu/lb. per shipment	Less than 11,200 Btu/lb per shipment
SO ₂ lbs./MMBtu:	1.20 lbs. per shipment	Greater than 1.20 lbs per shipment
Moisture:	8.0% maximum	greater than 10.0 % per shipment
Ash:	13.0 % maximum	greater than 16.0 % per shipment
Volatile Matter:	32 % minimum	less than 30 % per shipment
HGI:	45 minimum	less than 43 per shipment
AST:	2700 minimum	not applicable per shipment
Sizing:	2" x 0"	greater than 55% by weight fines passing 1/4" screen per shipment

Quality Price

PEF-07FL-001812



KOCH CARBON LLC

Reprint
Sales Invoice

Attn: Accounts Payable
To: Florida Power Corporation dba Progress Energy Florida Inc
100 Central Avenue
Saint Petersburg, FL 33701

Invoice No. : KCLLC16851
Invoice Date : Mar. 05, 2007
Due Date : Mar. 20, 2007
Currency : U.S. Dollars

Page : 1 of 1

Payment Terms: Net 15 days from Invoice Date

Direct inquiries to: Anita Rivers (316)828-7921

Description	Quantity	UoM	Unit Price	Amt W/O Tax	Tax	Amount
Contract Ref: 316806- 1137 PO#: 20041389-J						
11,500 - COMPLIANCE COAL Mode Barge						
Feb. 28, 2007 Ticket # 5 BARGES Big Sandy River or Ohio River between Milepost 306-317 Callettsburg, KY						
Feb. 28, 2007 Ticket # 5 BARGES BTU: (Actual - Contracted)						
* 1.0 / % Actual: 11767 Contracted: 11500.00						

Please remit payment to: Total: [REDACTED]

Koch Carbon LLC
JP Morgan Chase Bank-Minerals [REDACTED]
New York 10081

[REDACTED]

Please Pay in \$USD --> Amount: [REDACTED]

Vendor invoice for diff. attached



KOCH CARBON LLC

Original
Sales Invoice

Attn: Accounts Payable
To: Florida Power Corporation dba Progress Energy Florida Inc
100 Central Avenue
Saint Petersburg, FL 33701

Invoice No. : KCLLC16892
Invoice Date : Mar. 09, 2007
Due Date : Mar. 24, 2007
Currency : U.S. Dollars

Page : 1 of 1

Payment Terms: Net 15 days from Invoice Date

Direct inquiries to: Anita Rivers (316)828-7921

Description	Quantity	UoM	Unit Price	Amt W/O Tax	Tax	Amount
Contract Ref: 316806- 1137 PO#: 20041389-J						
11,500 - COMPLIANCE COAL Mode Barge						
Feb. 28, 2007	Ticket # 5 BARGES	Big Sandy River or Ohio River between Milepost 306-317 Catlettsburg, KY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Feb. 28, 2007	Ticket # 5 BARGES	Big Sandy River or Ohio River between Milepost 306-317 Catlettsburg, KY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Feb. 28, 2007	Ticket # 5 BARGES	Big Sandy River or Ohio River between Milepost 306-317 Catlettsburg, KY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Feb. 28, 2007	Ticket # 5 BARGES	BTU: (Actual - Contracted) * 1.0 / % Actual: 11779 Contracted: 11500.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Please remit payment to:

FMS

Koch Carbon LLC
JP Morgan Chase Bank-Minerals Acct (ABA)
New York 10081

Please Pay in \$USD -->

Amount: [REDACTED]

*QPA diff. using
PEF results*

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 [REDACTED] 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.

1/1/02 - 6/30/03 18 mos
7/1/03 - 12/31/04 18 mos

24 mos

5 yr Potential

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 ██████ 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

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: [REDACTED] 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 = [REDACTED] per car per day of delay.
 - b. Failure to Fully Load Cars = [REDACTED]

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



CONSOL ENERGY.

XC: A2DA (2)
JMD
FAL
REP
CAL

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 [REDACTED] tons, the Base Price will become [REDACTED] per net ton f.o.b. mine for the next [REDACTED] 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

[Signature]

Electric Fuels/Progress Fuels

Date: 5/1/03

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

This AMENDMENT is made and entered into as of the 8th day of December 2004, between PROGRESS 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, ELECTRIC FUELS CORPORATION and SELLER are parties to an Agreement for the Sale and Purchase of Coal effective January 1, 2002 (the "Agreement"); and

WHEREAS, SELLER and PURCHASER desire to amend the Agreement in certain respects.

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. Effective January 1, 2005, the Agreement is amended as follows:

A. The preamble to the Agreement is hereby deleted in its entirety and replaced by the following new preamble:

"This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 18th day of October 2001, between PROGRESS FUELS CORPORATION (formerly 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")."

B. Section 1.03 of the Agreement is deleted in its entirety and replaced with the following new Section 1.03:

"1.03 Quantity. During calendar years 2002, 2003, 2004 and 2006, the quantity of coal to be delivered hereunder shall be [REDACTED] tons per calendar

year. During calendar year 2005, the quantity of coal to be delivered hereunder shall be [REDACTED]

C. Section 1.04 of the Agreement is deleted in its entirety and replaced with the following new Section 1.04:

"1.04 **Term.** The initial term of this Agreement will commence on January 1, 2002, and will continue in effect for a period of sixty (60) months through December 31, 2006."

D. Section 1.05 A of the Agreement is deleted in its entirety and replaced with the following new Section 1.05 A:

"A. **Base Price.** [REDACTED]

[REDACTED]

E. Section 1.05 B of the Agreement is amended by changing the date "July 1, 2001" therein to "January 1, 2005."

F. Section 3.01 of the Agreement is amended by inserting the following immediately after the table of specifications therein:

"The following revised specifications shall be applicable to the last [REDACTED] tons of coal to be delivered under this Agreement:"

SPECIFICATION	REQUIREMENTS	REJECTION LIMITS
Ash	12.0% (maximum)	Over 13.0%
Calorific Value	12,500 Btu/LB (3)	Under 12,100

2nd Amendment to the Agreement for the Sale and Purchase of Coal

This 2nd Amendment to the Agreement for the Sale and Purchase of Coal (this "2nd Amendment") is made and entered into as of the 13th 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 8th 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:

1. Make-up Shipments. During the 2005 term of the Agreement, shortfalls occurred and as a result of such shortfalls there remains as of the Effective Date of this Amendment outstanding obligations for Seller to sell and deliver and Purchaser to purchase and receive [REDACTED] tons of coal in make-up obligations (the "Make-up Tons") at the 2005 price of \$54.00 per ton. Therefore the parties agree that, notwithstanding the anything to the contrary, Seller shall include in such Make-up Tons as additional tons to be delivered during the 2006 term.

B. Section 1.03 of the Agreement is deleted in its entirety and replace with the following new section 1.03:

1.03 Quantity. During calendar years 2002, 2003, and 2004 the quantity of coal delivered hereunder was [REDACTED] tons per calendar year. In 2005, the quantity of coal scheduled for delivery should have been [REDACTED] tons. During Calendar year 2006, the quantity of coal to be delivered hereunder shall be [REDACTED] tons, which includes the make-up tons from 2005. The [REDACTED]

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

3rd Amendment to the Agreement for the Sale and Purchase of Coal

This 3rd Amendment to the Agreement for the Sale and Purchase of Coal (this "3rd Amendment") is made and entered into as of the 13th day of February 2007 (the "Effective Date") by and between Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("PEF" or "Purchaser") and CONSOL of Kentucky and CONSOL Energy 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 8th 2004 ("Amendment") which among other changes acknowledged the name change of EFC to Progress Fuels Corporation ("PFC");

WHEREAS, EFC and CONSOL entered into the 2nd Amendment to Agreement for the Sale and Purchase of Coal dated January 13th 2006 ("Amendment") which provided for the carryover of tons from calendar year 2005 into calendar year 2006; and

WHEREAS, PFC and CONSOL desire to amend the Agreement and the Amendments 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:

1. The preamble to the Agreement is hereby deleted in its entirety and replaced by the following new preamble:

"This AGREEMENT (hereinafter the "Agreement") is made and entered into as of the 18th day of October 2001, between FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida corporation, 410 S. Wilmington St. Raleigh, NC 27601 (hereinafter "Purchaser") and CONSOL OF KENTUCKY INC. and CONSOL ENERGY SALES COMPANY, Delaware corporations, 1800 Washington Road, Pittsburgh, Pennsylvania, 15241 (hereinafter, collectively, "SELLER")

2. Make-up Shipments. During the 2006 term of the Agreement, shortfalls occurred and as a result of such shortfalls there remains as of the Effective Date of this 3rd Amendment outstanding obligations for Seller to sell and deliver and Purchaser to purchase and receive [REDACTED] tons of coal in make-up obligations (the "Make-up Tons") at the 2006 price of [REDACTED] per ton. Therefore the Parties agree that, notwithstanding

anything to the contrary, Seller shall sell and deliver such Make-up Tons as tons to be scheduled during 2007.

3. Section 1.03 of the Agreement is deleted in its entirety and replaced with the following new section 1.03:

1.03 Quantity. During calendar years 2002, 2003 and 2004 the quantity of coal delivered hereunder was [REDACTED] tons per calendar year. In calendar year 2005, the quantity of coal delivered was [REDACTED] tons. In calendar year 2006, the quantity of coal delivered was [REDACTED]

4. Section 1.04 of the Agreement is deleted in its entirety and replaced with the following new Section 1.04:

"1.04 Term. The term of this Agreement will commence on January 1, 2002 and will continue for a period of [REDACTED]

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

Capitalized terms used but not defined in this 3rd Amendment shall have the meaning given to them in the Agreement.

This 3rd Amendment shall supersede and replace all prior agreements, oral and written between the Parties with respect to the subject matter hereof. In the event of any conflict or inconsistency between the Agreement and this 3rd Amendment, the terms and conditions of this 3rd Amendment shall prevail.

This 3rd Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Each Party acknowledges and agrees that it and its counsel have reviewed and revised this 3rd Amendment and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting Party shall not be used in the interpretation of this 3rd Amendment.

This 3rd Amendment shall be governed by, interpreted and construed as one in accordance with the laws of the State whose laws shall govern the Agreement.

This 3rd Amendment may be executed in multiple counterparts, including by facsimile signature, each of which, when so executed, shall be deemed to be an original but all of which shall constitute but one and the same instrument.

CONSOL ENERGY SALES COMPANY ✓
 1800 WASHINGTON ROAD
 PITTSBURGH, PA 15241-1405

PAGE: 1 OF 1

COPY

OUR ORDER NO. : 15001125

INVOICE NUMBER : 7010030443
 INVOICE DATE : 03/07/2007
 FOB : MINE

YOUR P.O. :

INVOICE

COPY TO:

PROGRESS ENERGY - FLORIDA
 410 WILMINGTON STREET
 ATTENTION: REGULATED BACK OFFICE
 RALEIGH, NC 27601

BILL TO:

PROGRESS ENERGY - FLORIDA
 410 WILMINGTON STREET
 ATTENTION: REGULATED BACK OFFICE
 RALEIGH, NC 27601

DUE DATE : 04/01/2007

TERMS : 25 DAYS FROM INVOICE DATE

COMMENTS :

FEBRUARY 2007 BTU & SO2 QUALITY ADJUSTMENT:MONTHLY WEIGHTED
 AVG BTU: 12619 BTU/LB;MONTHLY WEIGHTED SO2: 1.61# SO2;
 TONS, [REDACTED] BTU ADJ [REDACTED] TON PREMIUM;TOTAL BTU ADJ [REDACTED]
 PREMIUM;SO2 ADJ [REDACTED] TON PREMIUM;TOTAL SO2 ADJ [REDACTED]
 PREMIUM;TOTAL DOLLARS [REDACTED] PREMIUM

REMIT PAYMENT TO:
 CONSOL ENERGY SALES COMPANY
 WIRE TRANSFER ACCT [REDACTED]
 ABA #043000096 PNC BANK
 PITTSBURGH, PA 15264

SHIPPED TO:
 CRYSTAL RIVER STATION
 PROGRESS ENERGY - FLORIDA
 FLORIDA POWER CORPORATION
 RED LEVEL JUNCTION, FL 32629

DESCRIPTION	SHIPPED	TONS	RATE	AMOUNT
F133	02/19/2007	[REDACTED]	[REDACTED]	\$ [REDACTED]
F134	02/23/2007	[REDACTED]	[REDACTED]	\$ [REDACTED]
SUBTOTAL				\$ [REDACTED]
BTU ADJUSTMENT \$				\$ [REDACTED]
SULFUR ADJ \$				\$ [REDACTED]
AMOUNT DUE				\$ [REDACTED]
TOTAL ITEMS BILLED : 2				
PLEASE REFERENCE THE ENTIRE 10 CHARACTER INVOICE NUMBER ON YOUR REMITTANCE.				
CONSOL ENERGY SALES COMPANY IS INVOICING ON BEHALF OF: CONSOL OF KENTUCKY INC.				

Seller certifies that the goods or services covered by this invoice were produced in compliance with the Fair Labor Standards Act of 1938, as amended.

PEF-07FL-001859

SAP CONTRACT # 4000563
PROGRESS ENERGY - FLORIDA
WEIGHTED AVERAGES

\$52.00
 INDEPENDENT LAB RESULTS PREVAIL
 #15001125

REJECT

10.00% 12.00%
 8% MAX 13% MAX

12100 2.20
 12100 1.5 MIN
 12500 TYP 2.1 MAX

DATE	TRAIN #	TONS	MOISTURE	A/R ASH	A/R SULFUR	A/R BTU'S	LBS SO2
2/19/2007	F133	[REDACTED]	6.86	9.12	0.99	12480	1.5865
2/23/2007	F134	[REDACTED]	6.14	8.59	1.04	12752	1.6311

WEIGHTED AVERAGE

[REDACTED]	6.49	8.85	1.02	12619	1.6100
------------	------	------	------	-------	--------

SO2 ADJUSTMENT

[REDACTED]	-	[REDACTED]	X	12619	X	[REDACTED]
------------	---	------------	---	-------	---	------------

1,000,000

Per ton

\$ [REDACTED] X [REDACTED] = [REDACTED]

BTU ADJUSTMENT

12619 - 12500 x [REDACTED] PRICE

= [REDACTED] x [REDACTED] = [REDACTED]

= [REDACTED] x [REDACTED] = [REDACTED]

\$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]

SO2 weekly averages:	
02/02/07	\$ [REDACTED]
02/09/07	\$ [REDACTED]
02/16/07	\$ [REDACTED]
02/23/07	\$ [REDACTED]
Weekly averages February 07	\$ [REDACTED]

PEF-07FL-001860

OPC
2nd PODs

4

- b. If one of Operator's Tows is at the berth at the Terminal or Crystal River Plant and a second of Operator's Tows arrives, provides NOR in accordance with the terms hereof and is required to wait, freetime shall commence for the second Tow when NOR is provided. If a third Tow arrives at the berth, provides NOR and is required to wait, freetime shall commence ten (10) hours after the freetime expires on the second Tow if at the Crystal River Plant or six (6) hours after the freetime expires on the second Tow if at the Terminal, and, if a fourth Tow arrives at the berth, provides NOR and is required to wait, freetime on the fourth Tow shall commence upon expiration of freetime on the third Tow. All such delays in the commencement of freetime at the Terminal or Crystal River Plant shall be hereinafter referred to as "Stacking Delays".

10. **Base Freight Rates and Freight Rate Adjustments:** Shipper shall pay Operator freight for the affreightment services provided hereunder at the rates set forth herein. Operator shall prepare and transmit to Shipper by telefax, on the 15th and last day of each month, an invoice for freight for all cargo delivered in the preceding half month and for any deadfreight due pursuant to Section 8 hereof. Shipper shall pay such invoice by wire transfer within fifteen (15) days of receipt.

The Base Freight Rate is [REDACTED] per ST for the initial [REDACTED] ST transported and thereafter [REDACTED] per ST or pro rata portion thereof. Freight rates for load ports other than the Terminal will be calculated on an equivalent revenue per day basis net of fuel, port and voyage related expenses.

All such rates shall be adjusted by the factors, and on the intervals, specified in Sections 11, 12 and 13 hereof. Notwithstanding any other provision hereof, no adjustment for Labor Cost, or Producer Price Index, pursuant to Sections 12 and 13 hereof, shall reduce the Freight Rate below the amounts of such Rate which are established by the initial fuel price adjustment hereunder, occurring on April 1, 2002.

11. **Fuel Price Adjustment:** For each 1% increase or decrease in the weighted average price for all marine diesel fuel purchased by Operator for Tows in Shipper's service, based on copies of actual invoices and taking into account all discounts or surcharges actually paid ("Fuel Price"), rates shall be adjusted by 0.12%. Rates shall be so adjusted on the first day of each calendar quarter, based on the Fuel Price calculated for the calendar quarter preceding the adjustment date as compared to the Base Fuel Price, with the first such adjustment occurring on April 1, 2002. For purposes of this Contract, the Base Fuel Price is \$0.85.

12. **Labor Cost Adjustment:** For each 1% increase or decrease in Operator's crew costs for Tows utilized in moving cargoes hereunder (wages only) measured on a daily rate basis ("Labor Cost"), all rates shall be adjusted by 0.13%. Rates shall be so adjusted annually during the term hereof, based on the Labor Cost on the adjusting date as compared to the Base Labor Cost, with the first such adjustment occurring on April 1, 2003. For purposes of this Contract, the Base Labor Cost shall be the Labor Cost on April 1, 2002. Shipper shall have a right to reasonably inspect Operator's books and records to confirm the accuracy of such Labor Costs.

By "Avoided Out-of-Pocket Costs" is meant the out-of-pocket costs avoided by Operator as a result of the Cargo Shortfall, including but not limited to brokerage commissions, barge cleaning expenses, miscellaneous port charges, towing charges, line handling fees, pilot's fees, crew costs (if laid off), fuel costs, and local agents' fees.

By "Mitigation Percentage" is meant the ratio, not to exceed 1.0, determined by dividing the number of barge days ("Idle Days") Operator's barge fleet is idled as a result of the Cargo Shortfall, by the number of barge days ("Active Days") Operator's barge fleet is employed in transporting Qualified Third Party Business (as defined in this Section). Active Days shall be deemed to begin when an empty barge departs the Crystal River Plant and to end when the empty barge arrives at the Terminal.

In calculating Idle Days and in calculating out-of-pocket costs avoided by Operator as a result of the Cargo Shortfall, a per-trip cargo of 15,500 ST and a per-trip elapsed voyage time of 4.96 days shall be conclusively presumed.

By "Qualified Third Party Business" is meant any charter or affreightment transaction undertaken by Operator on behalf of a chartering or shipping party other than Shipper, but excluding any transaction rejected by Shipper (as provided below) or any transaction Operator is able to reasonably demonstrate would have been feasible for Operator to perform even if the Cargo Shortfall did not occur.

Shipper may reject any charter or affreightment contract proposed by Operator as Qualified Third Party Business in mitigation, by tendering written notice to Operator within 48 hours of receipt by Shipper of notice by Operator that Operator intends to accept such charter or affreightment contract. In such event such charter or affreightment contract, and all subsequent charters or affreightment contracts undertaken by Operator during such Shipping Period shall be excluded from Qualified Third Party Business.

In determining net revenues realized from Qualified Third Party Business, there shall be included all freight and demurrage received and subtracted all out-of-pocket expenses including, but not limited to, dispatch money paid, brokerage commissions, barge cleaning expenses, miscellaneous port charges, towing charges, line handling fees, pilots' fees, fuel costs, and local agents' fees.

a. Example of Adjusted Revenue Shortfall Calculations. Assume an effective rate of

	[REDACTED]
A. Declared Tonnage	[REDACTED]
B. 90% of Declared Tonnage	[REDACTED]
C. Actual Tonnage	[REDACTED]
D. Cargo Shortfall (B - C)	[REDACTED]

- E. Gross Revenue Shortfall (\$4.25 x D) [REDACTED]
- F. Avoided Out-of-Pocket Costs
 - Brokerage Commissions [REDACTED]
 - Barge Cleaning [REDACTED]
 - Miscellaneous Port Charges [REDACTED]
 - Assisting Tugs (Estimated \$1,000 per voyage x 400,000 ÷ 15,500 or 25.806 voyages) [REDACTED]
 - Pilot Fees [REDACTED]
 - Fuel Costs (Estimated Shipper incremental 6090 gals x \$0.85/gal x 25.806 voyages) [REDACTED]
 - Local Agents' Fees [REDACTED]
 - Total [REDACTED]
- G. Net Revenue Shortfall (E - F) [REDACTED]
- H. Qualified Third Party Business:
 - 22-day voyage from New Orleans to San Juan [REDACTED]
 - Freight (\$18.00/ST x 15,000 ST) [REDACTED]
 - Demurrage (2 days x 12,000/day) [REDACTED]
 - Brokerage Commission @ 2.5% [REDACTED]
 - Cleaning [REDACTED]
 - Miscellaneous Port Charges [REDACTED]
 - Towing [REDACTED]
 - Fuel Costs [REDACTED]
 - Agents in Puerto Rico [REDACTED]
 - Total [REDACTED]
- (Net Revenue of \$10,620.45 per day x 22 days) [REDACTED]
- I. Qualified Third Party Business:
 - 10.3-day voyage to Tampa to Houston, net revenues of \$13,000 per day [REDACTED]
- J. Qualified Third Party Business
 - 45-day voyage from Corpus Christi to Haiti, net revenue of \$11,000 per day [REDACTED]
- K. Total Qualified Third Party Business (H + I + J) [REDACTED]
- L. Idle Days (D ÷ 15,500 x 4.96) [REDACTED]
- M. Actual Days (total from H, I, J) [REDACTED]

- N. Mitigation Percentage (L + M)
- O. Mitigation Percentage of all Total
Qualified Third Party Business (K x N)
- P. Adjusted Net Revenue Shortfall (G-0)

b. Settlement. Any amounts owned by Shipper for cargoes declared but not tendered for shipment in any six-month calendar period will be paid not later than the earlier of (a) the 20th day following the end of each such six-month calendar period, or (b) the 20th day following Shipper's tender of notice to reject charter or affreightment contract.

17. Demurrage and Despatch: In the event that loading and/or discharging the Tow is not completed within the freetime allowed herein through no fault of Operator or the Tow, demurrage shall accrue for all time used in excess of allowed freetime, and Shipper shall pay Operator for the Tow at the Demurrage Rate [REDACTED] per hour or portion thereof or, in the case of demurrage accrued during a Shipper declared Twelve Hour Force Majeure Event, as defined in Section 32 hereof, one-half the Demurrage Rate. In the event that loading and/or discharging the Tow is completed within the freetime allowed herein, despatch shall accrue for all allowed freetime not used, and Operator shall provide Shipper with a credit against demurrage accrued hereunder for such despatch at the Demurrage Rate.

Demurrage and despatch shall be calculated on an annual basis. Within thirty (30) days after the end of each calendar year, Operator shall review the voyages completed during such calendar year, determine the demurrage and despatch accrued, and prepare and transmit to Shipper by telefax a cumulative demurrage invoice for such voyages reflecting the demurrage or despatch accrued on each such voyage and charging Shipper for any demurrage not offset by despatch at the Demurrage Rate. Shipper shall pay such invoice by wire transfer to the account specified herein for payments within fifteen (15) days of receipt. In the event that despatch accrued exceeds the demurrage accrued during such calendar year, Operator shall reduce such excess despatch by the amount of any Stacking Delays during the calendar year, provided, however, that Operator shall not reduce excess despatch by the amount of Stacking Delays related to a fourth Tow unless the employment of such Tow was requested or required by Shipper as provided in Section 15 hereof, and shall provide Shipper with a credit for such excess despatch at one-half the Demurrage Rate against the first available freight invoice.

The Demurrage Rate shall be adjusted by 50 percent of the changes in the factors, and on the intervals, specified in Sections 11, 12 and 13 hereof.

18. Payments: Payments required by Shipper hereunder shall be made to the account as styled below:

Chase Manhattan Bank, Houston, Texas

[REDACTED]
Credit Account No. [REDACTED]
For further credit to Dixie Fuels Limited.

JAN- 8-04 THU 2:23 PM DIXIE OFFSHORE TRANSP
JAN-08-04 16:23 FROM:
JAN- 8-04 THU 7:50 AM DIXIE OFFSHORE TRANSP

FAX NO. 504 391 2295
TO: 504 391 2295
FAX NO. 504 391 2295

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P. 3

The Base Freight Rate for DBF loaded at IMT and/or ECT is [redacted] per ST or pro rata portion thereof. The Base Freight Rate for DBF loaded at MIT is [redacted] per ST or pro rata portion thereof. Freight rates for load ports other than the Terminal will be calculated on an equivalent revenue per day basis net of fuel, port and voyage related expenses.

All such rates shall be adjusted by the factors, and on the intervals, specified in Sections 11, 12 and 13 hereof. Notwithstanding any other provision hereof, no adjustment for Labor Cost, or Producer Price Index, pursuant to Sections 12 and 13 hereof, shall reduce the Freight Rate for DBF loaded at IMT and/or ECT below the amounts of such Freight Rate which are established by the initial fuel price adjustment hereunder, occurring on April 1, 2002, and no adjustment for Labor Cost, or Producer Price Index, pursuant to Sections 12 and 13 hereof, shall reduce the Freight Rate for DBF loaded at MIT below the amounts of such Freight Rate which are established by the initial fuel price adjustment hereunder, occurring on April 1, 2004."

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment One this 8th day of January, 2004.

DIXIE FUELS LIMITED

PROGRESS FUELS CORPORATION

Kenneth C Bush

[Signature]

By: Kenneth C. Bush

By:

Title: Executive Vice President

Title: Vice President Coal Procurement

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made and entered into as of this 7th day of August, 2006 (the "Effective Date") by and between Progress Energy Florida, Inc. ("PEF") and Dixie Offshore Transportation Company ("DOTC"). Each of PEF and DOTC may sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, PEF owns and operates certain coal-fired electric generating units located at Crystal River, in Citrus County, Florida (the "Crystal River Plant");

WHEREAS, a substantial amount of the coal that is utilized by PEF at the Crystal River Plant is delivered to the Crystal River Plant via ocean going barge and offloaded from such barges utilizing a traveling clamshell unloader;

WHEREAS, PEF desires to purchase, construct and install a new E-crane series hydraulic barge unloader (such apparatus being referred to hereinafter as an "E-Crane") in order to provide for more efficient coal offloading operations at Crystal River (the "E-Crane Project");

WHEREAS, PEF and DOTC have entered into that certain **Affreightment Contract** dated April 1, 2005, as amended (the "**Affreightment Contract**") pursuant to which DOTC has agreed to make available and provide and PEF has agreed to accept and pay for certain services with respect to the transportation of coal by ocean going barge to the Crystal River Plant;

WHEREAS, DOTC may realize significant benefit from the E-Crane Project due to increased cargoes pursuant to the Affreightment Contract as a result of improved offloading efficiencies;

WHEREAS, DOTC desires to make a contribution to PEF to help fund the E-Crane Project and PEF desires to accept such contribution each according to the terms and conditions set forth below herein;

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

1. DOTC shall pay to PEF the sum of [REDACTED] (the "Contribution Amount"), which amount shall be sent by electronic funds transfer to the address set forth below in immediately available funds on or before three (3) Business Days after the Effective Date (the "Transfer Date"). DOTC and PEF each acknowledges and agrees that the aforementioned Contribution Amount is not a loan.

Bank: Wachovia Bank, NA
Account of: Progress Energy Florida, Inc.

[REDACTED]

2. In consideration for the aforementioned Contribution Amount paid to PEF by DOTC, PEF agrees that it will amend the Affreightment Contract (the "Amendment") such that PEF will pay a transportation surcharge of [REDACTED] per ton ("Transportation Surcharge") which shall be applicable and payable on each ton of coal that is actually delivered to the Crystal River Plant by DOTC beginning on or after August 1, 2006 (the "Transportation Surcharge Commencement Date") and ending on the earlier of (a) when [REDACTED] tons of coal have actually been delivered to the Crystal River Plant by DOTC on or after the Transportation Surcharge Commencement Date or (b) [REDACTED]

3. In the event that the Contribution Amount or any portion thereof is not paid to PEF on or before the Transfer Date, or after having paid such amount such funds must be refunded by PEF as a result of the bankruptcy or insolvency or other similar event with respect to DOTC, then the Amendment shall become immediately null and void and the Affreightment Contract shall be immediately reinstated to its original state without giving effect to the Amendment and the aforementioned transportation surcharge.

4. Nothing in this Agreement shall in any way be construed so as to confer any security interest or right of DOTC in or to any assets, fixtures, property (whether real or personal) and/or equipment, tangible and intangible, related to the E-Crane Project. DOTC expressly waives any and all rights to claim any security interest in or to any and all assets, fixtures, property (whether real or personal) and/or equipment, tangible and intangible, in any way related to the E-Crane Project, under the Uniform Commercial Code, under applicable law, or in equity, including without limitation any purchase money security interests.

5. Nothing herein shall be construed as a representation or warranty with respect to any of (i) the start of construction of the E-Crane Project; (ii) the timing of completion of the E-Crane Project and/or (iii) the performance of the new E-Crane upon completion of the E-Crane Project. PEF expressly disclaims any and all representations and warranties, express or implied with respect thereto. Furthermore, notwithstanding the Contribution Amount and/or payment by DOTC to PEF thereof, PEF expressly reserves the right to alter and/or modify the E Crane Project in any way as determined in its sole discretion, without liability hereunder, including without limitation the right to modify the construction schedule and/or to suspend such construction of the E-crane for a period of time as determined by PEF due to causes reasonably beyond the control of PEF.

This Agreement is made and entered into for the sole protection and legal benefit of the Parties and their permitted successors and assigns. 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. Neither Party shall assign this Agreement or



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS FUELS CORPORATION(Florida)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

O1108-09
15-Nov-06
2714

To Invoice you for Third Quarter 2006 Demurrage

[Redacted] hours @ [Redacted]
[Redacted] hrs e [Redacted]

[Redacted]
[Redacted]

OK [Redacted]
1/4/07

File sent to Jason Duttlinger on 11/15/06

7/06 - [Redacted]
8/06 - [Redacted]
9/06 - [Redacted]
true-up. [Redacted]
[Redacted]

← Jan 07

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P. O. BOX 200468
HOUSTON, TX. 77216-1044

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [Redacted]
ABA: #113-000-609

OK [Redacted]
1/4/07

PLEASE REMIT

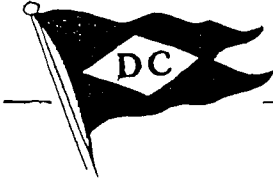
[Redacted]
=====

DIXIE FUELS LIMITED		Progress Fuels		Demurrage(Despatch)		2006		01/02/07		4:09 PM		V-3000 Operations Demurrage Calculations with Demurrage(2006 Q3) Q3 Demurrage as of Date 04		Demurrage per hour		1/1/06 - 12/31/06		1650.00		Despatch per hour		50.00		
Lead Rate		14.00 Hours		SHINC		Reversible laytime		Demurrage		per hour		1650.00		Despatch		per hour		50.00						
Dish Rate		25.00 Hours		SHINC																				
Prod Trg #	Lead Lot #	Lead Lot #	Tons	Time Allowed	Lead Post	New Orleans or Mobile											Time Allowed	Time Used	Discharge (Desp)	Net Demurrage Hours				
						Original NOR	FL or Barge Released	DXE Delay	Weather	Shrt	Net Credits	Deck Delays	Stacking	Ships	Fine Used	Load (Desp)					Time Allowed	Original NOR	FD or Barge Released	Discharge credits
July 2006																								
54-06	56-06	Courgeous/Beds#	14.00	IMT	07/05 07:10	07/07 06:00																		
57-06	57-06	Reliance/Delta	14.00	IMT	07/07 03:30	07/09 15:50																		
58-06	58-06	Resolute/Howard	14.00	IMT	07/08 12:00	07/11 03:05																		
58-06	58-06	Courgeous/Beds#	14.00	IMT	07/13 23:30	07/14 14:50																		
60-06	60-06	Reliance/Delta	14.00	IMT	07/18 01:30	07/18 12:25																		
61-06	61-06	Vigilant/Howard	14.00	IMT	07/18 06:55	07/18 23:05																		
62-06	62-06	Courgeous/Beds#	14.00	IMT	07/21 07:50	07/22 05:00																		
63-06	63-06	Reliance/Delta	14.00	MCDUFFIE	07/26 07:40	07/27 03:30																		
64-06	64-06	Vigilant/Howard	14.00	IMT	07/28 08:25	07/29 18:35																		
July 2006 - Total for month																								
0.00 0.00 (5.92) (5.92) 81.19 49.25 80.25 330.01 794.01 725.00 350,257.82 350,275.17 0.00 (3.00) (4.75) (1.75) 88.09 0.00 132.25 403.50 178.50 382.51																								
August 2006																								
65-06	65-06	Courgeous/Beds#	14.00	IMT	07/31 15:35	08/01 03:45																		
66-06	66-06	Reliance/Delta	14.00	IMT	08/03 04:10	08/04 11:40																		
67-06	67-06	Vigilant/Howard	14.00	IMT	08/07 15:30	08/09 03:00																		
68-06	68-06	Reliance/Delta	14.00	Bulplant	08/09 11:00	08/10 18:50																		
69-06	69-06	Courgeous/Beds#	14.00	IMT	08/13 20:05	08/14 05:45																		
70-06	70-06	Vigilant/Howard	14.00	IMT	08/19 22:55	08/16 11:25																		
71-06	71-06	Reliance/Delta	14.00	IMT	08/17 00:40	08/17 12:45																		
72-06	72-06	Courgeous/Beds#	14.00	Bulplant	08/20 01:45	08/21 10:30																		
73-06	73-06	Vigilant/Howard	14.00	Bulplant	08/22 07:35	08/23 12:45																		
74-06	74-06	Vigilant/Howard	14.00	IMT	08/28 10:10	08/29 05:55																		
75-06	75-06	Reliance/Delta	14.00	IMT	08/27 09:35	08/28 03:30																		
76-06	76-06	Courgeous/Beds#	14.00	IMT	08/28 13:20	08/29 20:30																		
August 2006 - Total for month																								
0.00 (0.75) (4.49) (5.24) 20.34 16.25 43.84 270.76 102.76 (0.25) 8.41 (2.77) (3.43) 30.83 0.00 164.91 451.32 151.32 254.08																								
September 2006																								
77-06	77-06	Reliance/Delta	14.00	IMT	09/04 00:40	09/04 17:35																		
78-06	78-06	Vigilant/Howard	14.00	IMT	09/05 04:20	09/06 07:10																		
79-06	79-06	Courgeous/Beds#	14.00	IMT	09/08 05:45	09/08 18:40																		
80-06	80-06	Reliance/Delta	14.00	Bulplant	09/10 08:30	09/11 06:00																		
81-06	81-06	Vigilant/Howard	14.00	Bulplant	09/11 14:30	09/12 18:05																		
82-06	82-06	Courgeous/Beds#	14.00	Bulplant	09/12 11:55	09/13 21:35																		
83-06	83-06	Reliance/Delta	14.00	IMT	09/17 09:45	09/17 23:10																		
84-06	84-06	Vigilant/Howard	14.00	IMT	09/19 01:30	09/19 16:30																		
85-06	85-06	Courgeous/Beds#	14.00	IMT	09/20 22:55	09/21 08:00																		
86-06	86-06	Reliance/Delta	14.00	Bulplant	09/24 03:15	09/25 05:20																		
87-06	87-06	Vigilant/Howard	14.00	Bulplant	09/25 17:00	09/26 20:30																		
88-06	88-06	Courgeous/Beds#	14.00	Bulplant	09/27 01:35	09/28 06:45																		
September 2006 - Total for month																								
0.00 (0.20) (4.00) (4.20) 14.32 3.58 0.00 247.83 78.83 (0.50) (9.50) (9.00) 12.10 47.16 0.00 13.09 314.25 14.25 94.08																								

Q3 Hours (Invoice) [Redacted] rounding differences in schedule
 Q3 Hours (Approval) [Redacted]

OK to pay \$ [Redacted]

PEF-07FI-001887



Dixie Offshore Transportation Company *a Kirby Company*

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # O0107-04
Date 15-Jan-07
Customer # 2714

IMT COAL MOVEMENT

PFC 01/07 01/04/07
PFC 02/07 01/03/07

[REDACTED]

HO070001
DO070002

TOTAL IMT TONS

[REDACTED]

@ [REDACTED] PER N.T.

[REDACTED]

MOBILE COAL MOVEMENT

TOTAL MOBILE TONS

[REDACTED]

@ [REDACTED] PER N.T.

[REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: [REDACTED]
ABA: #113-000-609

PLEASE REMIT

[REDACTED]

333 W.P.A. Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880
504/392-7800 • Toll Free: 800/762-4716 • Facsimile: 504/391-2295



FL 1/8 -

VESSEL: Miss Dott-o
5th barge of the month
DATE: 01/14/07

PORT: Crystal River
Your order no. 117337 2-07
REPORT NO. 4880-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

00070002

DATES.....

START
01/10/07 2005

FINISH
01/14/06 103E

FORWARD DRAFT.....
CORRECTION.....
CORRECTED FORWARD DRAFT.....

AFTER DRAFT.....
CORRECTION.....
CORRECTED AFTER DRAFT.....

PORT MIDBARGE DRAFT.....
STBD. MIDBARGE DRAFT.....
MEAN OF MIDBARGE DRAFT.....

MEAN OF MEANS OF MEANS.....

SALTWATER DISPLACEMENT.....

TRIM.....
TRIM CORRECTION.....

DISPLACEMENT CORR'D FOR TRIM.....

OBSERVED DENSITY.....
DENSITY CORRECTION.....

DISPLACEMENT CORR'D DENSITY.....
CONSUMABLES.....
TOTAL DISPLACEMENT.....

DIFFERENCE DISPLMT CARGO UNLOADED



SHORT/TONS
POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

DIXIE FUELS LIMITED
Progress Fuels Business
RATE ESCALATION

01/04/07

01/01/07

BASE RATE - FIXED PORTION

[REDACTED]

IMT Loadings

[REDACTED]

BASE RATE - FUEL COMPONENT

[REDACTED]

FUEL ESCALATION

Quarterly

BASE FUEL PRICE PER GALLON

\$ [REDACTED]

FUEL PRICE PER GALLON - 10/1/06-12/31/06

\$ [REDACTED]

Increase (Decrease)

\$ [REDACTED]

Percent Increase (Decrease)

[REDACTED] %

Base Rate

\$ [REDACTED]

FUEL ESCALATION

\$ [REDACTED]

\$ [REDACTED]

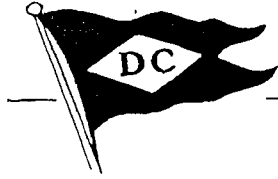
ESCALATED BASE RATE EFFECTIVE

01/01/07

IMT Loadings

\$ [REDACTED]

F:\123\DATA\IEFCRATES\{PFC Jan 2007.xls}Mobile area loadings



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # 00107-05
Date 15-Jan-07
Customer # 2714

Transportation Surcharge

PFC 01/07 01/04/07
PFC 02/07 01/08/07



HO070001
DO070002

Tons subject to transportation surcharge



@ PER N.T.

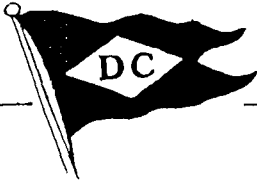


PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: #
ABA: #113-000609

PLEASE REMIT





Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

00107-08
15-Jan-07
2714

DATE	DESCRIPTION	AMOUNT
JAN-04	Assisted Docking at Rock Dock 1310-1500 Tug Baltimore @ [REDACTED]	[REDACTED] ✓
JAN-04	Assisted Vessel Docking at Coal Dock 1700-1735 Tug Baltimore @ \$ [REDACTED]	[REDACTED] ✓
JAN-06	Assisted Vessel Undocking at Coal Dock 0950-1030 Tug Baltimore @ \$ [REDACTED]	[REDACTED] ✓

ok to pay
[Signature]
1/22/2006

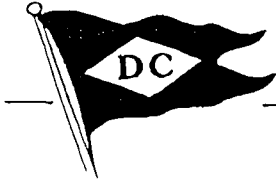
PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

PLEASE REMIT [REDACTED]

333 W.P.A. Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880
504/392-7800 • Toll Free: 800/762-4716 • Facsimile: 504/391-2295

PEF-07FL-001893



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

00107-14
31-Jan-07
1590

DATE	DESCRIPTION	AMOUNT
JAN-15	Assisted Docking at Rock Dock 1120-1255 Tug Baltimore @ [REDACTED]	[REDACTED]
JAN-16	Assisted Vessel Docking at Coal Dock 1000-1030 Tug Baltimore @ \$ [REDACTED]	[REDACTED]
JAN-17	Assisted Vessel Undocking at Coal Dock 1430-1615 Tug Baltimore @ [REDACTED]	[REDACTED]
JAN-23	Assisted Vessel Docking at Coal Dock 1440-1635 Tug Baltimore @ \$ [REDACTED]	[REDACTED]
JAN-25	Assisted Vessel Undocking at Coal Dock 0800-0920 Tug Baltimore @ \$ [REDACTED]	[REDACTED]

1/15/07
1/20

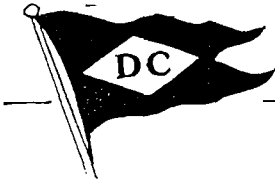
PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

ok to pay
[Signature]
1/31/2007

PLEASE REMIT [REDACTED]

333 W.P.A. Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880
504/392-7800 • Toll Free: 800/762-4716 • Facsimile: 504/391-2295



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # 00107-13
Date 31-Jan-07
Customer # 1590

Transportation Surcharge

PFC 03-07 01/09/07
PFC 04-07 01/13/07
PFC 05-07 01/21/07
PFC 06-07 01/21/07



TH070002
HO070003
DO070004
TH070004

Tons subject to transportation surcharge



@ PER N.T.



PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77218-0468

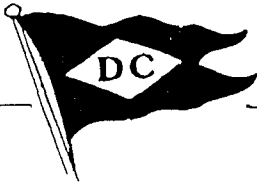
WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: [REDACTED]
ABA: #113-000-609

PLEASE REMIT



333 W.P.A. Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880
504/392-7800 • Toll Free: 800/762-4716 • Facsimile: 504/391-2295

PEF-07FL-001901



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

00107-15
31-Jan-07
1590

DATE	DESCRIPTION	AMOUNT
JAN-31	Assisted Undocking at Coal Dock 0400-1015 Tug Baltimore @ \$ [REDACTED]	[REDACTED]

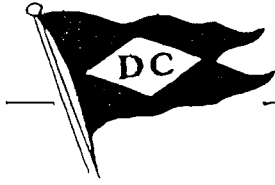
PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

PLEASE REMIT

333 W.P.A Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880
504/392-7800 • Toll Free: 800/762-4716 • Facsimile: 504/391-2295

PEF-07FL-001902



Dixie Offshore Transportation Company *a Kirby Company*

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # 00107-12
Date 31-Jan-07
Customer # 1590

IMT COAL MOVEMENT

PFC 03-07 01/09/07
PFC 04-07 01/13/07
PFC 05-07 01/21/07
PFC 06-07 01/21/07

[REDACTED] ✓
[REDACTED] ✓
[REDACTED] ✓
[REDACTED] ✓

TH070002
HO070003
DO070004
TH070004

TOTAL IMT TONS

[REDACTED] @ [REDACTED] PER N.T. [REDACTED]

MOBILE COAL MOVEMENT

TOTAL MOBILE TONS

[REDACTED] @ [REDACTED] PER N.T. [REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: [REDACTED]
ABA: #113-000-609

PLEASE REMIT

[REDACTED]

FLANDERS MARINE SURVEYS, INC.



FL 1/19/07

VESSEL: AMY THOMPSON
6th barge of the month
DATE: 01/16/07

PORT: Crystal River
Your order no. 117337 3-07
REPORT NO. 4882-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

TH070002

DATES.....	START 01/14/07 1645	FINISH 01/16/07 0815
FORWARD DRAFT.....		
CORRECTION.....		
CORRECTED FORWARD DRAFT.....		
AFTER DRAFT.....		
CORRECTION.....		
CORRECTED AFTER DRAFT.....		
PORT MIDBARGE DRAFT.....		
STBD. MIDBARGE DRAFT.....		
MEAN OF MIDBARGE DRAFT.....		
MEAN OF MEANS OF MEANS.....		
SALTWATER DISPLACEMENT.....		
TRIM.....		
TRIM CORRECTION.....		
DISPLACEMENT CORR'D FOR TRIM.....		
OBSERVED DENSITY.....		
DENSITY CORRECTION.....		
DISPLACEMENT CORR'D DENSITY.....		
CONSUMABLES.....		
TOTAL DISPLACEMENT.....		
DIFFERENCE DISPLM'T CARGO UNLOADED:	SHORT/TONS	
	POUNDS	
	LONG/TONS	
	METRIC/TONS	
SURVEYOR <u>Paul Flanders</u>		

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190



FL 1/13/07

VESSEL: LOUISE HOWLAND
8th barge of the month
DATE: 01/20/07

PORT: Crystal River
Your order no. 117337 4-07
REPORT NO. 4885-07

CERTIFICATE OF WEIGHT - COAL UNLOADED 40070003

DATES.....	START 01/18/07 2055	FINISH 01/20/07 0210
FORWARD DRAFT.....		
CORRECTION.....		
CORRECTED FORWARD DRAFT.....		
AFTER DRAFT.....		
CORRECTION.....		
CORRECTED AFTER DRAFT.....		
PORT MIDBARGE DRAFT.....		
STBD. MIDBARGE DRAFT.....		
MEAN OF MIDBARGE DRAFT.....		
MEAN OF MEANS OF MEANS.....		
SALTWATER DISPLACEMENT.....		
TRIM.....		
TRIM CORRECTION.....		
DISPLACEMENT CORR'D FOR TRIM.....		
OBSERVED DENSITY.....		
DENSITY CORRECTION.....		
DISPLACEMENT CORR'D DENSITY.....		
CONSUMABLES.....		
TOTAL DISPLACEMENT.....		
DIFFERENCE DISPLM'T CARGO UNLOADED	SHORT/TONS	

POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

E-mail: fmsr1@bellsouth.net



FL 1/21/07

VESSEL: Miss Dolt-o
10th barge of the month
DATE: 01/26/07

PORT: Crystal River
Your order no. 117337-5-07
REPORT NO. 4888-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

0067 0004

DATES.....

START
1/25/07 1205

FINISH
1/26/07 2130

FORWARD DRAFT.....
CORRECTION.....
CORRECTED FORWARD DRAFT.....

AFTER DRAFT.....
CORRECTION.....
CORRECTED AFTER DRAFT.....

PORT MIDBARGE DRAFT.....
STBD. MIDBARGE DRAFT.....
MEAN OF MIDBARGE DRAFT.....

MEAN OF MEANS OF MEANS.....

SALTWATER DISPLACEMENT.....

TRIM.....
TRIM CORRECTION.....

DISPLACEMENT CORR'D FOR TRIM.....

OBSERVED DENSITY.....
DENSITY CORRECTION.....

DISPLACEMENT CORR'D DENSITY.....
CONSUMABLES.....
TOTAL DISPLACEMENT.....

DIFFERENCE DISPLM'T CARGO UNLOADED

SHORT/TONS

POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

Email: mfair@shellmouth.net



FL 11/21/07

VESSEL: AMY THOMPSON
11th barge of the month
DATE: 01/29/07

PORT: Crystal River
Your order no. 117337-6-07
REPORT NO. 4890-07

CERTIFICATE OF WEIGHT - COAL UNLOADED 11070004

DATES-----	START 01/26/07 2330	FINISH 01/29/07 0320
FORWARD DRAFT-----		
CORRECTION-----		
CORRECTED FORWARD DRAFT-----		
AFTER DRAFT-----		
CORRECTION-----		
CORRECTED AFTER DRAFT-----		
PORT MIDBARGE DRAFT-----		
STBD. MIDBARGE DRAFT-----		
MEAN OF MIDBARGE DRAFT-----		
MEAN OF MEANS OF MEANS-----		
SALTWATER DISPLACEMENT-----		
TRIM-----		
TRIM CORRECTION-----		
DISPLACEMENT CORR'D FOR TRIM-----		
OBSERVED DENSITY-----		
DENSITY CORRECTION-----		
DISPLACEMENT CORR'D DENSITY-----		
CONSUMABLES-----		
TOTAL DISPLACEMENT-----		
DIFFERENCE DISPLMT CARGO UNLOADED:	SHORT/TONS	
	POUNDS	
	LONG/TONS	
	METRIC/TONS	
SURVEYOR <u>Paul Flanders</u>		

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # O0207-02
Date 05-Feb-07
Customer # 1590

IMT COAL MOVEMENT

PFC 07-07 01/27/07

[REDACTED]

HO070005

TOTAL IMT TONS

[REDACTED]

@ [REDACTED] PER N.T.

[REDACTED]

MOBILE COAL MOVEMENT

TOTAL MOBILE TONS

[REDACTED]

@ [REDACTED] PER N.T.

[REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

PLEASE REMIT

[REDACTED]

333 W.P.A. Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880
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PEF-07FL-001909

FLANDERS MARINE SURVEYS, INC.



FL 1/27

VESSEL: LOUISE HOWLAND
1st barge of the month
DATE: 02/03/07

PORT: Crystal River
Your order no. 117337
REPORT NO. 4893-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

170070005

DATES.....	START 01/31/07 2200	FINISH 02/03/07 031E
FORWARD DRAFT.....	[REDACTED]	[REDACTED]
CORRECTION.....		
CORRECTED FORWARD DRAFT.....		
AFTER DRAFT.....		
CORRECTION.....		
CORRECTED AFTER DRAFT.....		
PORT MIDBARGE DRAFT.....		
STBD. MIDBARGE DRAFT.....		
MEAN OF MIDBARGE DRAFT.....		
MEAN OF MEANS OF MEANS.....		
SALTWATER DISPLACEMENT.....		
TRIM.....		
TRIM CORRECTION.....		
DISPLACEMENT CORR'D FOR TRIM.....		
OBSERVED DENSITY.....		
DENSITY CORRECTION.....		
DISPLACEMENT CORR'D DENSITY.....		
CONSUMABLES.....		
TOTAL DISPLACEMENT.....		
DIFFERENCE DISPLM'T CARGO UNLOADED	SHORT/TONS	

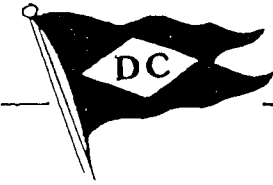
SHORT/TONS
POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR Puk Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190



Dixie Offshore Transportation Company *a Kirby Company*

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-548-3258

Invoice # O0207-03
Date 05-Feb-07
Customer # 1590

Transportation Surcharge

PFC 07-07 01/27/07



HO070005

Tons subject to transportation surcharge



@ PER N.T.



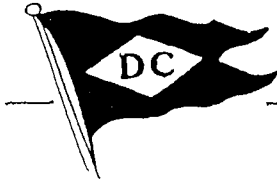
PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT:
ABA: #113-000-509

PLEASE REMIT

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PEF-07FL-001911



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Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # 00207-05
Date 15-Feb-07
Customer # 1590

IMT COAL MOVEMENT

PFC 08-07 02/01/07 [REDACTED] DO070006
PFC 09-07 02/03/07 [REDACTED] TH070006
PFC 10-07 02/06/07 [REDACTED] HO070007

TOTAL IMT TONS [REDACTED] @ [REDACTED] PER N.T. [REDACTED]

MOBILE COAL MOVEMENT

TOTAL MOBILE TONS [REDACTED] @ [REDACTED] PER N.T. [REDACTED]

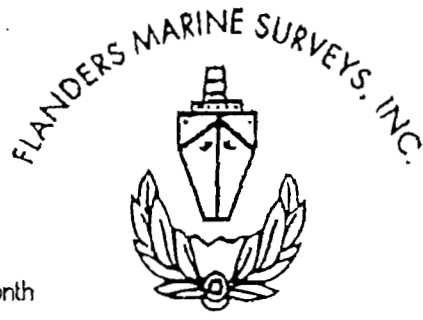
Transportation Surcharge

PFC 08-07 02/01/07 [REDACTED] DO070006
PFC 09-07 02/03/07 [REDACTED] TH070008
PFC 10-07 02/06/07 [REDACTED] HO070007

TOTAL SURCHARGE TONS [REDACTED] @ [REDACTED] PER N.T. [REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468
WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

PLEASE REMIT [REDACTED]



FL 2/01

VESSEL: Miss Dolt-o
2nd barge of the month
DATE: 02/06/07

PORT: Crystal River 8-07
Your order no. 117337
REPORT NO. 4895-07

CERTIFICATE OF WEIGHT - COAL UNLOADED D0070006

DATES.....	START 02/04/07 1930	FINISH 02/06/07 0320
FORWARD DRAFT.....		
CORRECTION.....		
CORRECTED FORWARD DRAFT.....		
AFTER DRAFT.....		
CORRECTION.....		
CORRECTED AFTER DRAFT.....		
PORT MIDBARGE DRAFT.....		
STBD. MIDBARGE DRAFT.....		
MEAN OF MIDBARGE DRAFT.....		
MEAN OF MEANS OF MEANS.....		
SALTWATER DISPLACEMENT.....		
TRIM.....		
TRIM CORRECTION.....		
DISPLACEMENT CORR'D FOR TRIM.....		
OBSERVED DENSITY.....		
DENSITY CORRECTION.....		
DISPLACEMENT CORR'D DENSITY.....		
CONSUMABLES.....		
TOTAL DISPLACEMENT.....		
DIFFERENCE DISPLM'T CARGO UNLOADED	SHORT/TONS	

POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



TEED
FL 2/3

VESSEL: AMY THOMPSON
3rd barge of the month
DATE: 02/07/07

PORT: Crystal River
Your order no. 177337 9-07
REPORT NO. 4897-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

TH070006

DATES.....

START
02/06/07 0605

FINISH
02/07/07 1620

FORWARD DRAFT.....
CORRECTION.....
CORRECTED FORWARD DRAFT.....

AFTER DRAFT.....
CORRECTION.....
CORRECTED AFTER DRAFT.....

PORT MIDBARGE DRAFT.....
STBD. MIDBARGE DRAFT.....
MEAN OF MIDBARGE DRAFT.....

MEAN OF MEANS OF MEANS.....

SALTWATER DISPLACEMENT.....

TRIM.....
TRIM CORRECTION.....

DISPLACEMENT CORR'D FOR TRIM.....

OBSERVED DENSITY.....
DENSITY CORRECTION.....

DISPLACEMENT CORR'D DENSITY.....
CONSUMABLES.....
TOTAL DISPLACEMENT.....

DIFFERENCE DISPLMT CARGO UNLOADED:



SHORT/TONS

POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR *Paul Flanders*

MARINE SURVEYORS AND CONSULTANTS

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E-mail: *fmis@bellport.com*



2/6-

VESSEL: LOUISE HOWLAND
5th barge of the month
DATE: 02/10/07

PORT: Crystal River
Your order no. 112337-10-07
REPORT NO. 4901-07

CERTIFICATE OF WEIGHT - COAL UNLOADED 10070007

DATES..... START 02/09/07 1850 FINISH 02/10/07 1630

FORWARD DRAFT.....
CORRECTION.....
CORRECTED FORWARD DRAFT.....

AFTER DRAFT.....
CORRECTION.....
CORRECTED AFTER DRAFT.....

PORT MIDBARGE DRAFT.....
STBD. MIDBARGE DRAFT.....
MEAN OF MIDBARGE DRAFT.....

MEAN OF MEANS OF MEANS.....

SALTWATER DISPLACEMENT.....

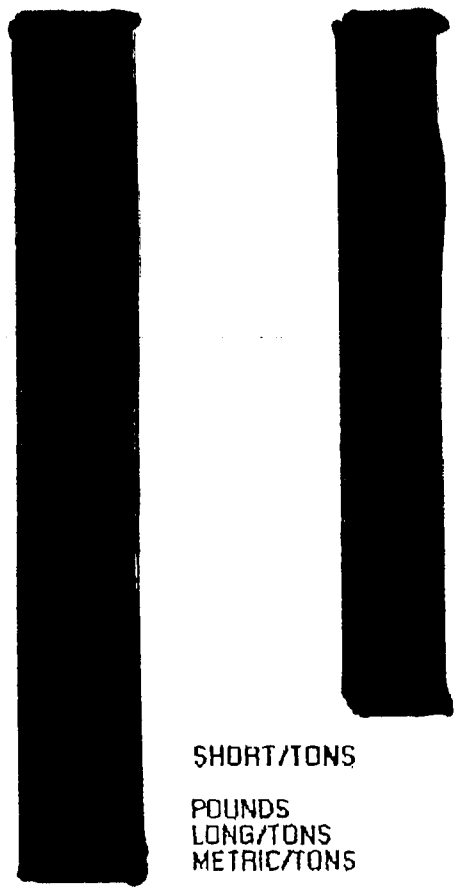
TRIM.....
TRIM CORRECTION.....

DISPLACEMENT CORR'D FOR TRIM.....

OBSERVED DENSITY.....
DENSITY CORRECTION.....

DISPLACEMENT CORR'D DENSITY.....
CONSUMABLES.....
TOTAL DISPLACEMENT.....

DIFFERENCE DISPLM'T CARGO UNLOADED



SHORT/TONS

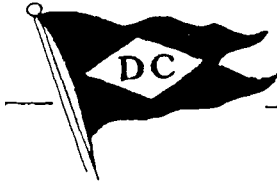
POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

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Fax: 919-546-3258

00207-06
15-Feb-07
1590

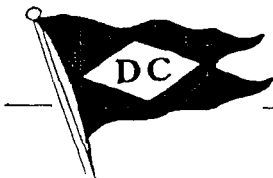
Table with 3 columns: DATE, DESCRIPTION, AMOUNT. Contains three entries for Feb-07, Feb-09, and Feb-09 regarding docking and undocking services at Rock Dock and Coal Dock.

PLEASE REFERENCE INVOICE NUMBER AND DCO AND REMIT AS FOLLOWS:
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HOUSTON, TX. 77216-0468
WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT:
ABA: #113-000-609

PLEASE REMIT

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PEF-07FL-001916



Dixie Offshore Transportation Company *a Kirby Company*

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410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

00207-14
28-Feb-07
1590

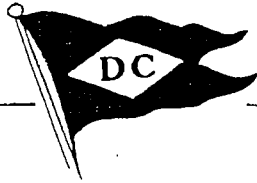
DATE	DESCRIPTION	AMOUNT
Feb-19	Assisted Docking at Coal Dock 1545-1640 Tug Baltimore @ [REDACTED]	[REDACTED]
Feb-20	Assisted Undocking at Coal Dock Assisted Docking at Rock Dock 2150-2340 Tug Baltimore @ [REDACTED]	[REDACTED]

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AND REMIT AS FOLLOWS:
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HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: [REDACTED]
ABA: #113-000-609

PLEASE REMIT [REDACTED]

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Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # O0207-12
Date 28-Feb-07
Customer # 1590

IMT COAL MOVEMENT

PFC 11-07 02/11/07
PFC 12-07 02/12/07
PFC 13-07 02/15/07
PFC 14-07 02/22/07
PFC 15-07 02/23/07



DO070008
TH070008
HO070009
DO070010
TH070010

TOTAL IMT TONS

@ [REDACTED] PER N.T.



MOBILE COAL MOVEMENT

TOTAL MOBILE TONS

0.00

@ [REDACTED] PER N.T.



Transportation Surcharge

PFC 11-07 02/11/07
PFC 12-07 02/12/07
PFC 13-07 02/15/07
PFC 14-07 02/22/07
PFC 15-07 02/23/07



DO070008
TH070008
HO070009
DO070010
TH070010

TOTAL SURCHARGE TONS

@ [REDACTED] PER N.T.



PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: [REDACTED]
ABA: #113-000-609

PLEASE REMIT



FLANDERS MARINE SURVEYS, INC.



00207-12

FL 2/11

VESSEL: Miss Dott-o
5th barge of the month
DATE: # # # # #

PORT: Crystal River
Your order no. 117337 11-07
REPORT NO 4903-07

CERTIFICATE OF WEIGHT - COAL UNLOADED 00070008

DATES-----	START 02/16/07 2030	FINISH 02/18/07 005E
FORWARD DRAFT-----		
CORRECTION-----		
CORRECTED FORWARD DRAFT-----		
AFTER DRAFT-----		
CORRECTION-----		
CORRECTED AFTER DRAFT-----		
PORT MIDBARGE DRAFT-----		
STBD. MIDBARGE DRAFT-----		
MEAN OF MIDBARGE DRAFT-----		
MEAN OF MEANS OF MEANS-----		
SALTWATER DISPLACEMENT-----		
TRIM-----		
TRIM CORRECTION-----		
DISPLACEMENT CORR'D FOR TRIM-----		
OBSERVED DENSITY-----		
DENSITY CORRECTION-----		
DISPLACEMENT CORR'D DENSITY-----		
CONSUMABLES-----		
TOTAL DISPLACEMENT-----		
DIFFERENCE DISPLM'T CARGO UNLOADED	SHORT/TONS	

POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR: Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

E-mail: fmsi1@bellsouth.net

PEF-07FL-001923



FL 2/12

VESSEL: AMY THOMPSON
 7th barge of the month
 DATE: 02/19/07

PORT: Crystal River
 Your order no. 117337
 REPORT NO 4905-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

T11070008

DATES.....	START 02/18/07 0310	FINISH 02/19/07 0930
FORWARD DRAFT.....		
CORRECTION.....		
CORRECTED FORWARD DRAFT.....		
AFTER DRAFT.....		
CORRECTION.....		
CORRECTED AFTER DRAFT.....		
PORT MIDBARGE DRAFT.....		
STBD. MIDBARGE DRAFT.....		
MEAN OF MIDBARGE DRAFT.....		
MEAN OF MEANS OF MEANS.....		
SALTWATER DISPLACEMENT.....		
TRIM.....		
TRIM CORRECTION.....		
DISPLACEMENT CORR'D FOR TRIM.....		
OBSERVED DENSITY.....		
DENSITY CORRECTION.....		
DISPLACEMENT CORR'D DENSITY.....		
CONSUMABLES.....		
TOTAL DISPLACEMENT.....		
DIFFERENCE DISPLM'T CARGO UNLOADED:	SHORT/TONS	

POUNDS
 LONG/TONS
 METRIC/TONS

SURVEYOR Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
 Ingalls, FL 34449
 Telephone (352) 447-3044

Fax (352) 447-3044
 Cell (352) 302-2189
 Cell (352) 302-2190

E-mail: fmsi1@bellsouth.net

PEF-07FL-001924

FLANDERS MARINE SURVEYS, INC.



FU 2/15

VESSEL: LOUISE HOWLAND
9th barge of the month
DATE: 02/22/07

PORT: Crystal River
Your order no. 117337
REPORT NO. 4909-07

13-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

170070009

DATE:

START
02/21/07 0505

FINISH
02/22/07 0648

FORWARD DRAFT
CORRECTION
CORRECTED FORWARD DRAFT

AFTER DRAFT
CORRECTION
CORRECTED AFTER DRAFT

PORT MIDBARGE DRAFT
STBD. MIDBARGE DRAFT
MEAN OF MIDBARGE DRAFT

MEAN OF MEANS OF MEANS

SALTWATER DISPLACEMENT

TRIM
TRIM CORRECTION

DISPLACEMENT CORR'D FOR TRIM

OBSERVED DENSITY
DENSITY CORRECTION

DISPLACEMENT CORR'D DENSITY
CONSUMABLES
TOTAL DISPLACEMENT

DIFFERENCE DISPLMT CARGO UNLOADED

SHORT/TONS

POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR: *Paul Flanders*

MARINE SURVEYORS AND CONSULTANTS

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Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

E-mail: fmsi1@bellsouth.net

PEF-07FL-001925



FL 2/22

VESSEL: Miss Dott-o
10 barge of the month
DATE: #####

PORT: Crystal River 14-07
Your order no. 117337
REPORT NO. 4911-07

CERTIFICATE OF WEIGHT - COAL UNLOADED D0070000

DATES.....	START 2/24/07 1535	FINISH 2/25/07 1325
FORWARD DRAFT.....	[REDACTED]	[REDACTED]
CORRECTION.....		
CORRECTED FORWARD DRAFT.....		
AFTER DRAFT.....		
CORRECTION.....		
CORRECTED AFTER DRAFT.....		
PORT MIDBARGE DRAFT.....		
STBD. MIDBARGE DRAFT.....		
MEAN OF MIDBARGE DRAFT.....		
MEAN OF MEANS OF MEANS.....		
SALTWATER DISPLACEMENT.....		
TRIM.....		
TRIM CORRECTION.....		
DISPLACEMENT CORR'D FOR TRIM.....		
OBSERVED DENSITY.....		
DENSITY CORRECTION.....		
DISPLACEMENT CORR'D DENSITY.....		
CONSUMABLES.....		
TOTAL DISPLACEMENT.....		
DIFFERENCE DISPLM'T CARGO UNLOADED	SHORT/TONS	

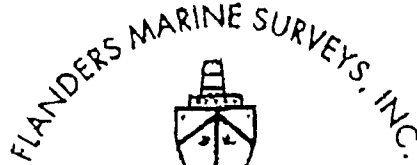
POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR *[Signature]*

MARINE SURVEYORS AND CONSULTANTS

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Inglis, FL 34449
Telephone (352) 447-3044

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190



FL 2/23

VESSEL: AMY THOMPSON
11th barge of the month
DATE: 02/26/07

PORT: Crystal River
Your order no. 117337
REPORT NO. 4913-07

CERTIFICATE OF WEIGHT - COAL UNLOADED TH070010

DATES..... START 02/25/07 1525 FINISH 02/26/07 1820

FORWARD DRAFT.....
CORRECTION.....
CORRECTED FORWARD DRAFT.....

AFTER DRAFT.....
CORRECTION.....
CORRECTED AFTER DRAFT.....

PORT MIDBARGE DRAFT.....
STBD. MIDBARGE DRAFT.....
MEAN OF MIDBARGE DRAFT.....

MEAN OF MEANS OF MEANS.....

SALTWATER DISPLACEMENT.....

TRIM.....
TRIM CORRECTION.....

DISPLACEMENT CORR'D FOR TRIM.....

OBSERVED DENSITY.....
DENSITY CORRECTION.....

DISPLACEMENT CORR'D DENSITY.....
CONSUMABLES.....
TOTAL DISPLACEMENT.....

DIFFERENCE DISPLM'T CARGO UNLOADED:

SHORT/TONS

POUNDS
LONG/TONS
METRIC/TONS

SURVEYOR Rick Flanders

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
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WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

Invoice # O0307-01
Date 05-Mar-07
Customer # 1590

IMT COAL MOVEMENT

PFC 16-07 02/26/07 [REDACTED] HO070011

TOTAL IMT TONS [REDACTED] @ [REDACTED] PER N.T. [REDACTED]

MOBILE COAL MOVEMENT

TOTAL MOBILE TONS [REDACTED] @ [REDACTED] PER N.T. [REDACTED]

Transportation Surcharge

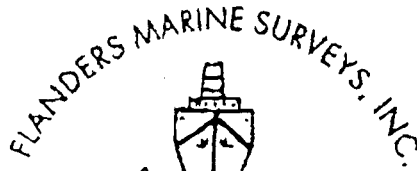
PFC 16-07 02/26/07 [REDACTED] HO070011

TOTAL SURCHARGE TONS [REDACTED] @ [REDACTED] PER N.T. [REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

PLEASE REMIT [REDACTED]



VESSEL: LOUISE HOWLAND
2nd barge of the month
DATE: 03/03/07

PORT: Crystal River 16-07
Your order no. 117337
REPORT NO: 4916-07

CERTIFICATE OF WEIGHT - COAL UNLOADED

H2070011

DATES.....

START
03/02/07 0510

FINISH
03/03/07 1130

FORWARD DRAFT.....
CORRECTION.....
CORRECTED FORWARD DRAFT.....

AFTER DRAFT.....
CORRECTION.....
CORRECTED AFTER DRAFT.....

PORT MIDBARGE DRAFT.....
STBD. MIDBARGE DRAFT.....
MEAN OF MIDBARGE DRAFT.....

MEAN OF MEANS OF MEANS.....

SALTWATER DISPLACEMENT.....

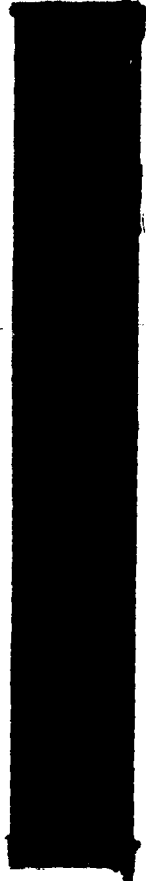
TRIM.....
TRIM CORRECTION.....

DISPLACEMENT CORR'D FOR TRIM.....

OBSERVED DENSITY.....
DENSITY CORRECTION.....

DISPLACEMENT CORR'D DENSITY.....
CONSUMABLES.....
TOTAL DISPLACEMENT.....

DIFFERENCE DISPLM'T CARGO UNLOADED



SHORT/TONS

POUNDS
LONG/TONS
METRIC/TONS

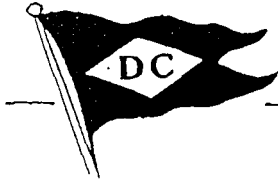
SURVEYOR Paul Flanders

MARINE SURVEYORS AND CONSULTANTS

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410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

00307-05
15-Mar-07
1590

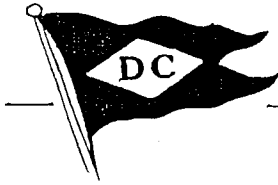
EM - 4/26
State file

DATE	DESCRIPTION	AMOUNT
Mar-02	Assisted Docking at Coal Dock 0255-0318 Tug Baltimore @ [REDACTED] 0	[REDACTED]
Mar-02	Assisted Undocking at Coal Dock Assisted Docking at Rock Dock 0420-0510 Tug Baltimore @ [REDACTED]	[REDACTED]
Mar-08	Assisted Docking at Coal Dock 0310-0625 Tug Baltimore @ [REDACTED]	[REDACTED]
Mar-10	Assisted Undocking from Coal Dock 0350-0550 Tug Baltimore @ [REDACTED]	[REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

333 W.P.A. Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880 [REDACTED]
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PEF-07FL-001930



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

O0307-08
30-Mar-07
1590

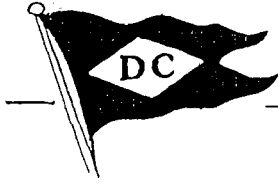
Emt 1/28
CW-313
2145 318

DATE	DESCRIPTION	AMOUNT
Jan-29 Jan-30 not previously billed	Assisted Docking at Coal Dock 2215-0025 Tug Baltimore @ [REDACTED]	[REDACTED]
Mar-16	Assisted Docking at Coal Dock 1420-1630 Tug Baltimore @ [REDACTED]	[REDACTED]
Mar-19	Assisted Undocking at Coal Dock 0425-0710 Tug Baltimore @ [REDACTED]	[REDACTED]
Mar-24	Assisted Docking at Coal Dock 0540-0755 Tug Baltimore @ [REDACTED]	[REDACTED]
Mar-25	Assisted Undocking at Coal Dock 1005-1250 Tug Baltimore @ [REDACTED]	[REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: # [REDACTED]
ABA: #113-000-609

PLEASE REMIT [REDACTED]
333 W.P.A. Road • Belle Chasse, LA 70037 • P.O. Box 880, Harvey, LA 70059-0880 *****
504/392-7800 • Toll Free: 800/762-4716 • Facsimile: 504/391-2295



Dixie Offshore Transportation Company a Kirby Company

WHERE QUALITY MAKES THE DIFFERENCE

PROGRESS ENERGY (FLORIDA)
Attention: Regulated Back Office
410 South Wilmington St.
Mail Stop PEB 10A
Raleigh, NC. 27601
Fax: 919-546-3258

00307-02
05-Mar-07
1590

DATE	DESCRIPTION	AMOUNT
Feb-28	Assisted Docking at Coal Dock 2205-2300 Tug Baltimore @ [REDACTED]	[REDACTED]

PLEASE REFERENCE INVOICE NUMBER AND DCO
AND REMIT AS FOLLOWS:
P.O. BOX 200468
HOUSTON, TX. 77216-0468

WIRE TRANSFER INSTRUCTIONS:
CHASE OF TEXAS
ACCOUNT: [REDACTED]
ABA: #113-000-609

PEF-07FL-001940

PLEASE REMIT [REDACTED]

perform the duties, obligations and responsibilities with respect thereto shall be an absolute promise to pay and discharge the same under any and all circumstances; and (c) Transferee shall be deemed to be the "Lessee" under the Lease.

3. Lease; Remaining Rentals. Transferee agrees that the Lease, a copy of which is attached as Exhibit A, constitutes the entire agreement between Transferee and Lessor with respect to the lease of the Cars. Transferee also agrees that as of the Effective Date, there are [REDACTED] payments of rent including that of [REDACTED], each in the amount of [REDACTED] per Car per month remaining to be paid under Schedule No. 13 as amended.

4. Release of Transferor Representations, Warranties and Indemnities Survive. From and after the Effective Date, Transferor shall have no further rights or obligations with respect to the Lease or the cars leased pursuant thereto; provided, however, that notwithstanding anything to the contrary contained herein, Transferor shall remain liable for its representations, warranties and indemnities under the Lease and for any and all liabilities arising out of or related to events occurring prior to the Effective Date to the same extent as if this Agreement had never been entered into, notwithstanding that payment or performance of such liabilities may become due and owing after the Effective Date. In any event, such representations, warranties and indemnities of Transferor all survive the execution of this Agreement and the assignment to, and assumption by, Transferee of the rights and obligations of the "Lessee" under the Lease.

5. Representations and Warranties. In order to induce Lessor to consent to this Agreement, Transferee hereby represents and warrants to Lessor as follows:

- (a) Transferee is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida;
- (b) Transferee has full power, authority and legal right to execute, deliver and perform this Agreement and to perform its obligations under the Lease;
- (c) this Agreement has been duly authorized, executed and delivered by Transferee and constitutes a legal, valid and binding obligation of Transferee enforceable in accordance with its terms; and
- (d) Transferee has received a copy of the Lease from Transferor and is familiar with the terms thereof.

SCHEDULE NO. 13
To
MASTER CAR LEASE AGREEMENT
Dated as of May 28, 1998
Between
FLEX LEASING CORPORATION, as Lessor
and
CSX TRANSPORTATION, INC., as Lessee

LEASE NO. 003

This Schedule is entered into between FLEX LEASING I, LLC as assignee of FLEX LEASING CORPORATION ("Lessor") and CSX TRANSPORTATION, INC., as Lessee pursuant to Section 1 of the lease described in the caption hereof ("Lease"). The undersigned Lessor and Lessee hereby acknowledge and agree that this Schedule shall incorporate all provisions of the Lease as to the Cars covered hereunder and that the following is a description of such Cars, the Term and Rent for such Cars, and the lading to be used therein. Where the terms herein conflict with the Lease, the provisions of this Schedule shall modify such Lease terms as to the Cars subject hereto.

1. RENT

Monthly Rent Charge Per Car: [REDACTED] payable monthly in advance on the first day of each month.

2. QUANTITY:

TYPE OF CAR:

CAR NUMBER(S):

[REDACTED]
4,200 c.f. aluminum
bottom discharge coal hopper

FLCX 98000 Series

3. LADING:

Lessee will use the Cars only for loading bituminous and sub-bituminous coal. Lessee represents that such lading is a non-corrosive, non-placarded commodity.

4. TERM:

Commences for each Car on this Schedule upon January 1, 2004, and expires for all the Cars on December 31, 2004 ("Termination Date") unless earlier terminated pursuant to the terms of the lease or this Schedule.

Schedule to Master Lease
Operating Lease
9/28/98

SCHEDULE NO. 13
To
MASTER CAR LEASE AGREEMENT
Dated as of May 28, 1998
Between
FLEX LEASING CORPORATION, as Lessor
and
CSX TRANSPORTATION, INC., as Lessee

LEASE NO. 003

This Schedule is entered into between FLEX LEASING I, LLC as assignee of FLEX LEASING CORPORATION ("Lessor") and CSX TRANSPORTATION, INC., as Lessee pursuant to Section 1 of the lease described in the caption hereof ("Lease"). The undersigned Lessor and Lessee hereby acknowledge and agree that this Schedule shall incorporate all provisions of the Lease as to the Cars covered hereunder and that the following is a description of such Cars, the Term and Rent for such Cars, and the lading to be used therein. Where the terms herein conflict with the Lease, the provisions of this Schedule shall modify such Lease terms as to the Cars subject hereto.

1. RENT

Monthly Rent Charge Per Car: [REDACTED]
monthly in advance on the first day of each month.

<u>QUANTITY:</u>	<u>TYPE OF CAR:</u>	<u>CAR NUMBER(S):</u>
[REDACTED]	4,200 c.f. aluminum bottom discharge coal hopper	FLCX 98000 Series

3. LADING:

Lessee will use the Cars only for loading bituminous and sub-bituminous coal.
Lessee represents that such lading is a non-corrosive, non-placarded commodity.

4. TERM:

Commences for each Car on this Schedule upon January 1, 2004, and expires for all the Cars on December 31, 2004 ("Termination Date") unless earlier terminated pursuant to the terms of the lease or this Schedule.

Schedule to Master Lease
Operating Lease
9/28/98

AMENDMENT No. 1 TO SCHEDULE NUMBER 13 TO THE
MASTER CAR LEASE AGREEMENT DATED MAY 28, 1998
BETWEEN FLEX LEASING CORPORATION AND
CSX TRANSPORTATION, INC.

This Amendment No. 1 shall apply to Schedule No. 13 ("Schedule") to that certain Master Car Lease Agreement, Lease No. C-003 dated May 28, 1998, by and between FLEX LEASING I, LLC, a Delaware limited liability company (assignee of FLEX LEASING CORPORATION, a Delaware corporation) ("Lessor"), and CSX TRANSPORTATION INC., a Virginia corporation ("Lessee"). The Schedule covers ninety-four 4,200 c.f. aluminum bottom discharge coal hopper cars (the "Cars."). Where the terms herein conflict with the Lease or the Schedule, the provisions of this Amendment shall modify such terms as to the Cars subject hereto.

Lessee and Lessor agree to amend the Schedule as follows:

1. Effective [REDACTED]
2. Section 4(a) of the Schedule is hereby amended by extending the Term of this Schedule No. 13 through [REDACTED]
3. Section 6.a. is hereby deleted and replaced with the following provision:

Lessee shall return the Cars to a Lessor designated point on Lessee's lines.

4. The following provision is added to the Schedule as Section 6.d.:

Transportation Expenses. Expenses associated with returning the Cars to the return location at lease termination shall be for Lessee's account.

4. The following provision is added to the end of Section 8.a.:

Notwithstanding anything to the contrary contained herein, Lessee shall, at its expense, perform in a timely manner maintenance for (i) bottom doors and door hardware, (ii) excessively bowed ends and sides, and (iii) broken corner connections.

5. The following provision is added to the end of Section 8.e. of the Schedule:

Disposal and labor charges will be assessed against Lessee for the removal of excessive commodity.

Executed and delivered as of January 1, 2005, as Amendment No. 1 to Schedule No. 13.

LESSOR:
FLEX LEASING I, LLC

BY: Joseph F. Markowski

LESSEE:
CSX TRANSPORTATION, INC.

BY: Julia Floyd

PEF-07FL-001963

SCHEDULE NO. 13
To
MASTER CAR LEASE AGREEMENT
Dated as of May 28, 1998
Between
FLEX LEASING CORPORATION, as Lessor
and
CSX TRANSPORTATION, INC., as Lessee

LEASE NO. 003

This Schedule is entered into between FLEX LEASING I, LLC as assignee of FLEX LEASING CORPORATION ("Lessor") and CSX TRANSPORTATION, INC., as Lessee pursuant to Section 1 of the lease described in the caption hereof ("Lease"). The undersigned Lessor and Lessee hereby acknowledge and agree that this Schedule shall incorporate all provisions of the Lease as to the Cars covered hereunder and that the following is a description of such Cars, the Term and Rent for such Cars, and the lading to be used therein. Where the terms herein conflict with the Lease, the provisions of this Schedule shall modify such Lease terms as to the Cars subject hereto.

1. RENT

Monthly Rent Charge Per Car: [REDACTED]
monthly in advance on the first day of each month.

2. QUANTITY:

[REDACTED]

TYPE OF CAR:

4,200 c.f. aluminum
bottom discharge coal hopper

CAR NUMBER(S):

FLCX 98000 Series

3. LADING:

Lessee will use the Cars only for loading bituminous and sub-bituminous coal.
Lessee represents that such lading is a non-corrosive, non-placarded commodity.

4. TERM:

Commences for each Car on this Schedule upon January 1, 2004, and expires for all the Cars on December 31, 2004 ("Termination Date") unless earlier terminated pursuant to the terms of the lease or this Schedule.

Schedule to Master Lease
Operating Lease
9/28/98

AMENDMENT No. 1 TO SCHEDULE NUMBER 13 TO THE
MASTER CAR LEASE AGREEMENT DATED MAY 28, 1998
BETWEEN FLEX LEASING CORPORATION AND
CSX TRANSPORTATION, INC.

This Amendment No. 1 shall apply to Schedule No. 13 ("Schedule") to that certain Master Car Lease Agreement, Lease No. C-003 dated May 28, 1998, by and between FLEX LEASING I, LLC, a Delaware limited liability company (assignee of FLEX LEASING CORPORATION, a Delaware corporation) ("Lessor"), and CSX TRANSPORTATION INC., a Virginia corporation ("Lessee"). The Schedule covers ninety-four 4,200 c.f. aluminum bottom discharge coal hopper cars (the "Cars."). Where the terms herein conflict with the Lease or the Schedule, the provisions of this Amendment shall modify such terms as to the Cars subject hereto.

Lessee and Lessor agree to amend the Schedule as follows:

1. Effective January 1, 2005, the monthly lease rate is [REDACTED]
2. Section 4(a) of the Schedule is hereby amended by extending the Term of this Schedule No. 13 through [REDACTED]
3. Section 6.a. is hereby deleted and replaced with the following provision:

Lessee shall return the Cars to a Lessor designated point on Lessee's lines.

4. The following provision is added to the Schedule as Section 6.d.:

Transportation Expenses. Expenses associated with returning the Cars to the return location at lease termination shall be for Lessee's account.

4. The following provision is added to the end of Section 8.a.:

Notwithstanding anything to the contrary contained herein, Lessee shall, at its expense, perform in a timely manner maintenance for (i) bottom doors and door hardware, (ii) excessively bowed ends and sides, and (iii) broken corner connections.

5. The following provision is added to the end of Section 8.e. of the Schedule:

Disposal and labor charges will be assessed against Lessee for the removal of excessive commodity.

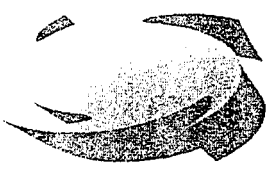
Executed and delivered as of January 1, 2005, as Amendment No. 1 to Schedule No. 13.

LESSOR:
FLEX LEASING I, LLC

BY: Joseph F. Montross

LESSEE:
CSX TRANSPORTATION, INC.

BY: Julia Floyd



RENT INVOICE

FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

B
I Progress Fuels Corporation
L Attention: Regulated Back Office
L 410 S. Wilmington Street
PEB 10A
T Raleigh, NC 27601 US
O

Invoice No: 83253
Invoice Date: 02/06/2007
Due Date: Upon Receipt
Service Period: 01/01/2007 - 01/31/2007

	AMOUNT DUE
PFC01001 Interim Rent 22 car(s) at [REDACTED] for period 01/01/2007 - 01/31/2007	[REDACTED]

For Wires: U. S. Bank Trust, N.A., St. Paul, MN
Account No.: [REDACTED]
ABA Number: 091000022
Reference #: 121174-200
Attention: BTM/Flex Leasing I
Please reference invoice # 83253 with payment

Total Amount Due:

OK
2/6/07

For payment Flex Leasing I, LLC.
by check: SDS 12-2315
P. O. Box 86
Minneapolis, MN 55486-2315
Please reference invoice # 83253 with payment

PEF-07FL-001978

Please direct all inquiries concerning this invoice to: Michael Berkowitz at (312)906-5702
or: Michael Berkowitz at (312)906-5702

Please send correspondence to: The CIT Group/Capital Finance, Inc. * CIT Rail Resources * 10 South LaSalle Street * Suite 2200 * Chicago, IL 60603



RENT INVOICE

FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

B
I Progress Fuels Corporation
L Attention: Regulated Back Office
L 410 S. Wilmington Street
PEB 10A
T Raleigh, NC 27601 US
O

Invoice No: 84022
Invoice Date: 02/06/2007
Due Date: 03/01/2007
Service Period: 03/01/2007 - 03/31/2007

	AMOUNT DUE
PFC02001 Base Rent 94 car(s) at [REDACTED] for period 03/01/2007 - 03/31/2007	[REDACTED]

For Wires: U. S. Bank Trust, N.A., St. Paul, MN
Account No.: [REDACTED]
ABA Number: 091000022
Reference #: 121174-200
Attention: BTM/Flex Leasing I
Please reference invoice # 84022 with payment

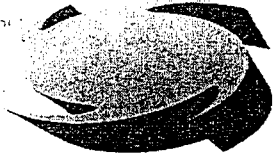
Total Amount Due: [REDACTED]

For payment Flex Leasing I, LLC.
by check: SDS 12-2315
P. O. Box 86
Minneapolis, MN 55486-2315
Please reference invoice # 84022 with payment

CR 132 [REDACTED]
CR 435 [REDACTED]
De Stange
2/10/07

PEF-07FL-001979

Please direct all inquiries concerning this invoice to: Michael Berkowitz at (312)906-5702
or: Michael Berkowitz at (312)906-5702




MAINTENANCE REBILL INVOICE

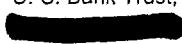
FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

B
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Progress Fuels Corporation
Attention: Regulated Back Office
410 S. Wilmington Street
PEB 10A
Raleigh, NC 27601 US





Invoice No: 82111
Invoice Date: 01/30/2007
Due Date: Upon Receipt
Service Period: 08/01/2006 - 08/31/2006

Reference Number: R0608 139	AMOUNT DUE
PFC01001 Maintenance Bills Maintenance Rebill for Account Period: 8/2006 (Car: FLCX 202)	

For Wires: U. S. Bank Trust, N.A., St. Paul, MN
 Account No.: 
 ABA Number: 091000022
 Reference #: 121174-200
 Attention: BTM/Flex Leasing I
 Please reference invoice # 82111 with payment

For payment Flex Leasing I, LLC.
 by check: SDS 12-2315
 P. O. Box 86
 Minneapolis, MN 55486-2315
 Please reference invoice # 82111 with payment

Total Amount Due: 

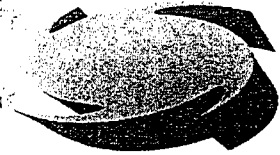
CR42-  
 CR45-  

OK Spayl
2/8/07

PEF-07FL-001980

Please direct all inquiries concerning this invoice to: Patrick Fiege at (312)906-5715

Please send correspondence to: The CIT Group/Capital Finance, Inc. * CIT Rail Resources * 10 South LaSalle Street * Suite 2200 * Chicago, IL 60603



MAINTENANCE REBILL INVOICE

FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

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Progress Fuels Corporation
Attention: Regulated Back Office
410 S. Wilmington Street
PEB 10A
Raleigh, NC 27601 US

Invoice No: 83135
Invoice Date: 02/02/2007
Due Date: Upon Receipt
Service Period: 08/01/2006 - 08/31/2006

Reference Number: R0608 142	AMOUNT DUE
PFC02001 Maintenance Bills Maintenance Rebill for Account Period: 8/2006 (Car: FLCX 98246)	[REDACTED]

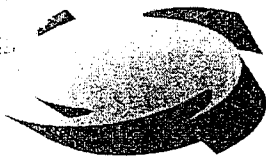
For Wires: U. S. Bank Trust, N.A., St. Paul, MN
Account No.: [REDACTED]
ABA Number: 091000022
Reference #: 121174-200
Attention: BTM/Flex Leasing I
Please reference invoice # 83135 with payment

Total Amount Due: [REDACTED]

For payment Flex Leasing I, LLC.
by check: SDS 12-2315
P. O. Box 86
Minneapolis, MN 55486-2315
Please reference invoice # 83135 with payment

CR 142 - [REDACTED]
CR 1425 - [REDACTED]
OK J. Boyd
2/8/07
PEF-07FL-001981

Please direct all inquiries concerning this invoice to: Patrick Fiege at (312)906-5715
Please send correspondence to: The CIT Group/Capital Finance, Inc. * CIT Rail Resources * 10 South LaSalle Street * Suite 2200 * Chicago, IL 60603



RENT INVOICE

FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

B
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Progress Fuels Corporation
Attention: Regulated Back Office
410 S. Wilmington Street
PEB 10A
Raleigh, NC 27601 US

Invoice No: 80994
Invoice Date: 01/04/2007
Due Date: 02/01/2007
Service Period: 02/01/2007 - 02/28/2007

	AMOUNT DUE
PFC02001 Base Rent 94 car(s) at [REDACTED] for period 02/01/2007 - 02/28/2007	[REDACTED]

CR 142 - [REDACTED]
CR 445 - [REDACTED]

For Wires: U. S. Bank Trust, N.A., St. Paul, MN
 Account No.: [REDACTED]
 ABA Number: 091000022
 Reference #: 121174-200
 Attention: BTM/Flex Leasing I
 Please reference invoice # 80994 with payment

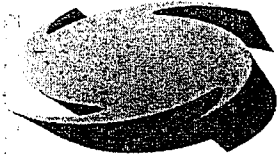
For payment Flex Leasing I, LLC.
 by check: SDS 12-2315
 P. O. Box 86
 Minneapolis, MN 55486-2315
 Please reference invoice # 80994 with payment

Total Amount Due: [REDACTED]

OK J. Boyd
1/16/07

PEF-07FL-001982

Please direct all inquiries concerning this invoice to: Michael Berkowitz at (312)906-5702
or: Michael Berkowitz at (312)906-5702



MAINTENANCE REBILL INVOICE

FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

Progress Fuels Corporation
Attention: Regulated Back Office
410 S. Wilmington Street
PEB 10A
Raleigh, NC 27601 US

Invoice No: 79833
Invoice Date: 12/18/2006
Due Date: Upon Receipt
Service Period: 06/01/2006 - 06/30/2006

Reference Number: R0606 074	AMOUNT DUE
PFC02001 Maintenance Bills Maintenance Rebill for Account Period: 6/2006 (Please see attachment for detailed list of cars)	[REDACTED]

For Wires: U. S. Bank Trust, N.A., St. Paul, MN
 Account No.: [REDACTED]
 ABA Number: 091000022
 Reference #: 121174-200
 Attention: BTM/Flex Leasing I
 Please reference invoice # 79833 with payment

For payment Flex Leasing I, LLC.
 by check: SDS 12-2315
 P. O. Box 86
 Minneapolis, MN 55486-2315
 Please reference invoice # 79833 with payment

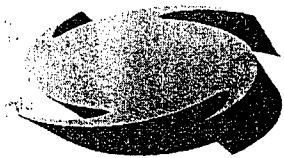
Total Amount Due: [REDACTED]

OK Spang 1/2/07

PEF-07FL-001983

Please direct all inquiries concerning this invoice to: Patrick Fiege at (312)223-9939

Please send correspondence to: The CIT Group/Capital Finance, Inc. * CIT Rail Resources * 10 South LaSalle Street * Suite 2200 * Chicago, IL 60603



MAINTENANCE REBILL INVOICE

FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

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Progress Fuels Corporation
Attention: Regulated Back Office
410 S. Wilmington Street
PEB 10A
Raleigh, NC 27601 US

Invoice No: 79832
Invoice Date: 12/18/2006
Due Date: Upon Receipt
Service Period: 06/01/2006 - 06/30/2006

Reference Number: R0606 073	AMOUNT DUE
PFC01001 Maintenance Bills Maintenance Rebill for Account Period: 6/2006 (Please see attachment for detailed list of cars)	[REDACTED]

For Wires: U. S. Bank Trust, N.A., St. Paul, MN
 Account No.: [REDACTED]
 ABA Number: 091000022
 Reference #: 121174-200
 Attention: BTM/Flex Leasing I
 Please reference invoice # 79832 with payment

For payment Flex Leasing I, LLC.
 by check: SDS 12-2315
 P. O. Box 86
 Minneapolis, MN 55486-2315
 Please reference invoice # 79832 with payment

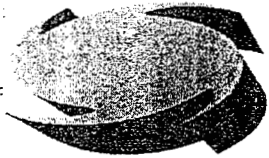
Total Amount Due: [REDACTED]

CR 11-2 - [REDACTED] ✓ OK SBOP
 CR 10-1 - [REDACTED] 1/2/07

PEF-07FL-001984

Please direct all inquiries concerning this invoice to: Patrick Fiege at (312)223-9939

Please send correspondence to: The CIT Group/Capital Finance, Inc. * CIT Rail Resources * 10 South LaSalle Street * Suite 2200 * Chicago, IL 60603



RENT INVOICE

FLEX LEASING I, LLC
10 SOUTH LASALLE STREET SUITE 2200
CHICAGO, IL 60603
USA

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Progress Fuels Corporation
Attention: Regulated Back Office
410 S. Wilmington Street
PEB 10A
Raleigh, NC 27601 US

Invoice No: 79120
Invoice Date: 12/05/2006
Due Date: 01/01/2007
Service Period: 01/01/2007 - 01/31/2007

	AMOUNT DUE
PFC02001 Base Rent 94 car(s) a [REDACTED] for period 01/01/2007 - 01/31/2007	[REDACTED]

For Wires: U. S. Bank Trust, N.A., St. Paul, MN
 Account No.: [REDACTED]
 ABA Number: 091000022
 Reference #: 121174-200
 Attention: BTM/Flex Leasing I
 Please reference invoice # 79120 with payment

For payment Flex Leasing I, LLC.
 by check: SDS 12-2315
 P. O. Box 86
 Minneapolis, MN 55486-2315
 Please reference invoice # 79120 with payment

Total Amount Due: [REDACTED]

CD152 - [REDACTED]
 CR443 - [REDACTED]

OK about 1/2/07

PEF-07FL-001985

Please direct all inquiries concerning this invoice to: Michael Berkowitz at (312)223-9938
or: Michael Berkowitz at (312)223-9938

Please send correspondence to: The CIT Group/Capital Finance, Inc. * CIT Rail Resources * 10 South LaSalle Street * Suite 2200 * Chicago, IL 60603

CAR SERVICE AGREEMENT SUPPLEMENT NO. 1
(PEF Statutory Trust 2006-1)

This CAR SERVICE AGREEMENT SUPPLEMENT NO. 1, dated September 7, 2006 (this "*Service Agreement Supplement*"), is entered into between PEF STATUTORY TRUST 2006-1, acting through U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee under the Declaration of Statutory Trust (PEF Statutory Trust 2006-1) dated as of August 9, 2006 that creates the trust identified under the title hereof, and FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida corporation.

A. Lessor and Lessee have heretofore entered into the Service Agreement to which this Service Agreement Supplement is a supplement.

B. The Service Agreement provides for the execution and delivery of a Service Agreement Supplement for the purposes and upon the terms and conditions set forth in Sections 2(b) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Service Agreement, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule A to the Participation Agreement (PEF Statutory Trust 2006-1) dated as of August 11, 2006 among U.S. Bank Trust National Association, not in its individual capacity but as owner trustee under the Trust Agreement that creates the trust identified under the title thereof, and others, as such Schedule A existed on the Closing Date and as such Schedule A shall have been amended to and including the date hereof, which Schedule A shall for all purposes constitute a part of this Service Agreement Supplement.

2. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Items described in Schedule I hereto, which shall hereafter constitute a part of the Equipment and be subject to the Service Agreement (in accordance with Section 2(a) thereof).

3. Lessee has had an opportunity to inspect, and has inspected and approved, each Item described in Schedule I hereto. Lessee hereby confirms acceptance of each Item for purposes of the Service Agreement.

4. Lessor has received from Seller a Bill of Sale for each Item described in Schedule I hereto, such Bill of Sale evidencing the transfer of title to each such Item from Seller to Lessor.

5. The Basic Term Commencement Date for each Item described in Schedule I hereto is September 7, 2006.

6. The Basic Term Expiration Date for each Item described in Schedule I hereto is



7. The Equipment Cost of each Item is set forth in Schedule I hereto.

SCHEDULE I
to
CAR SERVICE AGREEMENT SUPPLEMENT NO. 1

(September 7, 2006)

1. The Items consist of 105 aluminum rapid discharge hopper railcars, each newly manufactured by Seller, with electro-pneumatically controlled hopper doors and having a capacity of 286,000 pounds gross weight on rail, as more particularly described on Schedule A hereto.
2. The aggregate Equipment Cost for the Items is [REDACTED]
3. The Basic Rent Factor, Termination Value and Stipulated Loss Value are set forth on Annex A and Annex B hereto.
4. The Basic Term Commencement Date is [REDACTED]
5. The allocation of Basic Resent is set forth on Annex C hereto.

CAR SERVICE AGREEMENT SUPPLEMENT NO. 2
(PEF Statutory Trust 2006-1)

This CAR SERVICE AGREEMENT SUPPLEMENT NO 2, dated September 26, 2006 (this "Service Agreement Supplement"), is entered into between PEF STATUTORY TRUST 2006-1, acting through U S Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee under the Declaration of Statutory Trust (PEF Statutory Trust 2006-1) dated as of August 9, 2006 that creates the trust identified under the title hereof, and FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC , a Florida corporation.

A Lessor and Lessee have heretofore entered into the Service Agreement to which this Service Agreement Supplement is a supplement

B The Service Agreement provides for the execution and delivery of a Service Agreement Supplement for the purposes and upon the terms and conditions set forth in Sections 2(b) thereof

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Service Agreement, the parties hereto agree as follows:

1 Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule A to the Participation Agreement (PEF Statutory Trust 2006-1) dated as of August 11, 2006 among U S Bank Trust National Association, not in its individual capacity but as owner trustee under the Trust Agreement that creates the trust identified under the title thereof, and others, as such Schedule A existed on the Closing Date and as such Schedule A shall have been amended to and including the date hereof, which Schedule A shall for all purposes constitute a part of this Service Agreement Supplement.

2 Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Items described in Schedule I hereto, which shall hereafter constitute a part of the Equipment and be subject to the Service Agreement (in accordance with Section 2(a) thereof)

3. Lessee has had an opportunity to inspect, and has inspected and approved, each Item described in Schedule I hereto Lessee hereby confirms acceptance of each Item for purposes of the Service Agreement

4. Lessor has received from Seller a Bill of Sale for each Item described in Schedule I hereto, such Bill of Sale evidencing the transfer of title to each such Item from Seller to Lessor.

5 The Basic Term Commencement Date for each Item described in Schedule I hereto is September 26, 2006

6 The Basic Term Expiration Date for each Item described in Schedule I hereto is

[REDACTED]

7 The Equipment Cost of each Item is set forth in Schedule I hereto


SCHEDULE I
to
CAR SERVICE AGREEMENT SUPPLEMENT NO. 2

(September 26, 2006)

1. The Items consist of 105 aluminum rapid discharge hopper railcars, each newly manufactured by Seller, with electro-pneumatically controlled hopper doors and having a capacity of 286,000 pounds gross weight on rail, as more particularly described on Schedule A hereto.
2. The aggregate Equipment Cost for the Items is [REDACTED]
3. The Basic Rent Factor, Termination Value and Stipulated Loss Value are set forth on Annex A and Annex B hereto
4. The Basic Term Commencement Date is [REDACTED]
5. The allocation of Basic Rent is set forth on Annex C hereto


SCHEDULE A TO SCHEDULE J
TO CAR SERVICE AGREEMENT SUPPLEMENT NO. 2

DESCRIPTION OF EQUIPMENT

<u>Description</u>	<u>Units</u>	<u>Marks</u>	<u>Car Numbers</u>
Aluminum Autoflood III Cars		PEFX	6000
			6002
			6006
			6008
			6011
			6016
			6021
			6024 - 6037
			6039
			6042
			6058
			6065
			6070 - 6104
			6200 - 6215
			6217 - 6219
			6275
			6280 - 6304

ANNEX A to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

RENT FACTORS

<u>Rent Payment Date</u>	<u>Basic Rent Factor (expressed as a percentage of Equipment Cost)</u>
Sep 26 2006	
Oct 26 2006	
Nov 26 2006	
Dec 26 2006	
Jan 26 2007	
Feb 26 2007	
Mar 26 2007	
Apr 26 2007	
May 26 2007	
Jun 26 2007	
Jul 26 2007	
Aug 26 2007	
Sep 26 2007	
Oct 26 2007	
Nov 26 2007	
Dec 26 2007	
Jan 26 2008	
Feb 26 2008	
Mar 26 2008	
Apr 26 2008	
May 26 2008	
Jun 26 2008	
Jul 26 2008	
Aug 26 2008	
Sep 26 2008	
Oct 26 2008	
Nov 26 2008	
Dec 26 2008	
Jan 26 2009	
Feb 26 2009	
Mar 26 2009	
Apr 26 2009	
May 26 2009	
Jun 26 2009	
Jul 26 2009	
Aug 26 2009	
Sep 26 2009	
Oct 26 2009	
Nov 26 2009	
Dec 26 2009	
Jan 26 2010	
Feb 26 2010	
Mar 26 2010	
Apr 26 2010	
May 26 2010	
Jun 26 2010	


ANNEX A to SCHEDULE 1 to CAR SERVICE AGREEMENT SUPPLEMENT No 7

RENT FACTORS

<u>Rent Payment Date</u>	<u>Basic Rent Factor (expressed as a percentage of Equipment Cost)</u>
Jul 26 2010	
Aug 26 2010	
Sep 26 2010	
Oct 26 2010	
Nov 26 2010	
Dec 26 2010	
Jan 26 2011	
Feb 26 2011	
Mar 26 2011	
Apr 26 2011	
May 26 2011	
Jun 26 2011	
Jul 26 2011	
Aug 26 2011	
Sep 26 2011	
Oct 26 2011	
Nov 26 2011	
Dec 26 2011	
Jan 26 2012	
Feb 26 2012	
Mar 26 2012	
Apr 26 2012	
May 26 2012	
Jun 26 2012	
Jul 26 2012	
Aug 26 2012	
Sep 26 2012	
Oct 26 2012	
Nov 26 2012	
Dec 26 2012	
Jan 26 2013	
Feb 26 2013	
Mar 26 2013	
Apr 26 2013	
May 26 2013	
Jun 26 2013	
Jul 26 2013	
Aug 26 2013	
Sep 26 2013	
Oct 26 2013	
Nov 26 2013	
Dec 26 2013	
Jan 26 2014	
Feb 26 2014	
Mar 26 2014	
Apr 26 2014	


ANNEX A to SCHEDULE 1 to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

RENT FACTORS

<u>Rent Payment Date</u>	<u>Basic Rent Factor (expressed as a percentage of Equipment Cost)</u>
May 26 2014	
Jun 26 2014	
Jul 26 2014	
Aug 26 2014	
Sep 26 2014	
Oct 26 2014	
Nov 26 2014	
Dec 26 2014	
Jan 26 2015	
Feb 26 2015	
Mar 26 2015	
Apr 26 2015	
May 26 2015	
Jun 26 2015	
Jul 26 2015	
Aug 26 2015	
Sep 26 2015	
Oct 26 2015	
Nov 26 2015	
Dec 26 2015	
Jan 26 2016	
Feb 26 2016	
Mar 26 2016	
Apr 26 2016	
May 26 2016	
Jun 26 2016	
Jul 26 2016	
Aug 26 2016	
Sep 26 2016	
Oct 26 2016	
Nov 26 2016	
Dec 26 2016	
Jan 26 2017	
Feb 26 2017	
Mar 26 2017	
Apr 26 2017	
May 26 2017	
Jun 26 2017	
Jul 26 2017	
Aug 26 2017	
Sep 26 2017	
Oct 26 2017	
Nov 26 2017	
Dec 26 2017	
Jan 26 2018	
Feb 26 2018	


ANNEX A to SCHEDULE 1 to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

RENT FACTORS

<u>Rent Payment Date</u>	<u>Basic Rent Factor (expressed as a percentage of Equipment Cost)</u>
Mar 26 2018	
Apr 26 2018	
May 26 2018	
Jun 26 2018	
Jul 26 2018	
Aug 26 2018	
Sep 26 2018	
Oct 26 2018	
Nov 26 2018	
Dec 26 2018	
Jan 26 2019	
Feb 26 2019	
Mar 26 2019	
Apr 26 2019	
May 26 2019	
Jun 26 2019	
Jul 26 2019	
Aug 26 2019	
Sep 26 2019	
Oct 26 2019	
Nov 26 2019	
Dec 26 2019	
Jan 26 2020	
Feb 26 2020	
Mar 26 2020	
Apr 26 2020	
May 26 2020	
Jun 26 2020	
Jul 26 2020	
Aug 26 2020	
Sep 26 2020	
Oct 26 2020	
Nov 26 2020	
Dec 26 2020	
Jan 26 2021	
Feb 26 2021	
Mar 26 2021	
Apr 26 2021	
May 26 2021	
Jun 26 2021	
Jul 26 2021	
Aug 26 2021	
Sep 26 2021	
Oct 26 2021	
Nov 26 2021	
Dec 26 2021	


ANNEX A to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No 2

RENT FACTORS

<u>Rent Payment Date</u>	<u>Basic Rent Factor (expressed as a percentage of Equipment Cost)</u>
Jan 26 2022	
Feb 26 2022	
Mar 26 2022	
Apr 26 2022	
May 26 2022	
Jun 26 2022	
Jul 26 2022	
Aug 26 2022	
Sep 26 2022	
Oct 26 2022	
Nov 26 2022	
Dec 26 2022	
Jan 26 2023	
Feb 26 2023	
Mar 26 2023	
Apr 26 2023	
May 26 2023	
Jun 26 2023	
Jul 26 2023	
Aug 26 2023	
Sep 26 2023	
Oct 26 2023	
Nov 26 2023	
Dec 26 2023	
Jan 26 2024	
Feb 26 2024	
Mar 26 2024	
Apr 26 2024	
May 26 2024	
Jun 26 2024	
Jul 26 2024	
Aug 26 2024	
Sep 26 2024	
Oct 26 2024	
Nov 26 2024	
Dec 26 2024	
Jan 26 2025	
Feb 26 2025	
Mar 26 2025	
Apr 26 2025	
May 26 2025	
Jun 26 2025	
Jul 26 2025	
Aug 26 2025	
Sep 26 2025	
Oct 26 2025	


ANNEX A to SCHEDULE 1 to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

RENT FACTORS

<u>Rent Payment Date</u>	<u>Basic Rent Factor (expressed as a percentage of Equipment Cost)</u>
Nov 26 2025	
Dec 26 2025	
Jan 26 2026	
Feb 26 2026	
Mar 26 2026	
Apr 26 2026	
May 26 2026	
Jun 26 2026	
Jul 26 2026	
Aug 26 2026	
Sep 26 2026	


ANNEX B to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No 2

TERMINATION AND STIPULATED LOSS VALUES

Rent Payment Date	Termination/Stipulated Loss Value Percentages
Oct 26 2006	
Nov 26 2006	
Dec 26 2006	
Jan 26 2007	
Feb 26 2007	
Mar 26 2007	
Apr 26 2007	
May 26 2007	
Jun 26 2007	
Jul 26 2007	
Aug 26 2007	
Sep 26 2007	
Oct 26 2007	
Nov 26 2007	
Dec 26 2007	
Jan 26 2008	
Feb 26 2008	
Mar 26 2008	
Apr 26 2008	
May 26 2008	
Jun 26 2008	
Jul 26 2008	
Aug 26 2008	
Sep 26 2008	
Oct 26 2008	
Nov 26 2008	
Dec 26 2008	
Jan 26 2009	
Feb 26 2009	
Mar 26 2009	
Apr 26 2009	
May 26 2009	
Jun 26 2009	
Jul 26 2009	
Aug 26 2009	
Sep 26 2009	
Oct 26 2009	
Nov 26 2009	
Dec 26 2009	
Jan 26 2010	
Feb 26 2010	
Mar 26 2010	
Apr 26 2010	
May 26 2010	
Jun 26 2010	

ANNEX B to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

TERMINATION AND STIPULATED LOSS VALUES

Rent Payment Date	Termination/Stipulated Loss Value Percentages
Jul 26 2010	
Aug 26 2010	
Sep 26 2010	
Oct 26 2010	
Nov 26 2010	
Dec 26 2010	
Jan 26 2011	
Feb 26 2011	
Mar 26 2011	
Apr 26 2011	
May 26 2011	
Jun 26 2011	
Jul 26 2011	
Aug 26 2011	
Sep 26 2011	
Oct 26 2011	
Nov 26 2011	
Dec 26 2011	
Jan 26 2012	
Feb 26 2012	
Mar 26 2012	
Apr 26 2012	
May 26 2012	
Jun 26 2012	
Jul 26 2012	
Aug 26 2012	
Sep 26 2012	
Oct 26 2012	
Nov 26 2012	
Dec 26 2012	
Jan 26 2013	
Feb 26 2013	
Mar 26 2013	
Apr 26 2013	
May 26 2013	
Jun 26 2013	
Jul 26 2013	
Aug 26 2013	
Sep 26 2013	
Oct 26 2013	
Nov 26 2013	
Dec 26 2013	
Jan 26 2014	
Feb 26 2014	
Mar 26 2014	

ANNEX B to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2


TERMINATION AND STIPULATED LOSS VALUES

Rent Payment Date	Termination/Stipulated Loss Value Percentages
Apr 26 2014	
May 26 2014	
Jun 26 2014	
Jul 26 2014	
Aug 26 2014	
Sep 26 2014	
Oct 26 2014	
Nov 26 2014	
Dec 26 2014	
Jan 26 2015	
Feb 26 2015	
Mar 26 2015	
Apr 26 2015	
May 26 2015	
Jun 26 2015	
Jul 26 2015	
Aug 26 2015	
Sep 26 2015	
Oct 26 2015	
Nov 26 2015	
Dec 26 2015	
Jan 26 2016	
Feb 26 2016	
Mar 26 2016	
Apr 26 2016	
May 26 2016	
Jun 26 2016	
Jul 26 2016	
Aug 26 2016	
Sep 26 2016	
Oct 26 2016	
Nov 26 2016	
Dec 26 2016	
Jan 26 2017	
Feb 26 2017	
Mar 26 2017	
Apr 26 2017	
May 26 2017	
Jun 26 2017	
Jul 26 2017	
Aug 26 2017	
Sep 26 2017	
Oct 26 2017	
Nov 26 2017	
Dec 26 2017	



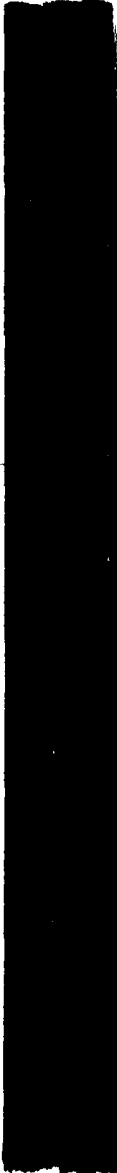
ANNEX B to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

TERMINATION AND STIPULATED LOSS VALUES

<u>Rent Payment Date</u>	<u>Termination/Stipulated Loss Value Percentages</u>
Jan 26 2018	
Feb 26 2018	
Mar 26 2018	
Apr 26 2018	
May 26 2018	
Jun 26 2018	
Jul 26 2018	
Aug 26 2018	
Sep 26 2018	
Oct 26 2018	
Nov 26 2018	
Dec 26 2018	
Jan 26 2019	
Feb 26 2019	
Mar 26 2019	
Apr 26 2019	
May 26 2019	
Jun 26 2019	
Jul 26 2019	
Aug 26 2019	
Sep 26 2019	
Oct 26 2019	
Nov 26 2019	
Dec 26 2019	
Jan 26 2020	
Feb 26 2020	
Mar 26 2020	
Apr 26 2020	
May 26 2020	
Jun 26 2020	
Jul 26 2020	
Aug 26 2020	
Sep 26 2020	
Oct 26 2020	
Nov 26 2020	
Dec 26 2020	
Jan 26 2021	
Feb 26 2021	
Mar 26 2021	
Apr 26 2021	
May 26 2021	
Jun 26 2021	
Jul 26 2021	
Aug 26 2021	
Sep 26 2021	


ANNEX B to SCHEDULE I to CAR SHARE AGREEMENT SUPPLEMENT No. 2

TERMINATION AND STIPULATED LOSS VALUES

Rent Payment Date	Termination/Stipulated Loss Value Percentages
Oct 26 2021	
Nov 26 2021	
Dec 26 2021	
Jan 26 2022	
Feb 26 2022	
Mar 26 2022	
Apr 26 2022	
May 26 2022	
Jun 26 2022	
Jul 26 2022	
Aug 26 2022	
Sep 26 2022	
Oct 26 2022	
Nov 26 2022	
Dec 26 2022	
Jan 26 2023	
Feb 26 2023	
Mar 26 2023	
Apr 26 2023	
May 26 2023	
Jun 26 2023	
Jul 26 2023	
Aug 26 2023	
Sep 26 2023	
Oct 26 2023	
Nov 26 2023	
Dec 26 2023	
Jan 26 2024	
Feb 26 2024	
Mar 26 2024	
Apr 26 2024	
May 26 2024	
Jun 26 2024	
Jul 26 2024	
Aug 26 2024	
Sep 26 2024	
Oct 26 2024	
Nov 26 2024	
Dec 26 2024	
Jan 26 2025	
Feb 26 2025	
Mar 26 2025	
Apr 26 2025	
May 26 2025	
Jun 26 2025	

ANNEX B to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

TERMINATION AND STIPULATED LOSS VALUES

<u>Rent Payment Date</u>	<u>Termination/Stipulated Loss Value Percentages</u>
Jul 26 2025	
Aug 26 2025	
Sep 26 2025	
Oct 26 2025	
Nov 26 2025	
Dec 26 2025	
Jan 26 2026	
Feb 26 2026	
Mar 26 2026	
Apr 26 2026	
May 26 2026	
Jun 26 2026	
Jul 26 2026	
Aug 26 2026	
Sep 26 2026	

ANNEX C to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

ALLOCATION OF BASIC RENT

----- RENTAL PERIOD -----		Allocated Rent (expressed as a percentage of Equipment Cost)
FROM (and including)	TO (and excluding)	
Sep 26 2006	Oct 26 2006	
Oct 26 2006	Nov 26 2006	
Nov 26 2006	Dec 26 2006	
Dec 26 2006	Jan 26 2007	
Jan 26 2007	Feb 26 2007	
Feb 26 2007	Mar 26 2007	
Mar 26 2007	Apr 26 2007	
Apr 26 2007	May 26 2007	
May 26 2007	Jun 26 2007	
Jun 26 2007	Jul 26 2007	
Jul 26 2007	Aug 26 2007	
Aug 26 2007	Sep 26 2007	
Sep 26 2007	Oct 26 2007	
Oct 26 2007	Nov 26 2007	
Nov 26 2007	Dec 26 2007	
Dec 26 2007	Jan 26 2008	
Jan 26 2008	Feb 26 2008	
Feb 26 2008	Mar 26 2008	
Mar 26 2008	Apr 26 2008	
Apr 26 2008	May 26 2008	
May 26 2008	Jun 26 2008	
Jun 26 2008	Jul 26 2008	
Jul 26 2008	Aug 26 2008	
Aug 26 2008	Sep 26 2008	
Sep 26 2008	Oct 26 2008	
Oct 26 2008	Nov 26 2008	
Nov 26 2008	Dec 26 2008	
Dec 26 2008	Jan 26 2009	
Jan 26 2009	Feb 26 2009	
Feb 26 2009	Mar 26 2009	
Mar 26 2009	Apr 26 2009	
Apr 26 2009	May 26 2009	
May 26 2009	Jun 26 2009	
Jun 26 2009	Jul 26 2009	
Jul 26 2009	Aug 26 2009	
Aug 26 2009	Sep 26 2009	
Sep 26 2009	Oct 26 2009	
Oct 26 2009	Nov 26 2009	
Nov 26 2009	Dec 26 2009	
Dec 26 2009	Jan 26 2010	
Jan 26 2010	Feb 26 2010	
Feb 26 2010	Mar 26 2010	
Mar 26 2010	Apr 26 2010	
Apr 26 2010	May 26 2010	
May 26 2010	Jun 26 2010	
Jun 26 2010	Jul 26 2010	
Jul 26 2010	Aug 26 2010	

ANNEX C to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

ALLOCATION OF BASIC RENT

----- RENTAL PERIOD ----->		Allocated Rent (expressed as a percentage of Equipment Cost)
FROM (and including)	TO (and excluding)	
Aug 26 2010	Sep 26 2010	
Sep 26 2010	Oct 26 2010	
Oct 26 2010	Nov 26 2010	
Nov 26 2010	Dec 26 2010	
Dec 26 2010	Jan 26 2011	
Jan 26 2011	Feb 26 2011	
Feb 26 2011	Mar 26 2011	
Mar 26 2011	Apr 26 2011	
Apr 26 2011	May 26 2011	
May 26 2011	Jun 26 2011	
Jun 26 2011	Jul 26 2011	
Jul 26 2011	Aug 26 2011	
Aug 26 2011	Sep 26 2011	
Sep 26 2011	Oct 26 2011	
Oct 26 2011	Nov 26 2011	
Nov 26 2011	Dec 26 2011	
Dec 26 2011	Jan 26 2012	
Jan 26 2012	Feb 26 2012	
Feb 26 2012	Mar 26 2012	
Mar 26 2012	Apr 26 2012	
Apr 26 2012	May 26 2012	
May 26 2012	Jun 26 2012	
Jun 26 2012	Jul 26 2012	
Jul 26 2012	Aug 26 2012	
Aug 26 2012	Sep 26 2012	
Sep 26 2012	Oct 26 2012	
Oct 26 2012	Nov 26 2012	
Nov 26 2012	Dec 26 2012	
Dec 26 2012	Jan 26 2013	
Jan 26 2013	Feb 26 2013	
Feb 26 2013	Mar 26 2013	
Mar 26 2013	Apr 26 2013	
Apr 26 2013	May 26 2013	
May 26 2013	Jun 26 2013	
Jun 26 2013	Jul 26 2013	
Jul 26 2013	Aug 26 2013	
Aug 26 2013	Sep 26 2013	
Sep 26 2013	Oct 26 2013	
Oct 26 2013	Nov 26 2013	
Nov 26 2013	Dec 26 2013	
Dec 26 2013	Jan 26 2014	
Jan 26 2014	Feb 26 2014	
Feb 26 2014	Mar 26 2014	
Mar 26 2014	Apr 26 2014	
Apr 26 2014	May 26 2014	
May 26 2014	Jun 26 2014	
Jun 26 2014	Jul 26 2014	


ANNEX C to SCHEDULE 1 to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

ALLOCATION OF BASIC RENT

----- RENTAL PERIOD ----->		Allocated Rent (expressed as a percentage of Equipment Cost)
<u>FROM (and including)</u>	<u>TO (and excluding)</u>	
Jul 26 2014	Aug 26 2014	
Aug 26 2014	Sep 26 2014	
Sep 26 2014	Oct 26 2014	
Oct 26 2014	Nov 26 2014	
Nov 26 2014	Dec 26 2014	
Dec 26 2014	Jan 26 2015	
Jan 26 2015	Feb 26 2015	
Feb 26 2015	Mar 26 2015	
Mar 26 2015	Apr 26 2015	
Apr 26 2015	May 26 2015	
May 26 2015	Jun 26 2015	
Jun 26 2015	Jul 26 2015	
Jul 26 2015	Aug 26 2015	
Aug 26 2015	Sep 26 2015	
Sep 26 2015	Oct 26 2015	
Oct 26 2015	Nov 26 2015	
Nov 26 2015	Dec 26 2015	
Dec 26 2015	Jan 26 2016	
Jan 26 2016	Feb 26 2016	
Feb 26 2016	Mar 26 2016	
Mar 26 2016	Apr 26 2016	
Apr 26 2016	May 26 2016	
May 26 2016	Jun 26 2016	
Jun 26 2016	Jul 26 2016	
Jul 26 2016	Aug 26 2016	
Aug 26 2016	Sep 26 2016	
Sep 26 2016	Oct 26 2016	
Oct 26 2016	Nov 26 2016	
Nov 26 2016	Dec 26 2016	
Dec 26 2016	Jan 26 2017	
Jan 26 2017	Feb 26 2017	
Feb 26 2017	Mar 26 2017	
Mar 26 2017	Apr 26 2017	
Apr 26 2017	May 26 2017	
May 26 2017	Jun 26 2017	
Jun 26 2017	Jul 26 2017	
Jul 26 2017	Aug 26 2017	
Aug 26 2017	Sep 26 2017	
Sep 26 2017	Oct 26 2017	
Oct 26 2017	Nov 26 2017	
Nov 26 2017	Dec 26 2017	
Dec 26 2017	Jan 26 2018	
Jan 26 2018	Feb 26 2018	
Feb 26 2018	Mar 26 2018	
Mar 26 2018	Apr 26 2018	
Apr 26 2018	May 26 2018	
May 26 2018	Jun 26 2018	


ANNEX C (to SCHEDULE 1) CAR SERVICE AGREEMENT SUPPLEMENT No. 2

ALLOCATION OF BASIC RENT

←----- RENTAL PERIOD ----->		Allocated Rent (expressed as a percentage of Equipment Cost)
FROM (and including)	TO (and excluding)	
Jun 26 2018	Jul 26 2018	
Jul 26 2018	Aug 26 2018	
Aug 26 2018	Sep 26 2018	
Sep 26 2018	Oct 26 2018	
Oct 26 2018	Nov 26 2018	
Nov 26 2018	Dec 26 2018	
Dec 26 2018	Jan 26 2019	
Jan 26 2019	Feb 26 2019	
Feb 26 2019	Mar 26 2019	
Mar 26 2019	Apr 26 2019	
Apr 26 2019	May 26 2019	
May 26 2019	Jun 26 2019	
Jun 26 2019	Jul 26 2019	
Jul 26 2019	Aug 26 2019	
Aug 26 2019	Sep 26 2019	
Sep 26 2019	Oct 26 2019	
Oct 26 2019	Nov 26 2019	
Nov 26 2019	Dec 26 2019	
Dec 26 2019	Jan 26 2020	
Jan 26 2020	Feb 26 2020	
Feb 26 2020	Mar 26 2020	
Mar 26 2020	Apr 26 2020	
Apr 26 2020	May 26 2020	
May 26 2020	Jun 26 2020	
Jun 26 2020	Jul 26 2020	
Jul 26 2020	Aug 26 2020	
Aug 26 2020	Sep 26 2020	
Sep 26 2020	Oct 26 2020	
Oct 26 2020	Nov 26 2020	
Nov 26 2020	Dec 26 2020	
Dec 26 2020	Jan 26 2021	
Jan 26 2021	Feb 26 2021	
Feb 26 2021	Mar 26 2021	
Mar 26 2021	Apr 26 2021	
Apr 26 2021	May 26 2021	
May 26 2021	Jun 26 2021	
Jun 26 2021	Jul 26 2021	
Jul 26 2021	Aug 26 2021	
Aug 26 2021	Sep 26 2021	
Sep 26 2021	Oct 26 2021	
Oct 26 2021	Nov 26 2021	
Nov 26 2021	Dec 26 2021	
Dec 26 2021	Jan 26 2022	
Jan 26 2022	Feb 26 2022	
Feb 26 2022	Mar 26 2022	
Mar 26 2022	Apr 26 2022	
Apr 26 2022	May 26 2022	


ANNEX C to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No 2

ALLOCATION OF BASIC RENT

<----- RENTAL PERIOD ----->		Allocated Rent (expressed as a percentage of Equipment Cost)
FROM (and including)	TO (and excluding)	
May 26 2022	Jun 26 2022	
Jun 26 2022	Jul 26 2022	
Jul 26 2022	Aug 26 2022	
Aug 26 2022	Sep 26 2022	
Sep 26 2022	Oct 26 2022	
Oct 26 2022	Nov 26 2022	
Nov 26 2022	Dec 26 2022	
Dec 26 2022	Jan 26 2023	
Jan 26 2023	Feb 26 2023	
Feb 26 2023	Mar 26 2023	
Mar 26 2023	Apr 26 2023	
Apr 26 2023	May 26 2023	
May 26 2023	Jun 26 2023	
Jun 26 2023	Jul 26 2023	
Jul 26 2023	Aug 26 2023	
Aug 26 2023	Sep 26 2023	
Sep 26 2023	Oct 26 2023	
Oct 26 2023	Nov 26 2023	
Nov 26 2023	Dec 26 2023	
Dec 26 2023	Jan 26 2024	
Jan 26 2024	Feb 26 2024	
Feb 26 2024	Mar 26 2024	
Mar 26 2024	Apr 26 2024	
Apr 26 2024	May 26 2024	
May 26 2024	Jun 26 2024	
Jun 26 2024	Jul 26 2024	
Jul 26 2024	Aug 26 2024	
Aug 26 2024	Sep 26 2024	
Sep 26 2024	Oct 26 2024	
Oct 26 2024	Nov 26 2024	
Nov 26 2024	Dec 26 2024	
Dec 26 2024	Jan 26 2025	
Jan 26 2025	Feb 26 2025	
Feb 26 2025	Mar 26 2025	
Mar 26 2025	Apr 26 2025	
Apr 26 2025	May 26 2025	
May 26 2025	Jun 26 2025	
Jun 26 2025	Jul 26 2025	
Jul 26 2025	Aug 26 2025	
Aug 26 2025	Sep 26 2025	
Sep 26 2025	Oct 26 2025	
Oct 26 2025	Nov 26 2025	
Nov 26 2025	Dec 26 2025	
Dec 26 2025	Jan 26 2026	
Jan 26 2026	Feb 26 2026	
Feb 26 2026	Mar 26 2026	
Mar 26 2026	Apr 26 2026	

ANNEX C to SCHEDULE I to CAR SERVICE AGREEMENT SUPPLEMENT No. 2

ALLOCATION OF BASIC RENT

<----- RENTAL PERIOD ----->		Allocated Rent (expressed as a percentage of Equipment Cost)
<u>FROM (and including)</u>	<u>TO (and excluding)</u>	
Apr 26 2026	May 26 2026	
May 26 2026	Jun 26 2026	
Jun 26 2026	Jul 26 2026	
Jul 26 2026	Aug 26 2026	
Aug 26 2026	Sep 26 2026	

SCHEDULE III TO THE PARTICIPATION AGREEMENT
ASSUMPTIONS

Total Equipment Cost	\$	[REDACTED]
Closing Date		September 26, 2006
Federal/State Tax Depreciation Benefits	\$	[REDACTED] 7-year MACRS
Basic Term Commencement Date		September 26, 2006
Basic Lease Term		20.00 years
Basic Term Expiration Date		September 26, 2026
Assumed Transaction Expenses		[REDACTED]
Combined State & Federal Tax Rate		[REDACTED]
Optimization Objective		Minimize Cash Rents

EXHIBIT A

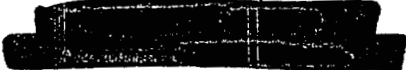
PAYMENT AND NOTICE INFORMATION

Payment to Indenture Trustee:

Wells Fargo Bank Northwest, National Association
299 South Main Street, 12th Floor
MAC: U1228-120
Salt Lake City, Utah, 84111
Attention: Corporate Trust Department
Facsimile No.: 801-246-5053

Wire Instructions:

Bank: Wells Fargo Bank Northwest, National Association



Re: PEF Statutory Trust 2006-1
Attn: Corporate Lease Group

Lessee:

Florida Power Corporation d/b/a Progress Energy Florida, Inc.
410 South Wilmington St. (PEB 19A1)
Raleigh, NC 27601
Attention: Thomas R. Sullivan, Treasurer
Telephone: (919) 546-4381
Facsimile: (919) 546-7826

Owner Participant:

Banc of America Leasing & Capital, LLC
555 California Street, 4th Floor
CA5-705-04-01
San Francisco, CA 94104
Attention: Jung Westover, Vice President
Telephone: (415) 765-7391
Facsimile: (415) 765-7373

Wells Fargo Bank Northwest, N.A.
Corporate Trust Department
MAC U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

42309-CORR



WELLS FARGO & CO.

Invoice

To: Jerry Boyd
Manager Coal Transportation
Progress Energy Carolinas, Inc.

Re: PEF Statutory Trust 2006-1

Rent Payment Date: 1/26/07

Basic Rent Due

[REDACTED]

*J. Boyd
1/22/07*

Payment should be made to the following wire instructions:

Fed Wire Instructions:

Wells Fargo Bank, N.A.

[REDACTED]

CR: Corporate Trust Department

[REDACTED]

Re: PEF Statutory Trust 2006-1

ACH Instructions:

Wells Fargo Bank, N.A.

[REDACTED]

CR: Corporate Trust Department

[REDACTED]

RE: PEF Statutory Trust 2006-1

If you should have any questions, please do not hesitate to call me at (801) 246-5809 or e-mail me at DeAnn.Madsen@WellsFargo.com.

Sincerely,

DeAnn Madsen
Vice President

Wells Fargo Bank Northwest, N.A.
Corporate Trust Department
MAC U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

42309-CORR



WELLS FARGO & CO.

Invoice

To: Jerry Boyd
Manager Coal Transportation
Progress Energy Carolinas, Inc.

Re: PEF Statutory Trust 2006-1

Rent Payment Date: 2/7/2007

Basic Rent Due

\$

[REDACTED]

OK JBoyd
1/24/07



Payment should be made to the following wire instructions:

Fed Wire Instructions:

Wells Fargo Bank, N.A.

[REDACTED]

CR: Corporate Trust Department

[REDACTED]

Re: PEF Statutory Trust 2006-1

ACH Instructions:

Wells Fargo Bank, N.A.

[REDACTED]

CR: Corporate Trust Department

[REDACTED]

RE: PEF Statutory Trust 2006-1

If you should have any questions, please do not hesitate to call me at (801) 246-5809 or e-mail me at DeAnn.Madsen@WellsFargo.com.

Sincerely,

DeAnn Madsen
Vice President

Wells Fargo Bank Northwest, N.A.
Corporate Trust Department
MAC UI228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

42309-CORR



WELLS FARGO & CO.

Invoice

To: Jerry Boyd
Manager Coal Transportation
Progress Energy Carolinas, Inc.

Re: PEF Statutory Trust 2006-1

Rent Payment Date: 2/26/07

Basic Rent Due

\$

Payment should be made to the following wire instructions:

Fed Wire Instructions:

Wells Fargo Bank, N.A.

CR: Corporate Trust Department

Re: PEF Statutory Trust 2006-1

ACH Instructions:

Wells Fargo Bank, N.A.

CR: Corporate Trust Department

RE: PEF Statutory Trust 2006-1

If you should have any questions, please do not hesitate to call me at (801) 246-5809 or e-mail me at DeAnn.Madsen@WellsFargo.com.

Sincerely,

DeAnn Madsen
Vice President

AMENDMENT TO
CONTRACT FOR RAILCAR REPAIR AND MAINTENANCE

This Amendment To Contract For Railcar Repair And Maintenance ("Amendment") is made effective as of March 1, 2005 and is by and between Progress Fuels Corporation ("Owner") and Progress Rail Services Corporation ("Contractor").

WHEREAS, Owner and Contractor entered into that certain Contract For Railcar Repair And Maintenance effective on the first day of March 2003 (the "Contract"); and

WHEREAS, Owner and Contractor wish to amend and modify the Contract in accordance with the provisions of this Amendment.

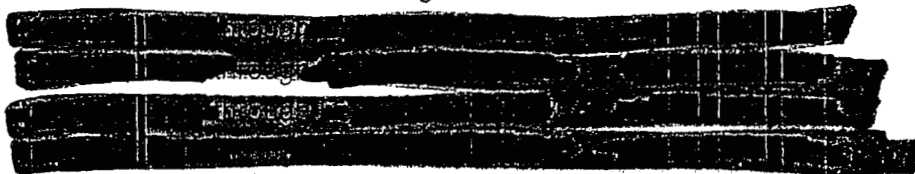
THEREFORE, for and in consideration of the additional services to be rendered, payments to be made therefore, and in consideration of other benefits to accrue to the parties hereof, the Owner and Contractor hereby agree and covenant as follows:

1. **Article VIII, Term Of Contract** shall be amended as follows: The first sentence of this Article shall be deleted and replaced with the following sentence:
"The term of this Contract shall be for a period of six (6) years."

2. **Article IV, Compensation For Services** shall be amended as follows:

A. The first sentence of Subsection 1. shall be deleted and replaced with the following:

"All repairs, maintenance, modifications, inspections and associated services shall be at the following labor rates:



B. The 4th (and last) sentence of Subsection 1. shall be deleted and replaced with the following:

"Wreck repairs that are CSX's responsibility will be charged at the following labor rates:



C. The following sentence shall be inserted at the conclusion of Subsection 1:

"Notwithstanding any other provision in this Amendment or Contract to the contrary, the labor rates actually charged to the Owner for each period shown shall not exceed the lowest labor rates charged by Contractor to non-related third parties for similar utility unit train work at Contractor's Car Repair Facility in Corbin, KY for the periods such labor rate is applicable.

3. **Article XVII, Assignment And Subcontracting** shall be amended as follows: The first sentence of this Article shall be deleted and replaced with the following sentence:

"No assignment of the Contract or any right occurring under this Contract shall be made in whole or part by either party without the written consent of the other except: (i) either party may assign this Contract to a wholly owned affiliate of such party without the consent of (but with notice to) the other party, and (ii) the Owner may assign this Contract to any person or entity that purchases the "railcars" subject to the Contract without the consent of (but with notice to) the Contractor, providing such purchaser leases the "railcars" to the Owner or any wholly owned affiliate of Owner."

4. **Article XXIII, Option** shall be added to the Contract as of the effective date of this Amendment and shall be as described in the following paragraph.

"In the event that Owner, in its sole and absolute discretion, shall elect to sell the "railcars" (or any portion thereof) subject to the Contract (either individually or collectively, the "Railcars") to a non-related third party, Owner grants Contractor a "right-of-first refusal" to purchase such Railcars under substantially the same terms and conditions (including any terms and conditions associated with a "sale lease-back transaction") as offered by such third party buyer ("Contractor's Option"). Owner shall provide to

Home Shop. Contractor shall use reasonable commercial efforts to negotiate a lease arrangement with Florida Northern and establish the Florida Facility; provided however, if Contractor is unsuccessful in establishing the Florida Facility by February 1, 2007 after using reasonable commercial efforts, neither party shall have any obligation or liability to the other with respect to the Florida Facility and/or the Florida Repair Work.

6. The operating hours of the Florida Facility shall be as follows: Monday to Friday 7:00AM until 12:00 midnight, local time, excluding normal holidays observed by Contractor.

7. The labor rates for the Florida Repair Work shall be those rates described in Article IV, Compensation For Services in the Contract (as amended), except that the labor rate for the Florida Repair Work shall be [REDACTED] per hour through [REDACTED] provided however, the last sentence of Subsection 1 relating to Corbin, KY labor rates shall not apply to the Florida Repair Work.

8. For the term of the Contract (including any extensions thereto) Owner guarantees Contractor a minimum of 64.21 labor hours per day at the Florida Facility, five (5) days per week (Monday through Friday), including holidays that may occur during such time period (the "Minimum Hours"). Any labor hours actually worked and billed by Contractor to Owner shall be included as a part of the Minimum Hours. Furthermore, for any and all labor hours with respect to work performed on any railcars that are leased by Owner for which such labor hours are directly billed to the owners or lessors of such railcars, Owner shall be given credit against its Minimum Hours requirement hereunder for all such hours as if such labor hours were billed to Owner.

For the avoidance of doubt, all travel time billed pursuant to this Contract shall be counted as a part of the Minimum Hours.

9. It is currently contemplated that the rental paid to Florida Northern for the Florida Facility will be [REDACTED] per month ([REDACTED]). In the event that the rental rate shall increase by more than 10% of such amount Contractor shall provide Owner with written notice of such increase, and Contractor shall be entitled to an adjustment in the labor rates charged to Owner for the Florida Repair Work equal to 50% of such increase. (For example, if the rental paid to Florida Northern increases by 12%, then the labor rates set forth in paragraph 7 of this Amendment shall be increased by 6%.) If Owner objects to such increase

then either party shall have the right to terminate this Contract with respect to the Florida Facility effective as of the next expiration date of the lease between Florida Northern and the Contractor by providing notice to the other party in accordance with the provisions of this Contract.

10. Owner's rights of termination provided in Article IX, Termination Of Contract shall be considered separate and severable for the Home Shop and the Florida Facility. For greater clarity, the failure of the Contractor to perform work acceptable to Owner at the Home Shop will not create a default in the Contract with respect to the Florida Facility and will not provide Owner the right to terminate the Contract with respect to the Florida Facility (or vice versa).

11. Article IV, Compensation For Services shall be amended as follows:

A. The first sentence of Subsection 1. shall be deleted and replaced with the following:

"All repairs, maintenance, modifications, inspections and associated services shall be at the following labor rates:

A large rectangular area of the document is completely redacted with black ink, obscuring the labor rates specified in subsection A.

B. The 4th (and last) sentence of Subsection 1. shall be deleted and replaced with the following:

"Wreck repairs that are Owner's responsibility will be charged at the following labor rates:

A table area is redacted with black ink, obscuring the labor rates specified in subsection B. The redaction consists of several horizontal bars of varying lengths.



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#: _____ Inv.No.: A5Q / 4249 Invoice Date: 12/20/2006

Line	Item	Description	Qty	Price	Total
		ELFX 87518-Quoted Mods			
		ELFX 90206-Quoted Mods			

Amount Due \$ _____

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4249

(12/17) : _____
 (12/13) : _____
 OK [Signature]
 1/2/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4256

Invoice Date: 12/29/2006

Line	Item	Description	Qty	Price	Total
		PEFX 87070-Genrl Carbody Maint.			
					Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4256

CR162- [redacted] ✓
 CR435- [redacted]
 OK [Signature]
 1/10/07

WFO



REPAIR FACILITY:
Corbin, KY
Progress Rail Services
385 KY 2417
Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
Progress Rail Services
PO Box 933436
Atlanta, Georgia 31193-3436
Phone: 606-523-0120
Fax: 606-523-1652

INVOICE INQUIRIES TO:
P.O. Box 1168

Corbin, KY 40702
Contact: Mike Saunders
Phone: 606-523-0120
Fax: 606-523-1652
Email: msaunders@progressrail.com

SOLD TO:
PROGRESS ENERGY FLORIDA
Progress Energy Corporation Florida
410 South Wilmington Street
Mail Stop PEB 10A
Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#: Inv.No.: A5Q / 4250 Invoice Date: 12/27/2006

Line	Item	Description	Qty	Price	Total
1		PEFX 86036-Genrl Carbody Maint.			
2		PEFX 86044-Genrl Carbody Maint.			
3		PEFX 86046-Genrl Carbody Maint.			
4		PEFX 86047-Genrl Carbody Maint.			
5		PEFX 86048-Genrl Carbody Maint.			
6		PEFX 86051-Genrl Carbody Maint.			
7		PEFX 86062-Genrl Carbody Maint.			
8		PEFX 86063-Genrl Carbody Maint.			
9		PEFX 86076-Genrl Carbody Maint.			
10		PEFX 87007-Genrl Carbody Maint.			
11		PEFX 87014-Genrl Carbody Maint.			
12		PEFX 87039-Genrl Carbody Maint.			
13		PEFX 87042-Genrl Carbody Maint.			
14		PEFX 87044-Genrl Carbody Maint.			
15		PEFX 87059-Genrl Carbody Maint.			
16		PEFX 87061-Genrl Carbody Maint.			

17	PEFX 87078-Genrl Carbody Maint.			
----	---------------------------------	--	--	--

TERMS OF PAYMENT : Net 30 Days from invoice date
Please Mention on Payment : A5Q / 4250



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msanders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4250

Invoice Date: 12/27/2006

Line	Item	Description	Qty	Price	Total
18		PEFX 87079-Genrl Carbody Maint.	[REDACTED]	[REDACTED]	[REDACTED]
19		PEFX 87091-Genrl Carbody Maint.	[REDACTED]	[REDACTED]	[REDACTED]
20		PEFX 87522-Genrl Carbody Maint.	[REDACTED]	[REDACTED]	[REDACTED]
21		PEFX 87548-Genrl Carbody Maint.	[REDACTED]	[REDACTED]	[REDACTED]
22		PEFX 90101-Genrl Carbody Maint.	[REDACTED]	[REDACTED]	[REDACTED]
23		PEFX 93008-Genrl Carbody Maint.	[REDACTED]	[REDACTED]	[REDACTED]
24		PEFX 93047-Genrl Carbody Maint.	[REDACTED]	[REDACTED]	[REDACTED]

Amount Due \$ [REDACTED]

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4250

CR 142 - [REDACTED]
 CR 445 - [REDACTED]
 OK [Signature]
 1/10/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4261

Invoice Date: 12/29/2006

Line	Item	Description	Qty	Price	Total
1		ELFX 86035-Quoted Mods			
2		ELFX 87043-Quoted Mods			
3		ELFX 93045-Quoted Mods			
4		ELFX 86004-Quoted Mods			
5		ELFX 86008-Quoted Mods			
6		ELFX 86060-Quoted Mods			
7		ELFX 87017-Quoted Mods			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4261

OK [Signature]
 1/10/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4266

Invoice Date: 12/31/2006

Line	Item	Description	Qty	Price	Total
1		ELFX 87081-Genrl Carbody Maint			
2		ELFX 87051-Quoted Mods			
3		ELFX 87009-Quoted Mods			
4		ELFX 86018-Quoted Mods			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4266

12/31/06 - [Redacted] ✓ OK Sbayl
 1/10/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
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 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4253

Invoice Date: 12/28/2006

Line	Item	Description	Qty	Price	Total
1		ELFX 87507-Quoted Mods			
2		ELFX 87542-Quoted Mods			
3		ELFX 87557-Quoted Mods			
4		ELFX 87561-Quoted Mods			
5		ELFX 87566-Quoted Mods			
6		ELFX 87569-Quoted Mods			
7		ELFX 87572-Quoted Mods			
8		ELFX 87583-Quoted Mods			
9		ELFX 87584-Quoted Mods			
10		ELFX 87591-Quoted Mods			
11		ELFX 87596-Quoted Mods			
12		ELFX 87598-Quoted Mods			
13		ELFX 89008-Quoted Mods			
14		ELFX 89005-Quoted Mods			
15		ELFX 89010-Quoted Mods			
16		ELFX 89027-Quoted Mods			



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

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 Atlanta, Georgia 31193-3436
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SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4253

Invoice Date: 12/28/2006

Line	Item	Description	Qty	Price	Total
18		ELFX 89040-Quoted Mods			
19		ELFX 89049-Quoted Mods			
20		ELFX 89057-Quoted Mods			
21		ELFX 89064-Quoted Mods			
22		ELFX 89089-Quoted Mods			
23		ELFX 89114-Quoted Mods			
24		ELFX 90007-Quoted Mods			
25		ELFX 90018-Quoted Mods			
26		ELFX 90025-Quoted Mods			
27		ELFX 90038-Quoted Mods			
28		ELFX 90055-Quoted Mods			
29		ELFX 90111-Quoted Mods			
30		ELFX 90160-Quoted Mods			
31		ELFX 90215-Quoted Mods			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4253

OK
OK J. Bay
1/10/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4272

Invoice Date: 01/08/2007

Line	Item	Description	Qty	Price	Total
1		ELFX 87526-Quoted Mods			
2		ELFX 90008-Quoted Mods			
3		ELFX 87535-Quoted Mods			
4		ELFX 90010-Quoted Mods			
5		ELFX 90157-Quoted Mods			
6		ELFX 87534-Quoted Mods			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4272

Handwritten:
 P 87 - [Redacted]
 CR 435 - [Redacted]
 OK J Boyd
 1/16/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4278

Invoice Date: 01/12/2007

Line	Item	Description	Qty	Price	Total
1		ELFX 90138-Quoted Mods	[REDACTED]	[REDACTED]	[REDACTED]
2		ELFX 90170-Quoted Mods	[REDACTED]	[REDACTED]	[REDACTED]
3		ELFX 90105-Quoted Mods	[REDACTED]	[REDACTED]	[REDACTED]
4		ELFX 90130-Quoted Mods	[REDACTED]	[REDACTED]	[REDACTED]
Amount Due \$					[REDACTED]

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4278

1/23/07 [REDACTED] ✓
 1/24/07 [REDACTED] ✓
 QR J Boyd
 1/24/07



Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18374** Sales Order: 9916 Inv. Date 01/11/2007

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	\$ [REDACTED]	01/02/2007
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	01/02/2007

B/L #: 103209

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery

Please state with your payment: S4A18374

C2172 - [REDACTED]

OK JBoyd

C2435 - [REDACTED]

1/24/07



Louisville Wheel Shop

Please Remit with copy of invoice to:

P.O. Box 933436
Atlanta, GA 31193-3436

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18321** Sales Order: 9875 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	12/02/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	12/02/2006

B/L #: 102853

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery

Please state with your payment: S4A18321

CR 192 - [REDACTED]
CR 465 - [REDACTED]

OK J. Best
2/7/07





REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

SOLD TO:
 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg. Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#: _____ Inv. No.: A5Q / 4285 Invoice Date: 01/17/2007

Line	Item	Description	Qty	Price	Total
1		PEFX 86070-Genrl Carbody Maint.			
2		PEFX 93033-Genrl Carbody Maint.			
3		PEFX 93011-Genrl Carbody Maint.			

Amount Due \$ _____

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4285

CR132 -
 CR465 -



*OK JBoyd
 2/1/07*



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

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 410 South Wilmington Street
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 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4287

Invoice Date: 01/18/2007

Line	Item	Description	Qty	Price	Total
1		PEFX 90035-Genrl Carbody Maint.			
2		PEFX 90205-Genrl Carbody Maint.			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4287

CR 62 - [redacted] OK JBay
 CR 45 - [redacted] 1/30/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

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PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4288

Invoice Date: 01/18/2007

Line	Item	Description	Qty	Price	Total
1		ELFX 86082-Quoted Mods			
2		ELFX 87066-Quoted Mods			
3		ELFX 87067-Quoted Mods			
4		ELFX 90077-Quoted Mods			
5		ELFX 90078-Quoted Mods			
6		ELFX 86056-Quoted Mods			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4288

CR 1/31 -

10445 -

OK SBep

1/31/07



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 Progress Rail Services
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 Corbin, Kentucky 40701

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 Phone: 606-523-0120
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 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#: Inv.No.: A5Q / 4303 Invoice Date: 01/26/2007

Line	Item	Description	Qty	Price	Total
1		ELFX 86001-Quoted Mods			
Amount Due \$					

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4303

CR 732
 CR 735-

[Redacted]

Handwritten:
 Mike Saunders
 2/7/07
 ✓



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Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18725** Sales Order: **10277** Inv. Date: **02/15/2007**

Notes:

Baan SO# 1562687

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	05/25/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	05/25/2006

**B/L #:
100475**

TOTAL: [REDACTED] ✓

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18725

CR 12
CR 13

*OK Jeff
3/23/07*



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 Atlanta, GA 31193-3436

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Bill To:

Progress Fuels Inc.
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
 385 KY 2417
 Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18726** Sales Order: **10278** Inv. Date: **02/15/2007**

Notes:

Baan SO# 1562688

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	05/25/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	05/25/2006

B/L #:
100490

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery
 Please state with your payment: S4A18726

OK 1/2 [REDACTED]
 OK 1/5 [REDACTED]

OK J Boyl
 2/15/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

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 Phone: 606-523-0120
 Fax: 606-523-1652

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 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

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 Progress Energy Corporation Florida
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 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4279

Invoice Date: 01/12/2007

Line	Item	Description	Qty	Price	Total
		PEFX 99026-Genrl Carbody Maint.			
Amount Due \$					

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4279

CR 162 - [REDACTED] } OK J Boyd
 CR 485 - [REDACTED] } 1/24/07



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 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

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 Fax: 606-523-1652

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 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4283

Invoice Date: 01/16/2007

Line	Item	Description	Qty	Price	Total
1		ELFX 90062-Quoted Mods			
2		ELFX 90070-Quoted Mods			
3		ELFX 92001-Quoted Mods			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4283

606-523-0120
 606-523-1652
 OK Boyd
 1/22/07



REPAIR FACILITY:
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 Progress Rail Services
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 Corbin, Kentucky 40701

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 Fax: 606-523-1652

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 Raleigh, N.C. 27601

Reference: Attn: Reg. Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4282

Invoice Date: 01/16/2007

Line	Item	Description	Qty	Price	Total
1		PEFX 89113-Genrl Carbody Maint.			
2		PEFX 87597-Genrl Carbody Maint.			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4282

1/22/07
OK J Bayle
1/22/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

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 Raleigh, N.C. 27601

Reference: Attn: Reg. Back Off. Jon Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4345

Invoice Date: 02/19/2007

Line	Item	Description	Qty	Price	Total
1		PEFX 6261-Genrl Carbody Maint.			
2		PEFX 87069-Genrl Carbody Maint.			
3		PEFX 87082-Genrl Carbody Maint.			
4		PEFX 6276-Genrl Carbody Maint.			
5		PEFX 90137-Genrl Carbody Maint.			
6		PEFX 93025-Genrl Carbody Maint.			
7		PEFX 93027-Genrl Carbody Maint.			
8		PEFX 93046-Genrl Carbody Maint.			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4345

CR 1/2 - [Redacted]
 CR 1/2 - [Redacted] ✓
 OK J Boyd
 2/27/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

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 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg.Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4334

Invoice Date: 02/12/2007

Line	Item	Description	Qty	Price	Total
1		ELFX 87504-Genrl Carbody Maint.			
2		ELFX 90176-Genrl Carbody Maint.			
3		ELFX 89104-Genrl Carbody Maint.			

Amount Due \$ 5413.25

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4334

CR 132 - \$ [redacted] ✓ OK [signature]
 CR 455 - \$ [redacted] 2/12/07



REPAIR FACILITY:
 Corbin, KY
 Progress Rail Services
 385 KY 2417
 Corbin, Kentucky 40701

REMIT W/COPY OF INVOICE TO:
 Progress Rail Services
 PO Box 933436
 Atlanta, Georgia 31193-3436
 Phone: 606-523-0120
 Fax: 606-523-1652

INVOICE INQUIRIES TO:
 P.O. Box 1168
 Corbin, KY 40702
 Contact: Mike Saunders
 Phone: 606-523-0120
 Fax: 606-523-1652
 Email: msaunders@progressrail.com

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 PROGRESS ENERGY FLORIDA
 Progress Energy Corporation Florida
 410 South Wilmington Street
 Mail Stop PEB 10A
 Raleigh, N.C. 27601

Reference: Attn: Reg. Back Off. Jon
 Putnam

PRSC Vendor #:

Customer: 064426

Customer PO#:

Inv.No.: A5Q / 4338

Invoice Date: 02/14/2007

Line	Item	Description	Qty	Price	Total
1		PEFX 5013-Genrl Carbody Maint.			
2		PEFX 86050-Genrl Carbody Maint.			
3		PEFX 87072-Genrl Carbody Maint.			

Amount Due \$

TERMS OF PAYMENT : Net 30 Days from invoice date
 Please Mention on Payment : A5Q / 4338

CR 152 - 5
 CR 165 - 8
 OK JBay
 2/27/07

442



Please Remit with copy of invoice to:
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Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18322** Sales Order: 9876 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	12/04/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	12/04/2006
[REDACTED]	FG381 WS NM 6.5X12 H36 SS WB QBS	[REDACTED]	[REDACTED]	12/04/2006
B/L #: 102856		TOTAL:	[REDACTED]	

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18322

OK Spayf
1/10/01

Total:

[REDACTED]

[REDACTED]

CR 142 - [REDACTED]
CR 465 - [REDACTED]



Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18323** Sales Order: 9877 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	12/04/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	12/04/2006

B/L #: 102870

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18323

OK [Signature]
1/10/07



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Atlanta, GA 31193-3436

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Bill To:

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410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18324** Sales Order: 9878 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	12/05/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	12/05/2006

B/L #: 102877

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18324

OK JBoyl
1/10/07



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MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18325** Sales Order: 9879 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
	FG128 WS NM 6.5X12 CH36 GW WB QBS			12/05/2006
	FG136 WS TT 6.5X12 36 H WB QBS			12/05/2006

B/L #: 102893

TOTAL:

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18325

OK Sbon

1/10/07



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410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18326** Sales Order: 9880 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
█	FG128 WS NM 6.5X12 CH36 GW WB QBS	█	█	12/06/2006
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	12/06/2006

B/L #: 102908

TOTAL: █

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18326

OK SBay

1/10/07



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410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

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385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18327** Sales Order: 9881 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
█	FG128 WS NM 6.5X12 CH36 GW WB QBS	█	█	12/06/2006
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	12/06/2006
B/L #: 102909		TOTAL:		█

Delivery:
Payment: Net 30 Days from Delivery
Please state with your payment: S4A18327

OK JBayl
1/10/07



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Bill To:

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ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18328** Sales Order: 9882 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
	FG128 WS NM 6.5X12 CH36 GW WB QBS			12/07/2006
	FG136 WS TT 6.5X12 36 H WB QBS			12/07/2006

B/L #: 102935 . TOTAL: [REDACTED]

Delivery:
Payment: Net 30 Days from Delivery
Please state with your payment: S4A18328

OK Jha
1/10/07



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Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18329** Sales Order: 9883 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
█	FG128 WS NM 6.5X12 CH36 GW WB QBS	█	█	12/07/2006
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	12/07/2006

B/L #: 102937

TOTAL: █

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18329

OK Boyd

1/10/07



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ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBA;** Invoice No.: **S4A18330** Sales Order: 9884 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	12/08/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	12/08/2006

B/L #: 102956

TOTAL:

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18330

OK [Signature]

1/10/07



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410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18331** Sales Order: 9885 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	12/08/2006
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	12/08/2006
B/L #: 102957		TOTAL:		[REDACTED]

Delivery:
Payment: Net 30 Days from Delivery
Please state with your payment: S4A18331

OK J. Boyd

1/10/07



Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Louisville Wheel Shop

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Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18332** Sales Order: 9886 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
	FG128 WS NM 6.5X12 CH36 GW WB QBS		\$	12/11/2006
	FG136 WS TT 6.5X12 36 H WB QBS			12/11/2006

B/L #: 102977

TOTAL:

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18332

OK Staff
1/10/07



Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18333** Sales Order: 9887 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
	FG128 WS NM 6.5X12 CH36 GW WB QBS			12/11/2006
	FG136 WS TT 6.5X12 36 H WB QBS			12/11/2006

B/L #: 102971

TOTAL:

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18333

OK [Signature]

1/10/07



Louisville Wheel Shop

Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18334** Sales Order: 9888 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
█	FG128 WS NM 6.5X12 CH36 GW WB QBS	█	█	12/20/2006
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	12/20/2006
B/L #: 103108		TOTAL:		█

Delivery:
Payment: Net 30 Days from Delivery
Please state with your payment: S4A18334

OK J Boyd
1/10/07



Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **VERBAL** Invoice No.: **S4A18335** Sales Order: 9889 Inv. Date 12/31/2006

Quantity	Item	Price	Amount	Ship Date
█	FG128 WS NM 6.5X12 CH36 GW WB QBS	█	█	12/27/2006
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	12/27/2006
B/L #: 103165		TOTAL:		█

Delivery:
Payment: Net 30 Days from Delivery
Please state with your payment: S4A18335

OK Shayl
1/10/07



Please Remit with copy of invoice to:
 P.O. Box 933436
 Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
 385 KY 2417
 Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18773** Sales Order: **10317** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562726

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	01/08/2007
[REDACTED]	FG381 WS NM 6.5X12 H36 SS WB QBS	[REDACTED]	[REDACTED]	01/08/2007

B/L #: 103300

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery
 Please state with your payment: S4A18773

*OK JBoyd
2/22/07*

[REDACTED] ← [REDACTED] 10317
 [REDACTED] 10405



Please Remit with copy of invoice to:
 P.O. Box 933436
 Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH, NC 27601

Deliver To:

Progress Fuels Inc.
 385 KY 2417
 Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18775** Sales Order: **10324** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562733

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	01/08/2007
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	01/08/2007
[REDACTED]	FG381 WS NM 6.5X12 H36 SS WB QBS	[REDACTED]	[REDACTED]	01/08/2007

B/L #:
103302

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery
 Please state with your payment: S4A18775

*OK JBayl
2/21/07*



Louisville Wheel Shop

Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18777** Sales Order: **10330** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562739

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	01/09/2007
[REDACTED]	FG381 WS NM 6.5X12 H36 SS WB QBS	[REDACTED]	[REDACTED]	01/09/2007

B/L #: 103325

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18777

*OIC JBorg
2/21/07*



Please Remit with copy of invoice to:
 P.O. Box 933436
 Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
 385 KY 2417
 Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18779** Sales Order: **10333** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562741

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	01/10/2007
[REDACTED]	FG381 WS NM 6.5X12 H36 SS WB QBS	[REDACTED]	[REDACTED]	01/10/2007
B/L #: 103331		TOTAL:	[REDACTED]	

Delivery:
 Payment: Net 30 Days from Delivery
 Please state with your payment: S4A18779

*OK Boyd
2/27/07*



Please Remit with copy of invoice to:
 P.O. Box 933436
 Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
 385 KY 2417
 Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18781** Sales Order: **10335** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562743

Quantity	Item	Price	Amount	Ship Date
[REDACTED]	FG128 WS NM 6.5X12 CH36 GW WB QBS	[REDACTED]	[REDACTED]	01/11/2007
[REDACTED]	FG136 WS TT 6.5X12 36 H WB QBS	[REDACTED]	[REDACTED]	01/11/2007
[REDACTED]	FG381 WS NM 6.5X12 H36 SS WB QBS	[REDACTED]	[REDACTED]	01/11/2007

B/L #:
103344

TOTAL: [REDACTED]

Delivery:

Payment: Net 30 Days from Delivery
 Please state with your payment: S4A18781

*OK Boyd
2/21/07*



Please Remit with copy of invoice to:
 P.O. Box 933436
 Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
 385 KY 2417
 Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18783** Sales Order: **10337** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562745

Quantity	Item	Price	Amount	Ship Date
	FG128 WS NM 6.5X12 CH36 GW WB QBS			01/12/2007
	FG136 WS TT 6.5X12 36 H WB QBS			01/12/2007

B/L #:
103363

TOTAL:

Delivery:
 Payment: Net 30 Days from Delivery
 Please state with your payment: S4A18783

*OK JBoyd
2/27/07*



Louisville Wheel Shop

Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18785** Sales Order: **10339** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562747

Quantity	Item	Price	Amount	Ship Date
█	FG128 WS NM 6.5X12 CH36 GW WB QBS	█	█	01/12/2007
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	01/12/2007
█	FG381 WS NM 6.5X12 H36 SS WB QBS	█	█	01/12/2007

B/L #:
103364

TOTAL: █

Delivery:

Payment: Net 30 Days from Delivery
Please state with your payment: S4A18785

*OK Boyd
2/27/07*



Please Remit with copy of invoice to:

P.O. Box 933436
Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18787** Sales Order: **10341** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562749

Quantity	Item	Price	Amount	Ship Date
█	FG128 WS NM 6.5X12 CH36 GW WB QBS	█	█	01/15/2007
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	01/15/2007

B/L #:
103388

TOTAL: █

Delivery:
Payment: Net 30 Days from Delivery
Please state with your payment: S4A18787

*OK JB
2/21/07*



Louisville Wheel Shop

Please Remit with copy of invoice to:
P.O. Box 933436
Atlanta, GA 31193-3436

Bill To:

Progress Fuels Inc.
ATTN: REGULATED BACK OFFICE
410 SOUTH WILMINGTON STREET
MAIL STOP PEB 10A
RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
385 KY 2417
Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18789** Sales Order: **10343** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562751

Quantity	Item	Price	Amount	Ship Date
█	FG136 WS TT 6.5X12 36 H WB QBS	█	█	01/16/2007
█	FG381 WS NM 6.5X12 H36 SS WB QBS	█	█	01/16/2007

B/L #: 103427 TOTAL: █

Delivery:
Payment: Net 30 Days from Delivery
Please state with your payment: S4A18789



Please Remit with copy of invoice to:
 P.O. Box 933436
 Atlanta, GA 31193-3436

Louisville Wheel Shop

Bill To:

Progress Fuels Inc.
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH , NC 27601

Deliver To:

Progress Fuels Inc.
 385 KY 2417
 Corbin, KY 40701

Customer No.: **061051** PO: **Verbal** Invoice No.: **S4A18791** Sales Order: **10345** Inv. Date: **02/21/2007**

Notes:

Baan SO# 1562753

Quantity	Item	Price	Amount	Ship Date
	FG128 WS NM 6.5X12 CH36 GW WB QBS			01/17/2007
	FG136 WS TT 6.5X12 36 H WB QBS			01/17/2007
	FG381 WS NM 6.5X12 H36 SS WB QBS			01/17/2007

B/L #:
103439

TOTAL:

Delivery:
 Payment: Net 30 Days from Delivery
 Please state with your payment: S4A18791

*OK JB
 2/27/07*

ARTICLE II

EFFECTIVE DATE AND TERM

2.1 This Contract, including transportation or other services stated herein, shall be effective as of February 1, 2005, provided however the FNOR shall have no obligations under this Contract whatsoever prior to May 28, 2005. The first Contract Year of this Contract shall be from February 1, 2005 through December 31, 2005. This Contract shall continue in full force and effect through

[REDACTED]

ARTICLE III

TENDER OF UNIT TRAIN SHIPMENTS

3.1 Schedule and Location.

(a) Monthly Loading Schedule. Receiver shall utilize CSXT's reservation in effect from time to time, and, in so doing, shall provide CSXT with monthly proposed loading schedules via "ShipCSX" no later than the twenty-fifth day of the month preceding each month in which Receiver intends to make Unit Train tenders of Solid Fuel hereunder per the CSXT Tariff 8200. CSXT shall provide a copy of such monthly proposed loading schedules to FNOR.

(b) Shipment Location. Carriers shall use reasonable commercial efforts to provide, as requested by Receiver via telephone or e-mail or internet 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

increments, plus or minus fifteen percent (15%). However should Carriers fail to perform in accordance with Article XIII, Performance Guaranty, this section may be modified by mutual agreement.

3.4 Minimum Trainload Weight. Each Unit Train shipment tendered to Carriers hereunder shall be loaded as follows:

	Actual	
	Approximate <u>No. of Cars</u>	Trainload Minimum (Net Tons) <u>Aluminum Cars</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

The actual trainload minimum weight in Tons for a Contract Year as described above is sometimes referred to as "Minimum Trainload Weight". Unless governed by Paragraph 3.5 of this Article, if any individual Unit Train shipments are released to CSXT by Receiver with less than Minimum Trainload Weight, such shipments shall be transported by Carriers at the applicable Freight Rates in Appendix A, as adjusted, multiplied by the Minimum Trainload Weight, and in that event, the Minimum Trainload Weight shall be counted toward Receiver's Minimum Annual Tonnage. Receiver agrees that new or renegotiated Solid Fuel supply contracts will not preclude or prohibit compliance with this Paragraph 3.4.

ARTICLE X

GUARANTEED ANNUAL TONNAGE VIA DIRECT RAIL SHIPMENTS

10.1 Guaranteed Tonnage. Receiver agrees to tender Solid Fuel to Carrier for movement in Unit Train Service via Direct Rail Shipment to Destination on a minimum annual guaranteed Tonnage ("Minimum Annual Tonnage") basis, except as otherwise provided herein or unless excused by force majeure as defined herein, at an annual volume of not less than the following Net Tons per Contract Year:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Receiver agrees to lease additional train sets of Cars needed to achieve a tonnage level higher than 3.6 MM Tons.

10.2 Grace Period. If the amount of Solid Fuel actually tendered by Receiver during a Contract Year is less than the Minimum Annual Tonnage for that calendar year, Receiver shall pay Dead Freight charges to Carrier, as provided in Article XI of this Contract, provided Receiver shall have a grace period of thirty (30) days at the beginning of the following Contract Year in which Receiver may make up all or part of this Minimum Annual Tonnage. Any such tonnage must be shipped during that thirty (30) day period, certified as provided in Section 10.5 of this Contract, and shall not count toward

Contract
Year

Maximum
Tons (MM)

[REDACTED]

[REDACTED]

10.5. Annual Certificate. Within forty-five (45) days of the end of each Contract Year, Receiver shall send a tonnage certification to Carrier relating to the immediately preceding Contract Year. Such certification shall contain at least the following information:

1. Number of Tons actually shipped, by Origin Group as listed in Tariff ICC-CSXT-8200-series.
2. Grace period tonnage claimed pursuant to paragraph 10.2 of Article X, if any, and Thirty Thousand Ton Shortfall tonnage pursuant to Section 10.3 of this Article, if any.
3. Final Rail Direct Shipment Trip Time Report named in Article XIII.
4. Listing of all waybills.
5. Calculation showing whether any payment is due Carriers or Receiver per the conditions contained in Article XI.

The certificate shall be sent to:

(1) Director Utility Coal
CSX Transportation, Inc.
500 Water Street - J842
Jacksonville, FL 32202

any tonnage deficiency which was caused by force majeure or Carriers' default as herein provided) shall be deemed the "Annual Minimum Tonnage Shortfall."

11.2 Rate Assessed on Tonnage Shortfall. If Receiver fails to tender the Minimum Annual Tonnage of Solid Fuel in any Contract Year in accordance with this Contract, the measure of the Dead Freight payable shall be the Annual Minimum Tonnage Shortfall multiplied by [REDACTED] subject to adjustment as provided in Article VIII.

ARTICLE XII

UNIT TRAIN SHIPMENT DETENTION PROVISIONS

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

12.2 Free Time and Charges at the Crystal River Plant. When Carrier's locomotives remain with a Unit Train at Destination, Eight (8) hours of free time shall be allowed. The free time begins when the loaded train arrives at the PFC scale and ends when the last empty car is weighed on the empty outbound train. Free time is to be computed from the time of Actual or Constructive Placement at Destination. After the free time period detention charges as provided in CSXT Tariff-8200-Series shall apply.

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 enroute to Destination are Constructively Placed on tracks not owned by Receiver and locomotives or crews are released, after the expiration of twenty-four (24) hours free time, such shipments will be assessed trip delay charges of [REDACTED] per Car per day or fraction thereof.

12.4 Frozen Solid Fuel Provisions for Unit Train Shipments. Frozen Solid Fuel and other Solid Fuel shall be addressed as provided for and subject to the provisions and charges in Item 2000A, CSXT Tariff-8200

12.5 Adjustment of Charges. The charges described in this Article are Carriers' standard charges for Unit Train shipments of Solid Fuel 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 of Solid Fuel and so advises Receiver.

ARTICLE XIII

PERFORMANCE GUARANTEE

13.1 Guaranteed Trip Times. As long as Receiver qualifies under the requirements of Section 13.5 hereof, Carriers will on average over each Contract Year during the term of this Contract, transport Unit Trains furnished by Receiver in a round-trip from Destination to an Origin in the Origin districts listed below and return to

the prior year not to exceed a cap of [REDACTED] per ton per cycle. The cost to be used for that year is the lowest obtained by Receiver for acceptable Open Top Rapid Discharge cars meeting OT-5 and FRA minimum standards.

13.5 Requirements. This Article XIII shall only apply:

- (a) With respect to Origins which are certified by CSXT as being equipped and able to load Unit Trains in four hours or less.
- (b) In such quarters for which Receiver provides CSXT with Rail Direct Shipment Trip Time reports within fifteen (15) days after the end of each month in such quarter.
- (c) With respect to Unit Trains carrying the applicable Minimum Trainload Weight.

All Rail Direct Shipment Trip Time Reports shall be sent by Receiver to the following addresses:

- (1) Director - Coal Service Operations CSX Transportation, Inc.
3019 Warrington Street - J500
Jacksonville, FL 32254
- (2) Manager of Operations
Florida Northern Railroad Company, Inc.
P. O. Box 967
3001 Orange Avenue
Plymouth, FL 32768-0967

Appendix A

ORIGIN RATE
DISTRICTS AS
DEFINED IN FREIGHT
TARIFF CSXT 8200

RECEIVER
OWNED EQUIPMENT
95 ALUMINUM CAR
MIN. TRAIN LOAD

2/1/2005
RATE LEVELS per/TON

HAZARD/ELKHORN	[REDACTED]
JELICO MIDDLESBORO/HARLAN	[REDACTED]
SWVA	[REDACTED]
CLINCHFIELD	[REDACTED]
BIG SANDY	[REDACTED]
KANAWHA	[REDACTED]

RATES APPLY FROM CARRIER ORIGINS AS LISTED IN TARIFF CSXT-8200-
SERIES.

RATES ARE SUBJECT TO THE ADJUSTMENT PROVISIONS CONTAINED IN ARTICLE
VIII.

THE ABOVE RATES APPLY TO SHIPMENTS LOADED AT CARRIER-APPROVED, FOUR
(4) HOUR LOADING FACILITIES AT THE APPLICABLE ORIGINS. WHEN SHIPMENTS
ARE LOADED AT OTHER FACILITIES, THE FOLLOWING ADDITIONAL AMOUNTS SHALL
APPLY:

INCREASE	RATE DISTRICT
[REDACTED] PER TON	JELICO-MIDDLESBORO AND HARLAN
[REDACTED] PER TON	HAZARD AND ELKHORN
[REDACTED] PER TON	CLINCHFIELD
[REDACTED] PER TON	BIG SANDY (A) (B)
[REDACTED] PER TON	KANAWHA

REDACTED

PEF-07FL-002176

OPC'S 2nd POD ~~#3~~ #4



Progress Energy

December 16, 2005

Florida Northern Railroad Company, Inc.
P. O. Box 967
3001 Orange Ave.
Plymouth, FL 32768-0967
Attention: Vice President & General Manager

Re: Assignment and Assumption Agreement

Dear Sir or Madam:

Progress Fuels Corporation ("PFC") and Florida Northern Railroad Company ("FNR") and CSX Transportation, Inc. ("CSX") are parties to a Solid Fuel Transportation Agreement ("Agreement") whereby FNR and CSX will provide transportation services for PFC effective February 1, 2005 through [REDACTED]. Pursuant to ARTICLE XXI of the Agreement this letter is to serve as notice that PFC has assigned the Agreement to its affiliate Progress Energy Florida, Inc. ("PEF") effective January 1, 2006. PEF is an investor-owned utility with an investment grade rating and is a wholly-owned subsidiary of Progress Energy, Inc.

For your convenience, a copy of the Assignment and Assumption Agreement is enclosed. If you have questions regarding this assignment, please contact me at 919.546.5205.

Yours truly,

Annah T. Michaux
Senior Contract Administrator



Progress Energy

December 16, 2005

CSX Transportation, Inc.
500 water Street J842
Jacksonville, FL 32202
Attention: Director Utility - Coal

Re: Assignment and Assumption Agreement

Dear Sir or Madam:

Progress Fuels Corporation ("PFC") and Florida Northern Railroad Company ("FNR") and CSX Transportation, Inc. ("CSX") are parties to a Solid Fuel Transportation Agreement ("Agreement") whereby FNR and CSX will provide transportation services for PFC effective February 1, 2005 through [REDACTED]. Pursuant to ARTICLE XXI of the Agreement this letter is to serve as notice that PFC has assigned the Agreement to its affiliate Progress Energy Florida, Inc. ("PEF") effective January 1, 2006. PEF is an investor-owned utility with an investment grade rating and is a wholly-owned subsidiary of Progress Energy, Inc.

For your convenience, a copy of the Assignment and Assumption Agreement is enclosed. If you have questions regarding this assignment, please contact me at 919.546.5205.

Yours truly,

A handwritten signature in cursive script that reads "Annah T. Michaux".

Annah T. Michaux
Senior Contract Administrator

Progress Energy Service Company, LLC
P.O. Box 1551
Raleigh, NC 27602

PEF-07FL-002178



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

03/11/07

20007966

34N041

16

PAGE 1 OF 1

WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPER INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
DEST: RED LEVEL JCT		FL							
ORIGIN: GOFF			KY SHIPPER: MASSEY COAL SALES INC						
869303	03/01/07	20006603	CSXT83341	F130	089				PT
						SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
							1		
ORIGIN: RESOURCE			KY SHIPPER: B & W RESOURECES INC.						
802282	03/02/07	20004737	CSXT83341	F123	095				PT
						SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
							1		
ORIGIN: MOUSIE			KY SHIPPER: CONSOLIDATION COAL CO OF KY						
908915	03/06/07	20006602	CSXT83341	F137	090				PT
						SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
							1		

REF-07FL-002181

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

MIKE SHAPPER
P. O. BOX 44053
JACKSONVILLE FL 32231-4053
(904) 279-5060

REMIT TO:
CSXT N/A 011687
P.O. BOX 532652
ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
3	03/11/07	03/26/07	



"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

03/04/07

19924276

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	PRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE	
DEST: RED LEVEL JCT		FL								
ORIGIN: SCOTTS BRANCH			KY SHIPPER: MC MINING INC							
966859	03/03/07	19922701		CSXT83341	F135	095			PT	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1		
ORIGIN: SYLVESTER			WV SHIPPER: MASSEY COAL SALES CO							
819071	02/28/07	19922699		CSXT83341	F129	094			PT	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1		
ORIGIN: DAMRON FORK			KY SHIPPER: CAM KY LLC.							
934681	03/03/07	19916670	084917	CSXT83341	F119	095			PT	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1		

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

MIKE SHAPPER
P. O. BOX 44053
JACKSONVILLE FL 32231-4053
(904) 279-5060

REMIT TO:
CSXT N/A 011687
P.O. BOX 532652
ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
3	03/04/07	03/19/07	

PEF-07FL-002182



"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

03/07/07

19959903

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: SCOTTS BRANCH KY SHIPPER: MC MINING INC

872244	03/05/07	19959736		CSXT83341	F136	094			PT	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1		

ORIGIN: SYLVESTER WV SHIPPER: MASSEY COAL SALES CO

873606	03/07/07	19957838		CSXT83341	F151	094			PT	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1		

ORIGIN: MOUSIE KY SHIPPER: CONSOLIDATION COAL CO OF KY

979768	02/23/07	19959730		CSXT83341	F134	095			PT	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1		

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

MIKE SHAPPER
 P. O. BOX 44053
 JACKSONVILLE FL 32231-4053
 (904) 279-5060

REMIT TO:
 CSXT N/A 011687
 P.O. BOX 532652
 ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
3	03/07/07	03/22/07	

PEF-07EL-002183



"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

02/25/07

19829227

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
DEST: RED LEVEL JCT		FL							
ORIGIN: RESOURCE		KY SHIPPER: B & W RESOURECES INC.							
885700	02/19/07	19825957		CSXT83341	F117	095			PT
990765	02/22/07	19825958		CSXT83341	F120	094			PT
				SUBTOTALS		# ITEMS	NET TONS	AMOUNT DUE	
						2			
ORIGIN: SCOTTS BRANCH		KY SHIPPER: MC MINING INC							
862945	02/22/07	19827834		CSXT83341	F122	094			PT
				SUBTOTALS		# ITEMS	NET TONS	AMOUNT DUE	
						1			
ORIGIN: DAMRON FORK		KY SHIPPER: CAM KY LLC.							
864188	02/23/07	19827856	084917	CSXT83341	F118	094			PT
				SUBTOTALS		# ITEMS	NET TONS	AMOUNT DUE	
						1			
ORIGIN: MOUSIE		KY SHIPPER: CONSOLIDATION COAL CO OF KY							
942876	02/19/07	19827829		CSXT83341	F133	093			PT

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

PEF-07FL-002184



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

02/25/07

19829227

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
DEST: RED LEVEL JCT		FL							
ORIGIN: MOUSIE			KY SHIPPER: CONSOLIDATION COAL CO OF KY						

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1		

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

MIKE SHAPPER
 P. O. BOX 44053
 JACKSONVILLE FL 32231-4053
 (904) 279-5060

REMIT TO:
 CSXT N/A 011687
 P.O. BOX 532652
 ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
5	02/25/07	03/12/07	

PEF-07FL-002185



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

02/21/07

19781870

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
DEST: RED LEVEL JCT		FL							
ORIGIN: RAVEN			KY SHIPPER: ICG KNOTT COUNTY, LLC						
955655	01/16/07	19780090		CSXT83341	F105	092			PT
902472	02/04/07	19780089		CSXT83341	F109	095			PT

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	2		

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

MIKE SHAPPER
 P. O. BOX 44053
 JACKSONVILLE FL 32231-4053
 (904) 279-5060

REMIT TO:
 CSXT N/A 011687
 P.O. BOX 532652
 ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
2	02/21/07	03/08/07	

PEF-07FL-002186





"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

02/18/07

19749287

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	PRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE	
DEST: RED LEVEL JCT		FL								
ORIGIN: YELLOW CREEK		KY SHIPPER: ENTERPRISE MINING LLC								
912767	01/02/07	19746816		CSXT83341	F065	097	[REDACTED]	[REDACTED]	PT [REDACTED]	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1	[REDACTED]	[REDACTED]
ORIGIN: SCOTTS BRANCH		KY SHIPPER: MC MINING INC								
856782	02/18/07	19742497		CSXT83341	F116	090	[REDACTED]	[REDACTED]	PT [REDACTED]	
925304	01/07/07	19748338		CSXT83341	F079	093	[REDACTED]	[REDACTED]	PT [REDACTED]	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								2	[REDACTED]	[REDACTED]
ORIGIN: SYLVESTER		WV SHIPPER: MASSEY COAL SALES CO								
961877	02/01/07	19748336		CSXT83341	F095	095	[REDACTED]	[REDACTED]	PT [REDACTED]	
856726	02/18/07	19742495		CSXT83341	F128	095	[REDACTED]	[REDACTED]	PT [REDACTED]	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								2	[REDACTED]	[REDACTED]
ORIGIN: DAMRON FORK		KY SHIPPER: CAM KY LLC.								
862785	01/31/07	19748340	084917	CSXT83341	F096	091	[REDACTED]	[REDACTED]	PT [REDACTED]	
866426	02/03/07	19748341	084917	CSXT83341	F097	094	[REDACTED]	[REDACTED]	PT [REDACTED]	
PROGRESS FUELS CORP ATTN JON PUTNAM EB 10A 410 SOUTH WILMINGTON STREET RALEIGH NC 27601-1849										

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"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

02/14/07

19703440

34N041 195

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
DEST: RED LEVEL JCT		FL							
ORIGIN: GOFF			KY SHIPPER: MASSEY COAL SALES INC						
957054	02/12/07	19701431		CSXT83341	F125	094	[REDACTED]	[REDACTED]	PT [REDACTED]
SUBTOTALS							# ITEMS 1	NET TONS [REDACTED]	AMOUNT DUE [REDACTED]
ORIGIN: SCOTTS BRANCH			KY SHIPPER: MC MINING INC						
891859	02/03/07	19701428		CSXT83341	F108	092	[REDACTED]	[REDACTED]	PT PW [REDACTED]
TOTAL CHARGES							[REDACTED]	[REDACTED]	[REDACTED]
818623	02/13/07	19701427		CSXT83341	F114	092	[REDACTED]	[REDACTED]	PT [REDACTED]
SUBTOTALS							# ITEMS 2	NET TONS [REDACTED]	AMOUNT DUE [REDACTED]
ORIGIN: SYLVESTER			WV SHIPPER: MASSEY COAL SALES CO						
850413	02/09/07	19703253		CSXT83341	F124	091	[REDACTED]	[REDACTED]	PT PW [REDACTED]
TOTAL CHARGES							[REDACTED]	[REDACTED]	[REDACTED]
850965	02/12/07	19703254		CSXT83341	F126	091	[REDACTED]	[REDACTED]	PT PW [REDACTED]
TOTAL CHARGES							[REDACTED]	[REDACTED]	[REDACTED]
909989	02/12/07	19703255		CSXT83341	F127	090	[REDACTED]	[REDACTED]	PT [REDACTED]

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

PEF-07FL-002188



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

02/14/07

19703440

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: SYLVESTER WV SHIPPER: MASSEY COAL SALES CO

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	3		

ORIGIN: DAMRON FORK KY SHIPPER: CAM KY LLC

908281	02/11/07	19701432	084917	CSXT83341	F113	094			
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		PT	
		PW	
TOTAL CHARGES			

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1		

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

MIKE SHAPPER
 P. O. BOX 44053
 JACKSONVILLE FL 32231-4053
 (904) 279-5060

REMIT TO:
 CSXT N/A 011687
 P.O. BOX 532652
 ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
7	02/14/07	03/01/07	

- see attached

PEF-07FL-002189



"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

02/11/07

19667395

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: SCOTTS BRANCH KY SHIPPER: MC MINING INC

849608	02/08/07	19666260		CSXT83341	F112	087	[REDACTED]	[REDACTED]	PT [REDACTED]
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SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

ORIGIN: DAMRON FORK KY SHIPPER: CAM KY LLC

823269	02/08/07	19666282		CSXT83341	F111	091	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

PEF-07FL-002190

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

MIKE SHAFFER
 P. O. BOX 44053
 JACKSONVILLE FL 32231-4053
 (904) 279-5060

REMIT TO:
 CSXT N/A 011687
 P.O. BOX 532652
 ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
2	02/11/07	02/26/07	[REDACTED]

re fund: [REDACTED] - see attached
 [REDACTED] - see attached
 [REDACTED]



CSX Transportation Accounts Payable S/C J682
 P.O. Box 44057
 Jacksonville, FL 32231-4057

DO NOT FORWARD

00455 - RAIL

PROGRESS FUELS CORP
 410 S WILMINGTON ST
 MAIL STOP PEB 10A
 RALEIGH, NC 27601



ADDRESS INQUIRES TO:
 MANAGER - ACCOUNTS PAYABLE S/C J682
 P.O. BOX 44057, JACKSONVILLE, FL 32231-4057

For Payment of Invoices Or
 Items Listed Below

Payee Number: 1095757 4052048
 Date: 02-06-07
 Check No.: 9125931
 Check Amount: [REDACTED]

ADJUSTMENT CODES

- 1 - FREIGHT ALLOWANCE
- 2 - SHIPPING CHARGES
- 3 - TAX
- 4 - MISC
- 5 - CAN G.S.T.
- 6 - CREDIT
- 7 - FREIGHT CHARGE
- 8 - STOCK ADJ.
- 9 - DISCOUNT

INVOICE NUMBER	PURCHASE ORDER	GROSS AMOUNT	ADJUSTMENT AMOUNT	CODE	NET AMOUNT	INVOICE NUMBER	PURCHASE ORDER	GROSS AMOUNT	ADJUSTMENT AMOUNT	CODE	NET AMOUNT
YOUR FILE REFERENCE NUMBER: 784P EFFECTIVE JULY 1, 1992 - ADDRESS INQUIRIES TO: OVERCHARGE CLAIMS 6735 SOUTHPOINT DR IS JACKSONVILLE, FL 32216/6177 TELEPHONE INQUIRIES TO: (904) 279-5621 ATTN JON PUTNAM REFUND DUE ACCOUNT RATES LOADED IMPROPERLY IN SYSTEM. CAR S RATED AS RAIL LEASE CARS SHOULD HAVE BEEN SHIPPER CAR RATE 020350-00											
		[REDACTED]			[REDACTED]						



ORIGINAL CHECK HAS A COLORED BACKGROUND WITH A MICRO-PRINTED WARNING BAND

CSX TRANSPORTATION, INC.

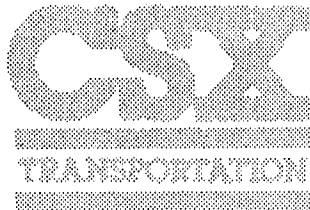
52-153/112

Payee Number
4052048

Date
FEBRUARY 06, 2007

Check Number
9125931

Pay To The Order Of
 PROGRESS FUELS CORP
 410 S WILMINGTON ST
 MAIL STOP PEB 10A
 RALEIGH, NC 27601



\$ *** [REDACTED]

After 60 Days

CREDIT

[Signature]

Chief Financial Officer

FLEET MAINE
 SOUTH PORTLAND, ME

EXPLANATION OF AD

PEF-07FL-002191

CATED ON REVERSE SIDE





"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

02/07/07

19621868

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: FANCO WV SHIPPER: MAGNUM COAL

807750	01/03/07	19621662	CSXQ83341	F068	094	[REDACTED]	[REDACTED]	[REDACTED]	PT PW	[REDACTED]
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TOTAL CHARGES

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

ORIGIN: RESOURCE KY SHIPPER: B & W RESOURECES INC.

801412	01/12/07	19620949	CSXQ83341	F100	096	[REDACTED]	[REDACTED]	[REDACTED]	PT PW	[REDACTED]
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TOTAL CHARGES

880564	01/20/07	19620950	CSXQ83341	F101	096	[REDACTED]	[REDACTED]	[REDACTED]	PT PW	[REDACTED]
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TOTAL CHARGES

885960	01/26/07	19620951	CSXQ83341	F102	095	[REDACTED]	[REDACTED]	[REDACTED]	PT PW	[REDACTED]
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TOTAL CHARGES

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	3	[REDACTED]	[REDACTED]

ORIGIN: SCOTTS BRANCH KY SHIPPER: MC MINING INC

926619	01/08/07	19621670	CSXQ83341	F080	095	[REDACTED]	[REDACTED]	[REDACTED]	PT PW	[REDACTED]
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TOTAL CHARGES

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

PEF-07FL-002192



"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

02/07/07

19621868

34N041

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PAGE 2 OF 5

WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: SCOTTS BRANCH KY SHIPPER: MC MINING INC

838085	01/10/07	19621667		CSXQ83341	F081	094	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

964871	01/13/07	19621672		CSXQ83341	F082	096	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

871001	01/16/07	19621668		CSXQ83341	F083	094	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

958414	01/19/07	19621671		CSXQ83341	F084	095	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

975672	01/25/07	19621673		CSXQ83341	F085	094	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

811179	01/05/07	19621666		CSXQ83341	F078	095	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

989375	01/29/07	19621674		CSXQ83341	F086	095	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

919336	01/31/07	19621669		CSXQ83341	F107	091	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

PEF-07FL-002193



"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

02/07/07

19621868

34N041

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: SCOTTS BRANCH KY SHIPPER: MC MINING INC

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
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9

ORIGIN: SYLVESTER WV SHIPPER: MASSEY COAL SALES CO

856518	12/31/06	19621657	CSXQ83341	F076	095			PT	
853236	01/22/07	19621656	CSXQ83341	F091	091			PT PW	
									TOTAL CHARGES
940428	01/22/07	19621661	CSXQ83341	F092	092			PT PW	
									TOTAL CHARGES
913332	01/25/07	19621659	CSXQ83341	F093	088			PT PW	
									TOTAL CHARGES
860100	01/28/07	19621658	CSXQ83341	F094	092			PT PW	
									TOTAL CHARGES

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
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5

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

PEF-07FL-002194



"BE THE BEST"

SUMMARY FREIGHT BILLING ORIGINAL BILL

02/07/07

19621868

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WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT EN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: SYLVESTER WV SHIPPER: MASSEY COAL SALES INC

915693	01/05/07	19621660		CSXQ83341	F090	094	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

ORIGIN: SIGMON KY SHIPPER: BIG ELK MINING

935342	01/17/07	19620948	11501	CSXQ83341	F098	093	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

822246	02/06/07	19619692	11501	CSXQ83341	F110	093	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	2	[REDACTED]	[REDACTED]

ORIGIN: DAMRON FORK KY SHIPPER: CAM KY LLC

900447	01/11/07	19621676	084917	CSXQ83341	F103	094	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

995939	01/12/07	19621677	084917	CSXQ83341	F104	093	[REDACTED]	[REDACTED]	PT PW [REDACTED]
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TOTAL CHARGES [REDACTED]

PROGRESS FUELS CORP
 ATTN JON PUTNAM EB 10A
 410 SOUTH WILMINGTON STREET
 RALEIGH NC 27601-1849

PEF-07FL-002195



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

02/07/07

19621868

34N041

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PAGE 5 OF 5

WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
DEST: RED LEVEL JCT		FL							
ORIGIN: DAMRON FORK			KY SHIPPER: CAM KY LLC						

SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	2	[REDACTED]	[REDACTED]

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

MIKE SHAFFER
P. O. BOX 44053
JACKSONVILLE FL 32231-4053
(904) 279-5060

REMIT TO:
CSXT N/A 011687
P.O. BOX 532652
ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
23	02/07/07	02/22/07	[REDACTED]

see attached

PEF-07FL-002196



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

01/28/07

19496893

34N041

9

PAGE 1 OF 1

WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
DEST: RED LEVEL JCT		FL							
ORIGIN: SIGMON			KY SHIPPER: BIG ELK MINING						

938133	01/20/07	19491311	11501	CSXT83341	F099	095	[REDACTED]	[REDACTED]	PT [REDACTED]
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SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

TIM LEAHY
P. O. BOX 44053
JACKSONVILLE FL 32231-4053
(904) 279-5055

REMIT TO:
CSXT N/A 011687
P.O. BOX 532652
ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
1	01/28/07	02/12/07	[REDACTED]

PEF-07FL-002197



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

01/10/07

19283433

34N041

140

PAGE 1 OF 1

WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: GOFF KY SHIPPER: MASSEY COAL SALES

856749	01/01/07	19283254		CSXT83341	F071	095	[REDACTED]	[REDACTED]	PT [REDACTED]	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1	[REDACTED]	[REDACTED]

ORIGIN: MOUSIE KY SHIPPER: CONSOLIDATION COAL CO OF KY

973750	12/30/06	19283253		CSXT83341	F061	094	[REDACTED]	[REDACTED]	PT [REDACTED]	
							SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
								1	[REDACTED]	[REDACTED]

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

TIM LEAHY
P. O. BOX 44053
JACKSONVILLE FL 32231-4053
(904) 279-5055

REMIT TO:
CSXT N/A 011687
P.O. BOX 532652
ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
2	01/10/07	01/25/07	[REDACTED]

PEF-07FL-002198



CSX TRANSPORTATION
 CUSTOMER ACCOUNTING DEPT
 P. O. BOX 44053
 JACKSONVILLE FL 32231-4053

ORIGINAL FREIGHT BILL

PAGE NO:01

FINANCE CHARGE 12%/YEAR ON
 BILLS PAID AFTER DUE DATE

DIRECT QUESTIONS TO:
 MIKE SHAFFER
 904-279-5060

MAIL PAYMENTS TO:
 CSXT N/A 011687
 P.O. BOX 532652
 ATLANTA GA 30353-2652

DUE DATE AMOUNT DUE
 03/14/07 235461.53

FAX NUMBER: (904) 279-5085

FREIGHT BILL NO: 19847966 DATE: 02/27/07

CAR	KIND	LENGTH	CAPACITY	HEIGHT	BILLING	WAYBILL	BILL OF LADING		
					ROAD	NUMBER	DATE	NUMBER	DATE
FLCX	098170	K340	4200		712	962229	02/27/07	F121	02/27/07

ROUTE	SHIPPER	PRICE	SHIPPING	
	INVOICE	AUTHORITY	STCC	METHOD
CSXT	11501	CSXT 83341	1121295	COLLECT

SHIPPER	CONSIGNEE
LITTLE ELK MINING LLC 1051 MAIN ST. SUITE 100 SIGMON KY 25541	M1YE00 PROGRESS ENERGY RED LEVEL JCT FL 2LURSH

ORIGIN	DESTINATION
042845 SIGMON, KY	068609 RED LEVEL JCT, FL

DESCRIPTION OF ARTICLES	WEIGHT	PCKGS	UNITS	RATE	QL	FREIGHT	ADVANCES	PREPAID
BITUMINOUS COAL FOR OTHER 2X0	BAS20865000	C/L	90		PT	235461.53		

RATE CODE: PT = NET TONS

TOTAL NET TONS: [REDACTED]

EQUIPMENT	KIND	GROSS	TARE	ALLOW	NET	EQUIPMENT	KIND	GROSS	TARE	ALLOW	NET
FLCX	098170	K340	48300		[REDACTED]	FLCX	098168	K340	48200		[REDACTED]
FLCX	098143	K340	48300		[REDACTED]	FLCX	098045	K340	48000		[REDACTED]
FLCX	098144	K340	48300		[REDACTED]	FLCX	098156	K340	48200		[REDACTED]
FLCX	098176	K340	48200		[REDACTED]	FLCX	098011	K340	48100		[REDACTED]
FLCX	098023	K340	48100		[REDACTED]	FLCX	098116	K340	48200		[REDACTED]
FLCX	098006	K340	48200		[REDACTED]	FLCX	098102	K340	49100		[REDACTED]
FLCX	098246	K340	48100		[REDACTED]	FLCX	098001	K340	48200		[REDACTED]
FLCX	098061	K340	48300		[REDACTED]	FLCX	098462	K341	49100		[REDACTED]
FLCX	098177	K340	48300		[REDACTED]	FLCX	098152	K340	48200		[REDACTED]
FLCX	098180	K340	48100		[REDACTED]	FLCX	098195	K340	48300		[REDACTED]
FLCX	098148	K340	48100		[REDACTED]	FLCX	098091	K340	48300		[REDACTED]
FLCX	098235	K340	48300		[REDACTED]	FLCX	098179	K340	48100		[REDACTED]
FLCX	098127	K340	48400		[REDACTED]	FLCX	098228	K340	48300		[REDACTED]
FLCX	098271	K340	48300		[REDACTED]	FLCX	098257	K340	48200		[REDACTED]
FLCX	098150	K340	48200		[REDACTED]	FLCX	098261	K340	48100		[REDACTED]
FLCX	098145	K340	48100		[REDACTED]	FLCX	098032	K340	48200		[REDACTED]

PROGRESS FUELS CORP
 ATTN GINNY MUEHLENDYCK
 200 CENTRAL AVE SUITE 600
 ST PETERSBURG FL 33701



ORIGINAL FREIGHT BILL

FREIGHT BILL NO: 19847966 DATE: 02/27/07

EQUIPMENT KIND	GROSS	TARE	ALLOW	NET	EQUIPMENT KIND	GROSS	TARE	ALLOW	NET
FLCX 098165 K340		48100			FLCX 098151 K340	48300			
FLCX 098081 K340		48200			FLCX 098248 K340	48100			
FLCX 098085 K340		48100			FLCX 000512 K341	49900			
FLCX 098252 K340		48200			FLCX 000173 K341	49200			
FLCX 098210 K340		48300			FLCX 098097 K340	48300			
FLCX 098109 K340		48200			FLCX 000253 K341	49000			
FLCX 098189 K340		48100			FLCX 000143 K341	49300			
FLCX 098232 K340		48400			FLCX 098147 K340	48400			
FLCX 098024 K340		48300			FLCX 098169 K340	48200			
FLCX 098619 K341		49000			FLCX 098074 K340	48200			
FLCX 098202 K340		48100							
FLCX 098016 K340		48400			TOTAL CARS:	90			
FLCX 098066 K340		48200							
FLCX 098076 K340		48100			RATE INFO:				
FLCX 098117 K340		48200			COMM-CLASS: COMMERCIAL				
FLCX 098256 K340		48200			UNIT TRAIN NO: F121				
FLCX 098194 K340		48200							
FLCX 098191 K340		48300							
FLCX 098244 K340		48200							
FLCX 098212 K340		48100							
FLCX 098185 K340		48200							
FLCX 098073 K340		48100							
FLCX 098253 K340		48300							
FLCX 098054 K340		48200							
FLCX 098133 K340		48200							
FLCX 098233 K340		48400							
FLCX 098264 K340		48200							
FLCX 098028 K340		48100							
FLCX 098009 K340		48300							
FLCX 098160 K340		48200							
FLCX 098196 K340		48200							
FLCX 098188 K340		48400							
FLCX 098131 K340		48400							
FLCX 098153 K340		48300							
FLCX 098065 K340		48200							
FLCX 098173 K340		48100							
FLCX 098108 K340		48300							
FLCX 098183 K340		48200							
FLCX 098217 K340		48200							
FLCX 098211 K340		48400							
FLCX 098136 K340		48200							
FLCX 098008 K340		48200							
FLCX 098192 K340		48300							
FLCX 098140 K340		48200							
FLCX 098034 K340		48100							
FLCX 098122 K340		48100							
FLCX 098234 K340		48200							
FLCX 098015 K340		48200							



"BE THE BEST"

SUMMARY FREIGHT BILLING
ORIGINAL BILL

04/15/07

20429898

34N041

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PAGE 1 OF 1

WAYBILL NUMBER	WAYBILL/BL DATE	FRT BILL NUMBER	SHIPPERS INVOICE NUMBER	TARIFF AUTHORITY	UNIT TRAIN	TOTAL # CARS	TOTAL WGT IN TONS	RATE	CHARGE
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DEST: RED LEVEL JCT FL

ORIGIN: GOPP KY SHIPPER: MASSEY COAL SALES

901038	04/11/07	20428082		CSXT83341	F171	095	[REDACTED]	[REDACTED] 9	PT [REDACTED]
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SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

ORIGIN: SYLVESTER WV SHIPPER: MASSEY COAL SALES CO

850358	04/14/07	20428077		CSXT83341	F182	094	[REDACTED]	[REDACTED]	PT [REDACTED]
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SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

ORIGIN: SIGMON KY SHIPPER: BIG ELK MINING

854016	02/15/07	19728566	11501	CSXT83341	F115	096	[REDACTED]	[REDACTED]	PT [REDACTED]
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SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

ORIGIN: MOUSIE KY SHIPPER: CONSOLIDATION COAL CO OF KY

965058	04/12/07	20428078		CSXT83341	F167	095	[REDACTED]	[REDACTED]	PT [REDACTED]
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SUBTOTALS	# ITEMS	NET TONS	AMOUNT DUE
	1	[REDACTED]	[REDACTED]

PROGRESS FUELS CORP
ATTN JON PUTNAM EB 10A
410 SOUTH WILMINGTON STREET
RALEIGH NC 27601-1849

MIKE SHAPPER
P. O. BOX 44053
JACKSONVILLE FL 32231-4053
(904) 279-5060

REMIT TO:
CSXT N/A 011687
P.O. BOX 532652
ATLANTA GA 30353-2652

TOTAL ITEMS	BILL DATE	DUE DATE	AMOUNT DUE
4	04/15/07	04/30/07	[REDACTED]

PEF-07FL-002201

term hereof. Cargo shall be scheduled and transported on a ratable basis, i.e., evenly distributed, over the applicable contract year in single voyage increments of not less than [REDACTED] ST unless a specific voyage quantity of less than [REDACTED] ST is designated by Operator due to Crystal River Channel navigation constraints. In the event Shipper fails, whether or not as a result of a Force Majeure, to make available not less than [REDACTED] ST for any single voyage, or if a quantity of less than [REDACTED] ST must be carried on any specific voyage due to water depth constraints of less than 20 feet mean low water in the Crystal River Channel, Shipper shall pay Operator dead freight for each such voyage at the rate specified in Schedule A attached hereto. The fuel component of the Deadfreight Rates specified in Schedule A shall be adjusted during the contract in accordance with Section 10 of this contract.

8. **Freetime:** Shipper shall have freetime of fourteen (14) weather running hours within which to load each barge and twenty-five (25) weather running hours within which to discharge each barge. Freetime at the Terminal or other load port will commence (i) if berth is open, upon tying up, or (ii) if berth is not open, when NOR has been tendered by Operator while within reasonable proximity to such berth. Freetime at Crystal River will commence (i) if berth and navigation channel are open, upon tying up, or (ii) if berth is not open or the navigation channel is unavailable due to vessel traffic, when NOR has been tendered by Operator while within reasonable proximity to the channel entrance. Shifting from anchorage to berth shall not count as used freetime. For Freetime, demurrage and dispatch calculation purposes, completion of loading is deemed to be when the barge finishes loading and trimming and completion of discharging is deemed to be when the barge is discharged and finishes blade cleaning. Loading and Unloading Logs shall be maintained by Shipper at the Terminal and at the Crystal River Power Plant.
9. **Base Freight Rates and Freight Rate Adjustments:** Freight rates shall be composed of a fixed component and a fuel component. The fixed component must include all charges other than fuel. This component shall remain fixed for the duration of the contract (except as such component may be adjusted pursuant to Section 20). Such charges shall include, but not be limited to, all port charges, line handling charges, wharfage, dockage, taxes, and any other charges associated with the transportation of DBF existing and assessed at the time of entering this contract. Shipper warrants that it does not and shall not assess any such charges at the Discharge Port.

The Base Freight Rate per ST or pro rata portion thereof is set forth in Schedule A hereto. Freight rates for load ports other than the Terminal will be calculated on an equivalent revenue per day basis net of fuel, port and voyage related expenses.

The fuel component of the Base Freight Rate shall be adjusted as specified in Section 10 hereof.

Shipper shall provide at its cost the services of an assist tug permanently stationed at the Crystal River Plant to provide docking, undocking and turning assistance to the Tow as it enters and leaves the Crystal River Plant turning basin and dock. Such tug shall be of sufficient horsepower and size to safely maneuver Tows without exception.

Shipper shall pay Operator freight for the affreightment services provided hereunder at the rates set forth herein. Operator shall prepare and transmit to Shipper by telefax, on the 15th and last day of each month, an invoice for freight for all cargo delivered in the preceding half month and for any dead freight due pursuant to Sections 7 hereof. Shipper shall pay such

invoice within thirty (30) days of receipt of proper invoice. Interest shall accrue and be payable by Shipper on the amount of any freight payment not paid within thirty (30) days at a rate of 1.5% per month until such payment is received by Operator. Cargo weights shall be based on destination draft survey conducted by an independent surveyor consistent with the coal supply agreement held by Shipper.

10. **Fuel Price Adjustment:** For each one (1) percent increase or decrease in the weighted average price for all marine diesel fuel purchased by Operator for Tow in Shipper's service, during the term of this Contract, based on copies of actual invoices and taking into account all discounts or surcharges actually paid ("Fuel Price"), the fuel component of the Base Freight Rate as set forth in Schedule A, attached hereto shall be adjusted by an identical percent increase or decrease. The fuel component of the rates shall be so adjusted on the first day of each calendar quarter, based on the Fuel Price calculated for the calendar quarter preceding the applicable adjustment date as compared to the Base Fuel Price, with the first such adjustment occurring upon tendering of Notice of Readiness for loading of cargo for the first voyage to Crystal River under this contract. The "Fuel Price" for purposes of the first adjustment shall be the actual price paid by the Operator for fuel used for the first voyage to Crystal River. The Operator shall accumulate fuel invoices for the remainder of the initial quarter of operations for purposes of calculating the adjustment of the fuel component to be effective July 1, 2005. For purposes of this Contract, the Base Fuel Price is \$1.00.

11. Transportation Services and Utilization:

- a. **Transportation Services.** Shipper will employ and utilize Operator's tow on a full time and continuous basis throughout the term of this contract for the purpose of transporting [REDACTED] ST to [REDACTED] ST of DBF per year from the Terminal to Crystal River Plant. Shipper shall make the DBF cargo available and Operator shall transport such cargo on a ratable basis in single voyage increments of not less than [REDACTED] ST., subject to the provisions of Paragraph 7 herein. In the event that the quantity of DBF actually made available for loading by the Shipper fails to fully and continuously employ Operator's Tow at any time during the term of the contract, Operator's Tow shall be deemed underutilized and Operator shall be entitled to receive additional compensation in accordance with subparagraph 11(c).
- b. **Other Employment.** If Shipper notifies Operator in advance that the quantity of DBF to be actually made available for loading by the Shipper in any contract year, or any portion thereof, will fail to fully and continuously employ Operator's Tow in accordance with the Shipper's obligations under subparagraph (a) during the period, Operator shall have the right, but not the obligation, to seek alternative employment for its Tow in its sole discretion. In the event that Operator elects to engage in alternative employment, revenue earned by Operator in connection therewith shall be considered as revenue earned in other employment for the purposes of calculating Time Charter Equivalent within the meaning of subparagraph (c) below.
- c. **Underutilization.** In the event the amount of DBF cargo tonnage actually loaded by Shipper results in underutilization of Operator's Tow, as set forth in subparagraph (a), Shipper will pay Operator [REDACTED] per 24 hours, or pro rata portion thereof, for such time as Tow is underutilized due to lack of DBF cargo tonnage, less i) actual TCE (as defined below) earned by Operator's Tow during such period of underutilization and, ii) dead freight, if any, paid pursuant to Section 7 hereof. Time Charter Equivalent ("TCE") as

used herein shall mean gross revenue earned by Operator's Tow in other employment, less fuel and lube and voyage costs incurred by Operator's Tow in such other employment, divided by the number of days that Operator's Tow is employed in such other employment. In the event that actual TCE earned by Operator's Tow during such period of underutilization, together with dead freight paid pursuant to Section 7 hereof during such period, exceeds \$13,920 per 24 hours for such period, Operator shall have no obligation to make any payment to Shipper with respect to such excess. Payment for underutilization shall be calculated on a quarterly basis. Within thirty (30) days after the end of each calendar quarter, Operator shall review the voyages completed during such quarter, determine the payment for underutilization due from Shipper hereunder, if any, and prepare and transmit to Shipper by telefax or electronic mail an invoice for such quarter reflecting the time that Tow was underutilized due to lack of DBF cargo tonnage and charging Shipper for any such time not offset by TCE and dead freight, as provided in this Section. Shipper shall pay such invoice to the account specified herein for payments within thirty (30) days of receipt of proper invoice.

12. **Demurrage and Dispatch:** In the event that loading and/or discharging the Tow is not completed within the freetime allowed herein through no fault of Operator or the Tow, demurrage shall accrue for all time used in excess of allowed freetime, and Shipper shall pay Operator for the Tow at the Demurrage Rate, per hour or portion thereof, as set forth in Schedule A. In the event that loading and/or discharging the Tow is completed within the freetime allowed herein, dispatch shall accrue for all allowed freetime not used, and Operator shall provide Shipper with a credit against demurrage accrued hereunder for such dispatch at the Demurrage Rate.

Demurrage and dispatch shall be calculated on a quarterly basis. Within thirty (30) days after the end of each contract quarter, Operator shall review the voyages completed during such contract quarter, determine the demurrage and dispatch accrued, and prepare and transmit to Shipper by telefax or electronic mail a cumulative demurrage invoice for such voyages reflecting the demurrage or dispatch accrued on each such voyage and charging Shipper for any demurrage not offset by dispatch at the Demurrage Rate. Shipper shall pay such invoice to the account specified herein for payments within thirty (30) days of receipt of proper invoice.

The Demurrage Rate set forth in Schedule A attached hereto shall remain fixed during the term of this Contract.

13. **Payments.** Payments required by Shipper hereunder shall be made by wire transfer to the account as styled below:

Sun National Bank
1701 Market St. Philadelphia, Pa. 19103


EMI-PA, Inc.

14. **Notice of Readiness:** The master of the Tow shall provide Notice of Readiness (NOR) to Shipper's Representative upon (i) tying up, or if berth is unavailable, (ii) anchoring, as close thereto as the Tow can safely approach, at the Terminal for loading or at the Crystal River Plant for discharging, as applicable; in writing, by telefax; by radio or by telephone. NOR

Schedule A
Rates

Base Freight Rates (\$/ST)	<u>Fixed</u>	<u>Fuel</u>	<u>Total</u>
New Orleans International Marine Terminals	[REDACTED]	[REDACTED]	[REDACTED]
Mobile	[REDACTED]	[REDACTED]	[REDACTED]
Demurrage Rate (\$/Hour)	[REDACTED]		
Dead Freight Rates (\$/ST)			
New Orleans	[REDACTED]	[REDACTED]	[REDACTED]
Mobile	[REDACTED]	[REDACTED]	[REDACTED]



Progress Energy

December 16, 2005

EMI-PA, Inc.
2081 Stewart Ave.
Hatfield, PA 19440
Attention: President

Re: Assignment and Assumption Agreement

Dear Sir or Madam:

Progress Fuels Corporation ("PFC") and EMI-PA, Inc. ("EMI") are parties to an Affreightment Contract ("Contract") whereby EMI will provide transportation services for PFC effective April 1, 2005 for 5 years. Pursuant to Section 29 of the Contract this letter is to serve as notice that PFC has assigned the Agreement to its affiliate Progress Energy Florida, Inc. ("PEF") effective January 1, 2006. PEF is an investor-owned utility with an investment grade rating and is a wholly-owned subsidiary of Progress Energy, Inc.

For your convenience, a copy of the Assignment and Assumption Agreement is enclosed. If you have questions regarding this assignment, please contact me at 919.546.5205.

Yours truly,

Annah T. Michaux
Senior Contract Administrator

Progress Energy Service Company, LLC
P.O. Box 1551
Raleigh, NC 27602

PEF-07FL-002216



Progress Energy

December 16, 2005.

Palmer Biezup & Henderson LLP
Suite 956, Independence Mall West
620 Chestnut Street
Philadelphia, PA 19106
Attention: Mr. Frank P. DeGiulio

Re: Assignment and Assumption Agreement

Dear Mr. DeGiulio:

Progress Fuels Corporation ("PFC") and EMI-PA, Inc. ("EMI") are parties to an Affreightment Contract ("Contract") whereby EMI will provide transportation services for PFC effective April 1, 2005 for 5 years. Pursuant to Section 29 of the Contract this letter is to serve as notice that PFC has assigned the Agreement to its affiliate Progress Energy Florida, Inc. ("PEF") effective January 1, 2006. PEF is an investor-owned utility with an investment grade rating and is a wholly-owned subsidiary of Progress Energy, Inc.

For your convenience, a copy of the Assignment and Assumption Agreement is enclosed. If you have questions regarding this assignment, please contact me at 919.546.5205.

Yours truly,

A handwritten signature in cursive script that reads "Annah T. Michaux".

Annah T. Michaux
Senior Contract Administrator

Progress Energy Service Company, LLC
P.O. Box 1551
Raleigh, NC 27602

PEF-07FL-002217

of law, in equity or otherwise, howsoever arising, for any damages, costs of repair, claims, liabilities, losses, suits or other costs incurred by or inflicted to the Tow, arising out of or related to the Limestone Services. Operator hereby agrees to indemnify, defend and hold harmless Shipper and its parent, subsidiary and affiliate companies from and against any and all claims, suits, losses, costs and expense arising out of or in any way related to the Limestone Service.

Shipper acknowledges and agrees that Operator's employment of the Tow in the Limestone Service shall not effect, reduce or otherwise limit Shipper's obligations under this Contract, including but not limited to Shipper's obligations under Section 11(a), and shall not be considered "other employment" or "alternative employment" for the purpose of calculating Underutilization compensation payable under Section 11(c)."

3. The Parties mutually agree that the fourth full paragraph of Section 9 of the DBF Contract ("Base Freight Rates and Freight Rate Adjustments") is deleted in its entirety and shall be henceforth replaced by the following language:

"Shipper shall provide at its cost the services of an assist tug permanently stationed at Crystal River to provide docking, undocking and turning assistance to the Tow for arrival to and exit from the Crystal River Plant turning basin and dock. To the extent that and for any period that any Limestone Services are being provided to Holcim when allowed in accordance with the terms and conditions of this Contract, Shipper shall also provide the services of such assist tug for shifting from the Crystal River Plant dock to the limestone dock at the Holcim Plant ("Limestone Dock") and for departure from the Limestone Dock. Such tug shall be of sufficient horsepower and size to safely maneuver the Tow without exception."

4. The Parties mutually agree that Section 9 of the DBF Contract ("Base Freight Rates and Freight Rate Adjustments") is hereby amended to include the following additional paragraph as the final paragraph of Section 9, which shall apply henceforth for all purposes under the Agreement:

"The Parties mutually agree that for any period for which the Tow was actually employed in backhaul Limestone Service of any amount, the fixed component of the Base Freight Rates specified in Schedule A to this Contract, as the same may from time to time be modified, amended and/or supplemented, for the immediately preceding front haul voyage under this Contract shall be (i) reduced by [REDACTED] per short ton if the preceding voyage originated

in Mobile, Alabama, and (ii) reduced by [REDACTED] per short ton if the preceding voyage originated at International Marine Terminals. It is understood and agreed that these rate reductions shall apply on a voyage-by-voyage basis and apply if and only if the Tow is actually employed in Limestone Service on a return voyage from the Holcim Plant immediately after completing a voyage to the Crystal River Plant under this Contract. It is further understood and agreed that the foregoing reduction in Base Freight Rates shall be applicable without regard to the actual quantities of cargo transported by Operator during the performance of such Limestone Service for any particular backhaul voyage(s) except as otherwise provided in the immediately next sentence. Notwithstanding the foregoing, in the event that Operator is required or requested to leave the Holcim Plant and/or the Crystal River channel due to weather and/or at the request of Shipper, in either case prior to being fully loaded with limestone from the Holcim Plant, then Operator shall have the right to pro-rate the aforementioned reduction in Base Freight Rates for the front haul voyage under this Contract as set forth in (i) and (ii) of this paragraph based on the number of short tons of limestone actually loaded. The foregoing reduction amounts (as set forth in (i) and (ii) above) are premised upon the assumption that the contract price Holcim will be obligated to pay to Operator for the Limestone Services shall be [REDACTED] per short ton (the "Limestone Price"). In the event that the actual Limestone Price is below [REDACTED] per short ton then Operator shall have the option to (x) continue to provide the Limestone Service and reduce Shipper's Base Freight Rate as provided in (i) and (ii) of this paragraph, or (y) terminate the Limestone Service and aforementioned reductions in Shipper's Base Freight Rate.

5. All other Contract Terms and Conditions Incorporated and Applicable. With the exception of the amendments set forth in Paragraphs 2 through 4 of this Amendment, all other covenants, terms, conditions and warranties of the Agreement shall remain unchanged, shall apply with full force and effect during the original term or Extended Term, as applicable, and are incorporated by reference as if set forth at length herein.
6. Entire Agreement. This Amendment embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and there are no agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter that are not merged herein or superseded hereby. This Amendment may be modified only in writing signed by both Parties.
7. Counterparts. This Amendment may be executed in any number of counterparts each of which shall constitute an original, but all of which, together, shall constitute one fully executed contract.

Contract term with such extension beginning on June 13, 2008 and ending on June 13, 2010 (the "Extended Term"), subject to the terms and conditions set forth herein.

2. Base Freight Rates and Freight Rate Adjustments. For all purposes during the Extended Term the fixed component of the Base Freight Rates specified in Paragraph 9 and Schedule A of the Contract shall be amended to [REDACTED] for tonnage loaded at International Marine Terminal, New Orleans and [REDACTED] for tonnage loaded at Mobile, Alabama, subject to adjustment in accordance with Paragraph 20 of the Contract if applicable.
3. Dead Freight Rates. For all purposes during the Extended Term the fixed component of the Dead Freight Rates specified in Paragraph 7 and Schedule A of the Contract shall be amended to [REDACTED] for tonnage loaded at International Marine Terminal, New Orleans and [REDACTED] for tonnage loaded at Mobile, Alabama.
4. Transportation Services and Underutilization. For all purposes during the Extended Term the underutilization payment rate specified in Paragraph 11(c) of the Contract shall be amended to [REDACTED] per 24 hours.
5. Demurrage and Dispatch. For all purposes during the Extended Term the Demurrage Rate specified in Paragraph 12 and Schedule A of the Contract shall be amended to [REDACTED] per hour.
6. Post-Contract Survey and Final Repairs. The provisions governing the Post-Contract Survey and Final Repairs set forth in Subparagraph 18(c)(2) of the Contract shall apply at the expiration of the Extended Term or at the time of any prior termination of the Contract, whichever occurs first.
7. Schedule A - Amended. Attached hereto and incorporated by reference is "Schedule A - Amended" setting forth the Base Freight Rates, Demurrage and Dead Freight Rates which will apply during the Extended Term.
8. All other Contract Terms and Conditions Incorporated and Applicable. With the exception of the amendments set forth in Paragraphs 2 through 7 of this Agreement, all other covenants, terms, conditions and warranties of the Contract shall remain unchanged, shall apply with full force and effect during the Extended Term, and are incorporated by reference as if set forth at length herein.
9. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and there are no agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter that are not merged herein or superseded hereby. This Agreement may be modified only in writing signed by both Parties.

Schedule A
Rates

Base Freight Rates (\$/ST)	<u>Fixed</u>	<u>Fuel</u>	<u>Total</u>
New Orleans International Marine Terminals	[REDACTED]	[REDACTED]	[REDACTED]
Mobile	[REDACTED]	[REDACTED]	[REDACTED]
Demurrage Rate (\$/Hour)	[REDACTED]		
Dead Freight Rates (\$/ST)			
New Orleans	[REDACTED]	[REDACTED]	[REDACTED]
Mobile	[REDACTED]	[REDACTED]	[REDACTED]

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington St.
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2044

Date: January 6, 2007

Attn: Jon Putnam

TRANSPORTATION OF COAL FROM MOBILE, AL - 3 MILE CREEK -- TO CRYSTAL RIVER

Loading
Date
1/1/07

Load No. CR-62
Tonnage: [REDACTED] Net Tons @ [REDACTED] per Net Ton [REDACTED]

Trip Commenced: 18:00 Hours, December 28, 2006

Vessel: Baltimore
Barge: EMI-1850

TOTAL AMOUNT DUE: [REDACTED]

--- BILLS DUE ON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington Street
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2042

Date: January 2, 2007

Attn: Jon Putnam

Demurrage for Trips completed in the 4th Quarter 2006.
Deliveries of Coal to Crystal River by EMI-PA, Inc.

BALTIMORE AND EMI-1850

Demurrage for all trips completed in the fourth quarter is detailed in the attached demurrage reports (Demurrage report and Notice of Readiness reports)

I. Demurrage Totals

294.08 hours x \$ [redacted] per hr.

- 28.58 Dispatch

265.50 Hours net demurrage @ [redacted] per hr.

263.25

Ⓢ

[redacted] [redacted]

ok J. Bugh / 1/26/07

TOTAL AMOUNT DUE: [redacted]

--- BILL DUE UPON PRESENTATION ---

✓ [redacted] 2.1 - 1800
✓ [redacted] 1800

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [redacted]

Jan 07 →

[redacted] 10/06 account
[redacted] into account
[redacted] do balance
[redacted] from [redacted]

ok to pay 1/22/2007

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington Street
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2043

Date: January 2, 2007

Attn: Jon Putnam

Demurrage / Dispatch for Trips completed in the 4th Quarter 2006.
Deliveries of Coal to Crystal River by EMI-PA, Inc.

HERON AND JONATHAN

DEMURRAGE REPORT ATTACHED

24.33 Hrs. Demurrage x [REDACTED] per hr. = [REDACTED]

TOTAL AMOUNT DUE: [REDACTED]

--- BILL DUE UPON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

OK to pay
①
1/22/2007

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington St.
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2046

Date: January 17, 2007

Attn: Jon Putnam

TRANSPORTATION OF COAL FROM NEW ORLEANS, LA TO CRYSTAL RIVER PLANT

Loading

Date

Load No.

CR-63

1/19/07

Tonnage:

[REDACTED]

Net Tons @

[REDACTED]

per Net Ton

[REDACTED]

Trip Commenced: 09:40 Hours, January 6, 2007

Vessel: Baltimore

Barge: EMI-1850

TOTAL AMOUNT DUE: [REDACTED]

--- BILLS DUE ON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington Street
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2045

Date: January 15, 2007

Attn: Jon Putnam

Invoice for demurrage charges; 3rd Qtr. 2006. Settlement of "Force Majure Event" of 7/23/06 per e-mail from J. Duttlinger to K. James on 1/15/07.

24.92 hours x [redacted] per hour = [redacted]

TOTAL AMOUNT DUE: [redacted]

--- BILL DUE UPON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [redacted]

*OK JBay/
1/22/07*

*OK to pay
[Signature]
1/22/2007*

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington St.
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2047
Date: January 25, 2007

Attn: Jon Putnam

TRANSPORTATION OF COAL FROM NEW ORLEANS, LA TO CRYSTAL RIVER PLANT

Loading

Date
1/20/07

Load No.
Tonnage:

CR-64

Net Tons @ [REDACTED] per Net Ton [REDACTED]

Trip Commenced: 15:15 Hours, January 17, 2007

~~Vessel: Baltimore~~

Barge: EMI-1850

TOTAL AMOUNT DUE: [REDACTED]

--- BILLS DUE ON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington St.
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2048

Date: January 31, 2007

Attn: Jon Putnam

TRANSPORTATION OF COAL FROM MOBIL, AL -- 3 MILE CREEK -- TO CRYSTAL RIVER

Loading

Date
1/27/07

Load No. CR-65

Tonnage: [REDACTED] Net Tons @ [REDACTED] per Net Ton [REDACTED]

Trip Commenced: 08:50 Hours, January 25, 2007

Vessel: Baltimore

Barge: EMI-1850

TOTAL AMOUNT DUE: [REDACTED]

--- BILLS DUE ON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

PEF-07FL-002238

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington St.
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2051
Date: February 22, 2007

Attn: Jon Putnam

TRANSPORTATION OF COAL FROM NEW ORLEANS, LA TO CRYSTAL RIVER PLANT

Loading
Date
2/13/07

Load No. CR-67
Tonnage: [REDACTED] Net Tons @ [REDACTED] per Net Ton

*\$/hr rate
hand discont*

Trip Commenced: 19:45 Hours, February 12, 2007

Vessel: Baltimore
Barge: EMI-1850

TOTAL AMOUNT DUE: [REDACTED]

--- BILLS DUE ON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

REDACTED

PEF-07FL-002242
OPC 2ND POD # 4

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington St.
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2050

Date: February 12, 2007

Attn: Jon Putnam

TRANSPORTATION OF COAL FROM NEW ORLEANS, LA TO CRYSTAL RIVER PLANT

Loading
Date
2/5/07

Load No. CR-66
Tonnage: [REDACTED] Net Tons @ [REDACTED] per Net Ton

[REDACTED] discount e-crane
demurrage mitigation.

Trip Commenced: 04:20 Hours, January 31, 2007

Vessel: Baltimore
Barge: EMI-1850

TOTAL AMOUNT DUE: [REDACTED]

--- BILLS DUE ON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

REDACTED

PEF-07FL-002245
OPC 2ND POD # 4

INVOICE

EMI - PA, INC.
2081 Stewart Drive
Hatfield, PA 19440

Progress Energy Corporation (Florida)
410 South Wilmington St.
Mailcode: PEB 10A: Regulated Back Office
Raleigh, NC 27601

Invoice #: 2053
Date: February 26, 2007

Attn: Jon Putnam

TRANSPORTATION OF COAL FROM NEW ORLEANS, LA TO CRYSTAL RIVER PLANT

Loading

Date
2/26/07

Load No. CR-68

Tonnage: [REDACTED] Net Tons @ [REDACTED] per Net Ton [REDACTED]

Trip Commenced: 20:30 Hours, February 23, 2007

Vessel: Baltimore

Barge: EMI-1850

TOTAL AMOUNT DUE: [REDACTED]

--- BILLS DUE ON PRESENTATION ---

Wire Instructions:

Bank Name: Sun National Bank
Voorhees, NJ
ABA#: 031206420
Account Name: EMI-PA, Inc.
Account Number: [REDACTED]

For purposes of this Article I, Shipper's DBF shall be considered tendered upon its constructive placement in Terminal's fleet.

ARTICLE II: SERVICES, RATES AND INVOICES

A. For domestic DBF, during each contract year of this Agreement, Terminal agrees to provide transfer services including the unloading of the DBF from river barges and transfer either into shore storage and then to sea-going vessel or directly to sea-going vessel, at Shipper's option; and Terminal represents and warrants that it is capable of receiving, transferring and stockpiling DBF in volume and that it is willing to contract to provide the services herein contemplated. Shipper agrees to pay the following throughput rates per net ton of DBF for the above listed services performed by Terminal which are in effect beginning November 1, 2004:

Storage

Direct

B. For import DBF vessels Shipper agrees to pay the following rates per net ton of DBF (all rates include Terminal operations on stand-by and available to receive and discharge barges, when practical, throughout the vessel discharge):

Gearless Vessel

Terminal crane discharge through storage:

*Rate includes unloading DBF with Terminal's crane into river barges, barge chartering, handling, fleetling, shifting, and lashing to side of vessel; draftsmen and supervision to coordinate swap-out of loads/empties at the vessel in a prompt manner so as not to delay the vessel discharge; blade cleaning of vessel holds (inclusive of labor and equipment); later reclaim of DBF to gulf barge.

Gearless Vessel

Terminal crane discharge through CBU direct to gulf barge

*Rate includes all services above. Barges so designated as "direct" must be transferred to gulf barge no later than 48 hours following import vessel completion.

Grab Vessel

Vessel self discharge through storage:

*Rate includes receiving DBF from vessel in river barges; barge chartering, handling, fleetling, shifting, and lashing to side of vessel; draftsmen and supervision to coordinate swap-out of loads/empties at the vessel in a prompt manner so as not to delay the vessel discharge; blade cleaning of vessel holds (inclusive of labor and equipment); later reclaim of DBF to gulf barge. Rate does not include labor or equipment to operate the shipboard cranes.

Grab Vessel

Self discharge through CBU direct to gulf barge:

*Rate includes all services listed above. Barges so designated as "direct" must be transferred to gulf barge no later than 48 hours following import vessel completion.

Conveyor Vessel

Self discharge through inbound hopper through storage:

*Rate excludes any barging and barge services, hold cleaning, crane operations, and all other services not necessary for a vessel conveyor boom discharge direct to and compatible with Terminal's inbound conveyor belt discharge hopper.

Conveyor Vessel

Self discharge direct to gulf barge:

*A direct transfer must be accommodated by placing gulf barge alongside the vessel and discharging directly into it.

Shipper must declare an above rate option for each import vessel at least 15 days prior to each vessel arrival.

C. 1) Rates are fixed for the entire term of the contract. All rates include ground storage fees. Rates do not include sample collection or analysis.

2) Rates include the Plaquemines Port tonnage tax of [REDACTED] per net ton. Terminal is not responsible for any other taxes assessed against the cargo.

3) Rates include dockage, line handling and tug assist for Shipper's gulf barge tows, but not for Shipper's import DBF vessels. Such fees for import vessels will be billed directly to the vessel owner.

4) Rates do not include fleeting charges for Shipper's river barges. These charges will be billed directly to Shipper's river barge carrier. A productivity penalty of [REDACTED] for stacked barge covers will apply and be invoiced to barge carrier.

5) The direct transfer rate is for DBF discharged by Terminal's handling system and immediately loaded to Shipper's outbound tow, bypassing ground storage, but still utilizing Terminal's mechanical sampler, metal collection devices and including blending DBF from ground storage if required.

6) Rates include all fees, taxes, tolls, duties, or port charges applicable to Terminal as of the effective date of this Agreement, except those additional charges as specifically provided herein. Should any government or governmental agency or authority, after the date of this Agreement impose any additional tax, charge, impost, duty, toll, tariff or port charges on cargo or on the use of waterways or water improvements or facilities (herein called "charge", and such charge is not included in any other cost item stated in this paragraph), the base price shall be increased to become effective upon the effective date of any such charge, by the amount

applicable third party. However, Shipper shall remain responsible for prompt payment of such charges if payment is not received within the time frame specified in Article II, 2' above. Terminal will advise Shipper of any problem accounts prior to requesting reimbursement by Shipper for such charges. Terminal will refund to Shipper any charges paid by Shipper which Terminal subsequently collects from such third party.

ARTICLE III: GROUND STORAGE

A. For each contract year of this Agreement, storage will be provided for up to [REDACTED] short tons of DBF distributed in four (4) piles. Additional storage above this limit will be provided as available, for as long as available, at no charge; however, Shipper shall forecast estimated storage volume requirements in advance to provide Terminal with reasonable preparation time to accommodate such excess storage requirements.

B. It is recommended that Shipper inspect the storage area prior to transferring DBF onto the storage pad. Should Shipper fail to inspect the area, the shipment of DBF to be stored on the area will be presumed to have been acceptable to Shipper for such storage

C. Terminal is not required to provide or place a base material on the designated storage pad prior to receipt of Shipper's product. Terminal will make best efforts to place Shipper's DBF on soil cement storage pads. Terminal shall not place Shipper's DBF on a storage pad normally used for petroleum coke. Terminal agrees to keep the storage area leveled and cleared of all foreign material and to keep the storage area drained so as to prevent water from running into or standing around DFB piles.

D. Terminal shall not have liability or responsibility for contamination or commingling of Shipper's product with the base material or storage pad beyond prudent industry standards unless Terminal has placed DBF on a storage area specifically rejected by Shipper.

E. Upon expiration of this Agreement or termination for any reason, Shipper shall have sixty (60) days to vacate the storage area of all product. If product remains after [REDACTED] Shipper shall be assessed storage charges of [REDACTED] per short ton per day.

ARTICLE IV: OPERATIONS

A. All shipments and transfers through Terminal shall be made in accordance with the provisions of this Agreement and the rules, terms and conditions set forth in its Terminal Manual, as may change from time to time. The current manual is made a part of this Agreement as Attachment I. Shipper shall be notified of changes/amendments to the Terminal Manual which shall then become effective for Shipper in the following calendar year; provided, however, that Terminal will not make any changes/amendments to the Terminal Manual that are materially adverse to Shipper. Specific items and provisions referenced in this Agreement shall take precedence over the Terminal Manual.

Terminal provides operations twenty-four (24) hours a day, seven (7) days a week, with no exceptions/exemptions for holidays.

1. Terminal shall have the responsibility to unload barges. In connection with the unloading of the barges, Terminal agrees to exercise reasonable care to avoid damage or other casualty thereto while in Terminal's care, custody, and control. DBF will be delivered in open hopper barges having a maximum width of 35 feet and length of 205 feet.

2. Shipper shall have the responsibility to provide Terminal, in writing, of the loading date of all barges and include in such notification;

- a.) the barge carrier;
- b.) each individual barge number and applicable tonnage;
- c.) the name designation of storage pad or type of DBF;
- d.) the estimated time of arrival (ETA) at Terminal.

3. Terminal will unload DBF from river barges and transfer the DBF into the storage area to subsequently be loaded into sea-going vessels. Alternatively, and at Shipper's instructions, Terminal will directly load DBF from river barges into sea-going vessels. Terminal will provide Shipper an on-going stockpile inventory, reconciling tonnage in and loadings out.

4. Terminal will guarantee discharge of Shipper's river barges which are destined for storage and invoiced at the storage rate at an average of four (4) days after the first 7:00 AM following barges' constructive placement at Terminal's fleet or upon arrival at fleet of Terminal's choice when Terminal has notified carrier that Terminal's fleet is unavailable. "Clean-up" DBF from direct barges or DBF otherwise left in a direct barge that is later discharged to storage will still be considered a "direct" barge and not guaranteed, but such tons will be billed at the storage rate; Terminal will discharge such clean-up DBF to storage within forty-eight (48) hours of vessel completion. Terminal is not responsible for time lost due to cargo quality, Force Majeure, barge seaworthiness, barge suitability or delay caused by lack of written instructions or a change in such instructions about disposition of the barges, or all time following Terminal notification of Terminal fleet availability until arrival time at Terminal's fleet (including transit time) in cases when barges are fleeted at an alternate fleet.

Should Terminal fail to discharge barges within the average time constraint listed above, barge demurrage will be reimbursed by Terminal subject to a maximum of [REDACTED] barge day. Barge demurrage calculations are to be reconciled on a quarterly basis (using barge empty-release dates to determine which quarter a barge falls in) within 60 days of the end of each quarter.

5. Terminal further represents it has adequate and safe berth for barges, and each barge shall be adequately moored while in Terminal's custody and all U.S. Coast Guard regulations shall be complied with.

6. Terminal shall provide and operate a fleet and harbor towboat for the shifting of loaded and empty barges to and from the dock and the mooring area, and the pickup and delivery

of loaded and empty barges at the mooring area from the barge carrier's tow. Terminal requires barge carriers to use Terminal's fleet and harbor towboat in order to ensure an orderly and safe operation.

7. Terminal agrees to provide normal blade cleaning of barges following unloading for re-delivery to Shipper's barge carrier.

8. River barges and their associated handling, fleeting, and shifting services necessary for the discharge of import vessels and not provided under a Terminal full service package shall be for the account of Shipper. Under a full service package, Terminal will acquire sufficient barges to assure continuous vessel unloading. Terminal will request assistance of Shipper to obtain barges if required.

I. Loading of Vessels

1. Arrival dates at Terminal of sea-going vessels must be nominated by Shipper at least five (5) days in advance of the month. Shipper takes cognizance that all sea-going vessels loading at Terminal will be required to conform and comply with the then current Terminal Manual, as may change from time to time, a copy of which will be furnished to Shipper and agents for each vessel.

2. Terminal shall have absolute discretion to determine the preference of vessels. Without limiting the foregoing, Terminal will use its best efforts to accept vessel's berth in order of nomination arrival subject to (i) timely issuance of Certificate of Readiness/Hold Cleanliness, (ii) availability of DBF to be loaded, (iii) size of vessel, (iv) weather conditions or Terminal activities, (v) timely receipts of ETA as required in Terminal Manual, and (vi) timely arrival in accordance with Terminal window schedule and ETA notifications.

Notwithstanding the foregoing, Shipper may request priority berthing, i.e., going to first available berth ahead of other waiting vessels, from Terminal during the term of this agreement. Such priority shall not be construed to prevent Terminal from completing the loading of another vessel begun prior to the arrival of Shipper's gulf barge

With a minimum volume guarantee of [REDACTED] tons during the contract period, IMT shall provide a loading berth for the exclusive use of Shipper to ensure no delay time for loading Shipper's gulf vessels. Any shortfall in the [REDACTED] tons can be made up with subsequent contract renewals or cargo handled at other Kinder Morgan Terminals.

3. Should sampling, draft or temperature surveys of Shipper's DBF be required, Terminal will coordinate with the parties designated by Shipper; however, the costs of such services shall be for Shipper's account. If a temperature survey is deemed necessary by Terminal, it will be arranged, with prior notification to Shipper, for Shipper's account.

4. Shipper recognizes that Terminal is not a shipper of cargo and will not execute bills of lading or other like documents evidencing terms of carriage or condition of cargo.

6. Vessel discharge is currently by use of Tampaplex grab cranes or self-discharge conveyor belt vessels. Future development may allow for alternative discharge capabilities.
7. All vessels will be subject to Tampaplex dockage, line handling, tug assist, and other related charges in effect at the time of vessel arrival. An updated facility tariff will be provided upon each vessel notification.

ARTICLE III
RATES AND SERVICES

1. The rate for transferring Shipper product subject to the requirements listed above using Tampaplex grab cranes to storage and later reload to truck or railcar is [REDACTED] per short ton during the first year of the DBF Transfer & Storage Agreement. The rate for transferring Shipper product subject to the requirements listed above using conveyor boom self discharge vessels to storage and later reload to truck or railcar is [REDACTED] per short ton during the first year of the DBF Transfer & Storage Agreement. Subsequent years will reflect the lowest charge in effect for similar services at the time of vessel nomination.
2. Available storage will be assessed a fee of [REDACTED] per month per acre or part thereof during the term of this Agreement.
3. Tampaplex transfer rates may be subject to certain volume discounts when tendering more than [REDACTED] tons in a twelve month period.
4. Tampaplex makes no guarantees as to speed of vessel discharge or truck/railcar loading, and production is subject to berth congestion, mechanical breakdowns, weather, and other such conditions affecting operational productivity.
5. The above transfer rate includes dozer-blade cleaning of vessel holds.

ARTICLE IV
OTHER TERMS AND CONDITIONS

1. Force Majeure: See Article VI of the DBF Transfer and Storage Agreement.
2. Miscellaneous: See Article VII of the DBF Transfer and Storage Agreement.

First Amendment to DBF Transfer & Storage Agreement


This **First Amendment to DBF Transfer and Storage Agreement** (this "**Amendment**") is made and entered into by and between **Progress Energy Florida, Inc.** ("**Shipper**") and **International Marine Terminals Partnership** ("**Terminal**"). Each of Shipper and Terminal may sometimes hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Shipper and Terminal are parties to that certain **DBF Transfer & Storage Agreement dated November 1, 2004** (the "**Agreement**"), as assigned to Shipper by Progress Fuels Corporation effective January 1, 2006.

WHEREAS, Shipper and Terminal desire to amend the Agreement as more specifically set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of Shipper and Terminal, and intending to be legally bound hereby the Parties agree as follows:

Article II, Section B is hereby amended by adding the following new paragraph immediately above the last sentence of that Section:

"Conveyor Vessel  per short ton
Self discharge through inbound hopper direct to gulf barge
* Rate excludes any barge cleaning and barge service, hold cleaning, crane operations and all other services not necessary for a vessel conveyor boom discharge direct to and compatible with Terminal's inbound conveyor belt discharge hopper but includes the services described in Article II, C, 5."

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

This Amendment shall be governed by, construed and interpreted in accordance with the same laws that govern the Agreement.

This Amendment shall supersede and replace in entirety all previous amendments, agreements and understandings between the Parties, written or oral, with respect to the subject matter hereof. In the event of any conflict or inconsistencies between the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

Each Party acknowledges and agrees that it and its counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting Party shall not be used in the interpretation of this Amendment.



**INTERNATIONAL
MARINE TERMINALS**

PLEASE REMIT:
INTERNATIONAL MARINE TERMINALS
P. O. Box 54228
New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

EFC01D
TO

PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
410 S.WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
RALEIGH, NC 27601-0000

INVOICE DATE: 01/31/07

ATTN: MAIL STOP PEB10A

INVOICE #: 15014
TERMS: NET 30 DAYS

BARGE #	TONS	COMMODITY	ARRIVAL	RELEASE	DEPARTURE
SEP199	[REDACTED]	COAL	01/31 03:00	00:00	00:00
AEP596	[REDACTED]	COAL	01/31 03:00	02/01 03:30	00:00
AEP840	[REDACTED]	COAL	01/31 03:00	02/01 02:00	00:00
MEH626	[REDACTED]	COAL	01/31 03:00	02/01 02:40	00:00

[REDACTED] TOTAL TONNAGE TRANSFERRED ITCT-

[REDACTED] CURRENT RATE PER SHORT TON

[REDACTED] SUBTOTAL BEFORE PPHD TAX
PLAQUEMINES PORT, HARBOR &
TERMINAL DISTRICT TAX
\$0.000000

[REDACTED] TOTAL AMOUNT DUE
D



**INTERNATIONAL
MARINE TERMINALS**

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INTERNATIONAL MARINE TERMINALS
P. O. Box 54228
New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

EFC01D
TO

PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
410 S. WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
RALEIGH, NC 27601-0000

INVOICE DATE: 01/30/07

ATTN: MAIL STOP PEB10A

INVOICE #: 14996
TERMS: NET 30 DAYS

BARGE #	TONS	COMMODITY	ARRIVAL		RELEASE		DEPARTURE	
AEP186 ✓	[REDACTED]	COAL	01/12	01:10	01/26	11:30		00:00
AEP201 ✓		COAL	01/09	16:00	01/20	17:00	01/28	04:15
AEP576 ✓		COAL	01/12	01:10	01/20	14:55	01/28	12:45
AEP605 ✓		COAL	01/22	22:40	01/27	21:35		00:00
AEP785 ✓		COAL	01/12	01:10	01/20	21:10	01/28	04:15
AEP810 ✓		COAL	01/12	21:00	01/21	20:50	01/28	12:45
AEP813 ✓		COAL	01/12	21:00	01/21	16:00		00:00
AEP842 ✓		COAL	01/12	01:10	01/21	14:30		00:00
AEP8825 ✓		COAL	01/22	22:40	01/27	22:55		00:00
AEP8844 ✓		COAL	01/12	01:10	01/21	17:00	01/28	12:45
EFC265 ✓		COAL	01/09	16:00	01/20	16:05	01/28	17:05
EFC650 ✓		COAL	01/12	21:00		00:00	01/22	00:00
EFC658 PL ✓		COAL	01/12	21:00	01/27	10:00		00:00
PEN109 ✓		COAL	01/22	22:40	01/27	13:10		00:00
PEN206 ✓		COAL	01/12	21:00	01/21	21:45	01/28	12:45

[REDACTED] TOTAL TONNAGE TRANSFERRED
[REDACTED] CURRENT RATE PER SHORT TON

[REDACTED] SUBTOTAL BEFORE PRND TAX
[REDACTED] PLAQUEMINES PORT, HARBOR &
[REDACTED] TERMINAL DISTRICT TAX
\$0.000000

[REDACTED] TOTAL AMOUNT DUE
0



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MARINE TERMINALS**

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New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

EFCOLT

TO PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
410 S. WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
RALEIGH, NC 27601-0000

ATTN: MAIL STOP PEB10A

INVOICE DATE: 02/23/07

INVOICE #: 15109
TERMS: NET 30 DAYS

BARGE #	TONS	COMMODITY	ARRIVAL	RELEASE	DEPARTURE
ACP584 PL	[REDACTED]	COAL	02/13 15:00	02/22 06:10	00:00
[REDACTED]		TOTAL TONNAGE TRANSFERRED	ITCT		
[REDACTED]		CURRENT RATE PER SHORT TON			

[REDACTED] SUBTOTAL BEFORE PPHD TAX
[REDACTED] PLAQUEMINES PORT, HARBOR &
[REDACTED] TERMINAL DISTRICT TAX
\$0.000000

[REDACTED] TOTAL AMOUNT DUE
0



**INTERNATIONAL
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New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

EFC010

TO
PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
410 S. WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
RALEIGH, NC 27601-0000

ATTN: MAIL STOP 05010A

INVOICE DATE: 02/23/07

INVOICE #: 15103
TERMS: NET 30 DAYS

BOAT #	TONS	COMMODITY	ARRIVAL		RELEASE		DEPARTURE
AEP117	[REDACTED]	COAL	02/19	06:30		00:00	00:00
AEP583	[REDACTED]	COAL	02/19	06:30		00:00	00:00
AEP584	[REDACTED]	COAL	02/13	15:00	02/15	15:00	02/17 00:00
AEP8806	[REDACTED]	COAL	02/19	06:30		00:00	00:00
EFC157	[REDACTED]	COAL	02/13	15:00	02/15	00:50	02/17 00:00
PEN208	[REDACTED]	COAL	02/07	04:15		00:00	02/21 00:00
PEN221	[REDACTED]	COAL	02/07	04:15	02/14	23:30	02/21 22:55
YA147	[REDACTED]	COAL	02/07	04:15	02/15	00:15	02/17 00:00
WR09383	[REDACTED]	COAL	02/19	06:30		00:00	00:00

[REDACTED] TOTAL TONNAGE TRANSFERRED [REDACTED] TGT
[REDACTED] CURRENT RATE PER SHORT TON

[REDACTED] SUBTOTAL BEFORE PPHD TAX
[REDACTED] PLAQUEMINES PORT, HARBOR &
[REDACTED] TERMINAL DISTRICT TAX
\$0.00000

[REDACTED] TOTAL AMOUNT DUE
0



**INTERNATIONAL
MARINE TERMINALS**

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New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

EFC010

TO

PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
410 S. WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
RALEIGH, NC 27601 0000

INVOICE DATE: 02/26/07

ATTN: MAIL STOP PEO10A

INVOICE #. 15130
TERMS: NET 30 DAYS

ARGE #	TONS	COMMODITY	ARRIVAL	RELEASE	DEPARTURE
AF00050	[REDACTED]	COAL	02/25 09:15	00:00	02/27 00:00
EFC0260	[REDACTED]	COAL	02/19 06:30	02/27 01:40	00:00
EFC0210	[REDACTED]	COAL	02/19 06:30	02/27 11:40	00:00
MEM5171	[REDACTED]	COAL	02/25 09:15	02/26 20:50	00:00
MEM5251	[REDACTED]	COAL	02/25 09:15	02/26 14:20	00:00
MEM5275	[REDACTED]	COAL	02/25 09:15	02/26 16:25	00:00
MEM651	[REDACTED]	COAL	02/19 06:30	02/26 17:30	00:00
REN208 CU	[REDACTED]	COAL	02/07 04:15	02/26 23:00	00:00

[REDACTED] TOTAL TONNAGE TRANSFERRED TTOT
[REDACTED] CURRENT RATE PER SHORT TON
[REDACTED] SUBTOTAL BEFORE PPHD TAX
[REDACTED] PLAQUEMINES PORT, HARBOR &
[REDACTED] TERMINAL DISTRICT TAX
\$0.000000
[REDACTED] TOTAL AMOUNT DUE
0



**INTERNATIONAL
MARINE TERMINALS**

PLEASE REMIT:
INTERNATIONAL MARINE TERMINALS
P. O. Box 54228
New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

EF001

TO PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
410 S. WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
RALEIGH, NC 27601-0000

INVOICE DATE: 02/27/07
INVOICE NUMBER: 15122
TERMS: NET 30 DAYS

ATTN: MATH. STCP PEB10A

DESCRIPTION OF GOODS OR SERVICE	QTY	PRICE	TOTAL
COAL DISCHARGED FROM THE MV ICELORD TRIUMPH VSL TO BARGE, BARGE TO STOCK/DIR--			
TOTAL Q/T'S TO THE "COLCOR" S/W YARD			
TOTAL Q/T'S DIR TO GULF BARGES (34822)			

TOTAL AMOUNT DUE



INTERNATIONAL MARINE TERMINALS

PLEASE REMIT:
INTERNATIONAL MARINE TERMINALS
P. O. Box 54228
New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

1100010

TO PROGRESSO FUELS CORPORATION
PROGRESSO FUELS CORP (FLORIDA)
110 S. WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
DALETON, NC 27601-0000

ATTN: MAIL STOP PER10A

INVOICE DATE: 03/13/07

INVOICE #: 15180
TERMS: NET 30 DAYS

BARREL #	TONS	COMMODITY	ARRIVAL	RELEASE	DEPARTURE
AFPC00 ✓	[REDACTED]	COAL	03/01 12:45	03/06 08:00	03/09 12:00
AFPC01 ✓	[REDACTED]	COAL	03/03 09:05	03/10 22:15	03/03
AFPC02 ✓	[REDACTED]	COAL	03/01 12:45	03/05 15:15	03/10 00:00
AFPC03 ✓	[REDACTED]	COAL	03/25 09:15	03/05 14:40	03/13 00:00
CFPC00 ✓	[REDACTED]	COAL	03/01 12:45	03/06 03:00	03/00
HEPC00 ✓	[REDACTED]	COAL	03/04 03:00	03/05 15:50	03/00
HEPC01 ✓	[REDACTED]	COAL	03/03 08:35	03/00	03/00
HEPC02 ✓	[REDACTED]	COAL	03/00 03:35	03/11 01:50	03/00
HEPC03 ✓	[REDACTED]	COAL	03/01 03:00	03/05 21:45	03/00
HEPC04 ✓	[REDACTED]	COAL	03/04 03:00	03/05 13:00	03/00
HEPC05 ✓	[REDACTED]	COAL	03/04 03:00	03/00	03/07 03:00
HEPC06 ✓	[REDACTED]	COAL	03/03 03:35	03/11 13:10	03/00
HEPC07 ✓	[REDACTED]	COAL	03/04 03:00	03/05 20:25	03/00
HEPC08 ✓	[REDACTED]	COAL	03/03 03:35	03/11 16:50	03/00

TOTAL TONNAGE TRANSFERRED [REDACTED] TONS
CURRENT RATE PER SHORT TON [REDACTED]
SUBTOTAL BEFORE PPHD TAX [REDACTED]
CLAQUEMYNES PORT, HARBOR & TERMINAL DISTRICT TAX \$0.000000
TOTAL AMOUNT DUE [REDACTED]



**INTERNATIONAL
MARINE TERMINALS**

PLEASE REMIT:
INTERNATIONAL MARINE TERMINALS
P. O. Box 54228
New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

DEBIT

TO

PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
810 S. WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
DALETON, MI 48001 0000

INVOICE DATE: 03/13/07

ATTN: MAIL STOP 26910A

INVOICE #: 15130
TERMS: NET 30 DAYS

BLDG #	TONS	COMMODITY	ARRIVAL	RELEASE	DEPARTURE
000000 00	[REDACTED]	COAL	03/04 02:00	03/07 23:15	03/09 14:55

[REDACTED] TOTAL TONNAGE TRANSFERRED ITCT
[REDACTED] CURRENT RATE PER SHORT TON

[REDACTED] SUBTOTAL BEFORE PPHD TAX
PLAQUEMINES PORT, HARBOR &
TERMINAL DISTRICT TAX
\$0.000000

[REDACTED] TOTAL AMOUNT DUE
0

International Marine Terminals

No. 15287

Check Date: 04/02/2007

PROGRESS ENERGY FLORIDA, ATTN: REGULATED BACK OFFICE, 410 S. WILMINGTON ST., PEB 10, RALEIGH NC 27601 (100059881)

Description	Voucher #	Date	PO Number	Gross Amount	Discount Amount	Net Amount Paid
PEFCOAL200703	2982363	02/13/07		[REDACTED]	[REDACTED]	[REDACTED]
PEFCOAL200706	2982368	03/12/07		[REDACTED]	[REDACTED]	[REDACTED]
PEFCOAL200708	2982354	03/12/07		[REDACTED]	[REDACTED]	[REDACTED]
				Totals	[REDACTED]	[REDACTED]

Detach at Perforation Before Depositing Check
100059881

KINDER MORGAN

International Marine Terminals
18559 Highway 23
Port Sulphur, LA 70083

Hibernia National Bank
New Orleans, LA
14-9/650

Check No. 15287

Check Date
04/02/2007

PAY *Fifty One Thousand One Hundred Sixty Nine AND 06/100*

CREDIT

Check Amount: [REDACTED]

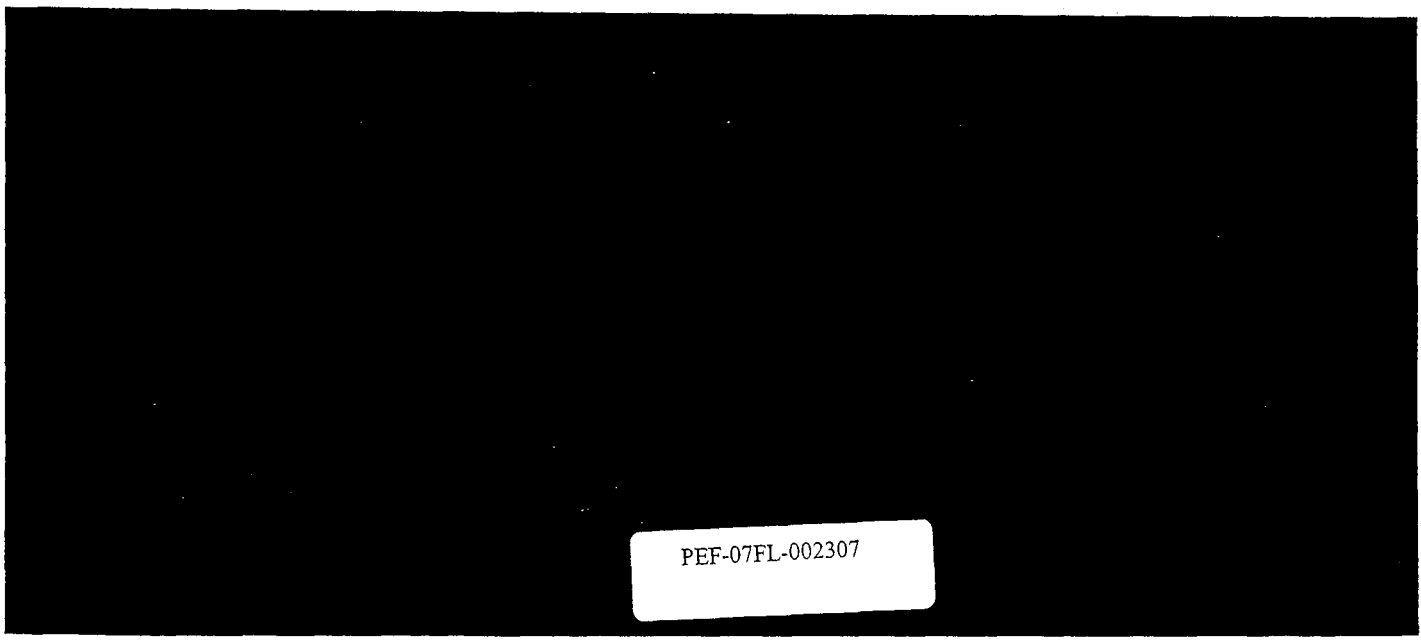
TO THE
ORDER
OF

100059881

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON ST.
PEB 10
RALEIGH NC 27601

C. Pab...

[REDACTED]



PEF-07FL-002307



INTERNATIONAL MARINE TERMINALS

PLEASE REMIT:
INTERNATIONAL MARINE TERMINALS
P. O. Box 54228
New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

8FF010

TO

PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
210 S WILMINGTON STREET
ATTN: REGULATED BACK OFFICE
DAVENCH, NC 27601-0000

INVOICE DATE: 03/21/07

ATTN: MAIL STOP 06010A

INVOICE #: 15311

TERMS: NET 30 DAYS

SARGE #	TONS	COMMODITY	ARRIVAL	RELEASE	DEPARTURE
ACP105	[REDACTED]	COAL	03/20 07:00	03/21 12:30	03/23 00:00
ACP705	[REDACTED]	COAL	03/12 10:00	03/21 04:35	03/21 00:45
ACP718	[REDACTED]	COAL	03/12 10:00	03/21 04:30	00:00
ACP068	[REDACTED]	COAL	03/12 10:00	03/21 05:00	03/23 00:00
ACP005	[REDACTED]	COAL	03/20 02:30	03/21 10:30	03/23 00:00
8FF0002	[REDACTED]	COAL	03/10 15:25	03/21 11:25	00:00
8FF0456	[REDACTED]	COAL	03/10 15:25	03/21 17:25	00:00
REM1001	[REDACTED]	COAL	03/12 10:00	03/21 11:30	00:00
REN121	[REDACTED]	COAL	03/12 10:00	03/21 05:55	00:00

see attached

[REDACTED] TOTAL TONNAGE TRANSFERRED ITOT
[REDACTED] CURRENT RATE PER GHOST TON
[REDACTED] SUBTOTAL BEFORE PDUE TAX
[REDACTED] PLAQUEMINES PORT, HAPCOOP &
[REDACTED] TERMINAL DISTRICT TAX
\$0.000000
[REDACTED] TOTAL AMOUNT DUE
D

03/26/07

INTERNATIONAL MARINE TERMINALS

INVOICE #

15311

PEF-07FL-002308



INTERNATIONAL MARINE TERMINALS

PLEASE REMIT:
INTERNATIONAL MARINE TERMINALS
P. O. Box 54228
New Orleans, Louisiana 70154-4228
Phone: (504) 656-7341

INVOICE

000010

TO
PROGRESS FUELS CORPORATION
PROGRESS FUELS CORP (FLORIDA)
116 WILMINGTON STREET
NTH. REGULATED BACK OFFICE
RALEIGH, NC 27601 0000

INVOICE DATE 03/20/07

INVOICE #: 15202

TERMS: NET 30 DAYS

WITH MAIL STOP PERIOD

TYPE	ORG	COMMODITY	ARRIVAL	RELEASE	DEPARTURE
100010	[REDACTED]	COAL	03/20 02:00	03/26 02:50	03/28 13:50
000000	[REDACTED]	COAL	03/20 02:00	03/26 03:00	00:00
000000	[REDACTED]	COAL	03/22 08:40	03/26 06:00	00:00
000000	[REDACTED]	COAL	03/21 10:10	03/27 01:00	03/28 00:00
000000	[REDACTED]	COAL	03/20 08:40	03/26 21:00	03/28 00:00
000000	[REDACTED]	COAL	03/22 08:40	03/26 19:00	03/28 00:00
000000	[REDACTED]	COAL	03/22 08:40	03/27 02:45	03/29 00:00

[REDACTED] TOTAL TONNAGE TRANSFERRED
[REDACTED] CURRENT RATE PER SHORT TON
[REDACTED] SUBTOTAL BEFORE PRHD TAX
[REDACTED] PLAQUEMINES PORT, HARBOUR &
[REDACTED] TERMINAL DISTRICT TAX
\$0.000000
[REDACTED] TOTAL AMOUNT DUE
0

03/20/07

INTERNATIONAL MARINE TERMINALS

INVOICE #
15202

PEF-07FL-002309

A. "origin docks" shall mean docks or terminals located at various Mile Points on the Kanawha, Big Sandy and Ohio Rivers as specified in Article V or other docks or terminals on the Inland Waterways System mutually acceptable to the parties hereto.

B. "transfer point" shall mean the International Marine Terminals Partnership transfer facility, Mile 57, Lower Mississippi River, or other mutually agreeable transfer terminal on the Mississippi River between Mile 30 AHP and Mile 230 AHP, Baton Rouge.

C. The term "ton" or "net ton" as used herein shall mean a ton of 2,000 pounds of avoirdupois weight.

D. The term "DBF" shall mean any dry bulk fuel, such as bituminous coal, sub-bituminous coal, petcoke, or synfuel.

ARTICLE II. Term

This Agreement will be for three (3) years and shall commence January 1, 2005 ("Commencement Date") and shall expire [REDACTED]. This Agreement shall remain in full force and effect with respect to any cargo tendered prior to, but not delivered to the transfer point, before the termination date of this Agreement.

ARTICLE III. Quantity

The Minimum Quantity of DBF to be shipped hereunder will be [REDACTED] net tons per calendar year beginning on the Commencement Date (a "Contract Year"). The Maximum Quantity of DBF that PFC shall have the right to ship and that MEMCO will be obligated to transport during any Contract Year is two million, three-hundred thousand (2,300,000) tons. PFC shall provide MEMCO written notice of contract year tonnage requirements at least ninety (90) days prior to the start of a new contract year, which amount will be between the Minimum Quantity and Maximum Quantity.

ARTICLE IV. Tender and Delivery

A. PFC will notify MEMCO in writing (fax or letter) of the monthly scheduled tonnage at each origin dock thirty (30) days prior to the placement month. Each delivery schedule shall specify the tonnages to be tendered at each origin dock during that month and the approximate weekly loading requirements at each origin dock.

B. All tenders of DBF by PFC pursuant to this Agreement shall be made in approximately equal monthly increments or as otherwise agreed by the parties hereto, but in any event in increments of an average of a least [REDACTED] tons per river barge. PFC reserves the right to alter monthly ratable schedules in order to satisfy inventory or operating conditions as required by a maximum of 15% of the total annual tonnage for any applicable Contract Year; provided that, notwithstanding the foregoing, the total annual tonnage that MEMCO is obligated to transport during any Contract Year will not exceed the Maximum Quantity.

C. For each tender of DBF hereunder, PFC shall provide a river barge manifest to MEMCO showing the barge weight determined in accordance with Article IX. The manifest shall also show the name or number of the barge, the weight of the DBF loaded, barge draft before and after loading and the date and time each barge commenced loading and finished loading.

D. MEMCO shall furnish marine equipment which shall be suitable and fit for the purposes contemplated hereunder, and in particular, MEMCO shall furnish a sufficient number of river barges to load PFC's DBF when it is tendered to MEMCO as provided in this Agreement and sufficient motive power to move those barges in accordance with the reasonable loading schedules provided by PFC. MEMCO shall provide, operate and maintain the marine equipment used hereunder in a good and seaworthy condition, working order and repair, and MEMCO shall cause the marine transportation equipment to be operated in a manner considered safe by prudent operators of river marine transportation equipment. Barges delivered to origin docks

shall be free of ice, water, metal and prior loading cargo material. Barges delivered to destination dock(s) shall be free of standing water in the cargo area. In addition, once a barge is loaded, any water in the cargo box related to rain water or a condition of the DBF and not due to the fault of MEMCO shall be the responsibility of PFC if, and only if, removal of said water is required to facilitate unloading.

E. MEMCO shall coordinate the delivery of empty river barges in accordance with a mutually agreeable schedule with PFC and the origin dock(s) and shall provide reasonable advance notice of arrival as required by each origin dock or the transfer point. Attachment A outlines the specifics of our agreement on loading requirements for Kanawha and Big Sandy docks.

F. Delivery of DBF to and the loading of the DBF in river barges at the origin docks shall be the sole responsibility of PFC and shall be done by PFC at its sole expense. PFC shall tender DBF only at origin docks having loading facilities capable of loading a minimum of three (3) [REDACTED] ton river barges per day without unusual shifting or loading delay. PFC shall require its DBF suppliers or others loading DBF on its behalf into MEMCO's river barges to be governed by MEMCO's instructions regarding the height of the load, weight of cargo, draft of the river barge and other instructions which MEMCO may deem necessary for safe transportation where variable waterways conditions and anticipated weather conditions make such precautions desirable. PFC shall also require its DBF suppliers or others loading DBF on its behalf into MEMCO's river barges to distribute the DBF in the barges so as to insure an even draft. If not so loaded, MEMCO reserves the right to refuse to accept the DBF, and PFC shall in that event require the DBF suppliers and others loading DBF on its behalf into MEMCO's river barges to make such redistribution at PFC's own expense as will meet MEMCO's requirements.

G. PFC warrants that origin docks shall provide safe berths with a minimum of nine feet (9') of draft.

H. The DBF to be transported hereunder shall be unloaded at the transfer point at no expense to MEMCO except for normal fleeting and shifting charges.

I. MEMCO will use open hopper barges. If barges with covers are placed by MEMCO for loading, for MEMCO's convenience, all charges to handle covers at loading and unloading shall be for MEMCO's account.

J. To ensure that PFC maintains adequate control over quality, weights and other important parameters, no transfer of DBF between barges will be made without PFC's prior approval. PFC hereby grants MEMCO this approval for all routine transfers, but retains the option of withdrawing this approval as necessary to accommodate special circumstances.

K. PFC reserves the right to request that DBF shipments be expedited at no additional cost during critically low inventory situations.

ARTICLE V. Freight Rates

During the term of this Agreement, PFC agrees to pay MEMCO the following rates per net ton for the transportation and delivery of DBF from the following origin docks to the transfer point:

A. For the first [REDACTED] tons (Estimated Carry Over Tons) during contract year 2005 (Actual Carry Over Tons will be established after December 31, 2004):

<u>Rates</u>	<u>Origin</u>	<u>Milepoint</u>
[REDACTED]	<u>Kanawha River</u> KRT Quincy, Marmet Pool London Pool	
[REDACTED]	<u>Big Sandy River</u> All docks	

<u>Rates</u>	<u>Origin</u>	<u>Milepoint</u>
	<u>Ohio River</u>	
[REDACTED]	Ceredo, WV, KRT Ceredo River Dock	
[REDACTED]	ORC Huntington	306.5
[REDACTED]	Transcontinental Terminals	406.0
[REDACTED]	Louisville & Jefferson Riverport	618.5
	<u>Upper Mississippi</u>	
[REDACTED]	Cahokia	175.0

The above rates will be escalated, if required, in accordance with Article V of the contract between the parties dated November 1, 2001, as amended.

B. For all tons in excess of the Carry Over Tons:

<u>Rates</u>	<u>Origin</u>	<u>Milepoint</u>
	<u>Kanawha River</u>	
[REDACTED]	All docks	
	<u>Big Sandy River</u>	
[REDACTED]	All docks	
	<u>Ohio River</u>	
[REDACTED]	ORC Huntington	306.5
[REDACTED]	KRT Ceredo	315.0
[REDACTED]	Transcontinental Terminals	406.0
[REDACTED]	Louisville & Jefferson Riverport	618.5
	<u>Upper Mississippi</u>	
[REDACTED]	Cora	98.5
[REDACTED]	Cahokia	175.0
[REDACTED]	Keokuk	371.0

PFC may from time to time purchase DBF for shipment by MEMCO at origin docks other than those for which Base Freight Rates are specified above. In that event, additional Base Freight Rates shall be provided by MEMCO to PFC which reasonably relate to the Base Freight Rates herein, taking into consideration distances, operating conditions, loading conditions, and fuel escalation or de-escalation as provided herein.

The freight rates set forth in the table above are composed of a fixed component and a fuel component. The fixed component charge represents all charges other than fuel. This

component of the rate shall remain fixed for the term of the contract. Such charges shall include, but not be limited to, all port charges, fleeting charges, existing taxes and any other charges associated with the transportation of DBF. The fuel component of the rate shall be subject to a quarterly adjustment with the quarter prior to the effective date of the contract serving as the base period.

PFC and MEMCO also agree the initial base price for raw fuel included in the freight rates set forth in the table above is [REDACTED] per gallon, excluding any applicable taxes. The freight rate will be subject to fuel escalation/de-escalation, which will be calculated on a quarterly basis beginning January 1, 2005 and based on the prior quarter's average fuel price on Friday of each week. In the event the raw fuel price rises above [REDACTED] per gallon, the freight rate will be adjusted by taking the percentage change in fuel times twenty five percent (25%) of the base rate. In no case shall the adjusted price go below the initial base rate set forth in the table above.

The fuel price used for escalation/de-escalation will be the average price per gallon of #2 diesel fuel as posted by Opis Gulf Baton Rouge, Louisiana, or if MEMCO has changed its principal supplier of fuel, such other comparable unaffiliated third-party fuel supplier that posts its price weekly (each Friday, or if Friday is not a business day, the closest business day preceding Friday) for the quarter preceding the period to be adjusted.

ARTICLE VI. Governmental Impositions

The parties also recognize that, during the continuance of this Agreement, legislative or regulatory bodies or the courts may adopt laws, regulations, or policies which impact PFC's costs and which make it impossible or economically impractical for PFC to utilize in PEF's Generating Units the existing or like kind and quality of DBF which thereafter would be transported hereunder. If, as a result of the increased costs associated with the adoption of such laws, regulations, or policies, PFC decides that it will be impossible or economically

SHIPPER:
PROGRESS FUELS CORPORATION
P.O. BOX 15208
ST. PETERSBURG, FL 33733
ATTN: AL PITCHER

CARRIER:
AEP-MEMCO L.L.C.
d/b/a MEMCO BARGE LINE
16090 SWINGLEY RIDGE ROAD, SUITE 600
CHESTERFIELD, MISSOURI 63017
Phone: (636) 530-2100
Facsimile: (636) 530-4177

Your Contract: _____

AMENDMENT

KC: AWP
RFP
FHL
CAL
TMM
VMM
DMD
ABF
VICKY HICKS
CF

Date: 1/17/05

Amendment Number: 20041389-B

Our Sale Number(s) 20041389 DATED 12/22/04

Our Purchase Number (s) _____ DATED _____

Shipper and Carrier agree to add Mount Vernon, IL as an origin to this contract at the base rate of per net ton. This rate will be adjusted per the terms of the fuel clause and barges from this origin to the destination of Myrtle Grove, LA will be billed at the escalated rate of per net ton for the 1/1/05 through 3/31/05 billing quarter. This rate will continue to be reviewed quarterly per the terms of the fuel clause.

All other terms and conditions of this agreement remain as originally agreed upon. This confirmation without immediate notice to us, by wire, or error, is acknowledgment of the acceptance of the conditions of this confirmation.

Please SIGN duplicate and RETURN
Specifications Confirmed

Shipper: PROGRESS FUELS CORPORATION
By: [Signature]
Title: Vice President Coal Procurement
Date: 1/31/05

AEP-MEMCO L.L.C. d/b/a MEMCO BARGE LINE
Signed: [Signature]
By: Mike Brashier
Title: Open Hopper Fleet Manager
Date: 1/17/05

SHIPPER:
PROGRESS FUELS CORPORATION
P.O. BOX 15208
ST. PETERSBURG, FL 33733
ATTN: AL PITCHER

CARRIER:
AEP-MEMCO L.L.C.
d/b/a MEMCO BARGE LINE
16090 SWINGLEY RIDGE ROAD, SUITE 600
CHESTERFIELD, MISSOURI 63017
Phone: (636) 530-2100
Facsimile: (636) 530-4177

Your Contract: _____

AMENDMENT

KC: AOP
RFP
FHL
CAL
TMM
VHM
DM D
ABF
VICKY HICKS
CF

Date: 2/1/05

Amendment Number: 20041389-C

Our Sale Number(s) 20041389 DATED 12/22/04

Our Purchase Number (s) _____ DATED _____

Shipper and Carrier agree the terms of this amendment will supercede all terms as stated in Amendment 20041389-B dated 1/17/05. The terms have been revised and agreed upon as follows:
The freight rate of [redacted] per net ton will apply to the barges that loaded from a train on January 24, 2005. The freight rate of [redacted] per net ton will apply to the barges that will load from a train on February 1, 2005. These freight rates as described will apply to these trains ONLY. All future trains loading in Mount Vernon, IN destined to Myrtle Grove, LA will be mutually agreed upon by both parties and the freight rate will be determined at the time of the loading in accordance with the terms and conditions of this contract along with current costs, including fuel.

All other terms and conditions of this agreement remain as originally agreed upon. This confirmation without immediate notice to us, by wire, or error, is acknowledgment of the acceptance of the conditions of this confirmation.

Please SIGN duplicate and RETURN
Specifications Confirmed

Shipper: PROGRESS FUELS CORPORATION

By: [Signature]

Title: Vice President Coal Procurement

Date: 2/16/05

AEP-MEMCO L.L.C. d/b/a MEMCO BARGE LINE

Signed: [Signature]

By: Robert M. Blocker

Title: Senior Vice President Sales and Logistics

Date: 2/1/05

SHIPPER:
PROGRESS FUELS CORPORATION
P.O. BOX 15208
ST. PETERSBURG, FL 33733
ATTN: AL PITCHER

CARRIER:
AEP-MEMCO L.L.C.
d/b/a MEMCO BARGE LINE
16090 SWINGLEY RIDGE ROAD, SUITE 600
CHESTERFIELD, MISSOURI 63017
Phone: (636) 530-2100
Facsimile: (636) 530-4177

Your Contract: _____

AMENDMENT

Xc: AWP
RFP
FHL
CAL
TMM
VHM
DHD
ABF
VICKY FILKS
CF

Date: 2/9/05

Amendment Number: 20041389-D

Our Sale Number(s) 20041389 DATED 12/22/04

Our Purchase Number (s) _____ DATED _____

Shipper and Carrier agree Carrier will load another train of approximately [redacted] net tons of coal at Mount Vernon, IN to the destination of Myrtle Grove, LA during the second week of February 2005. Carrier will bill the barges loading from this train only at the rate of [redacted] per net ton.

All other terms and conditions of this agreement remain as originally agreed upon. This confirmation without immediate notice to us, by wire, or error, is acknowledgment of the acceptance of the conditions of this confirmation.

Please SIGN duplicate and RETURN
Specifications Confirmed

Shipper: PROGRESS FUELS CORPORATION
By: [Signature]
Title: Vice President Coal Procurement
Date: 2/16/05

AEP-MEMCO L.L.C. d/b/a MEMCO BARGE LINE
Signed: [Signature]
By: Robert M. Blocker
Title: Senior Vice President Sales and Logistics
Date: 2/10/05

SHIPPER:
PROGRESS FUELS CORPORATION
P.O. BOX 15208
ST. PETERSBURG, FL 33733
ATTN: AL PITCHER

CARRIER:
AEP-MEMCO L.L.C.
d/b/a MEMCO BARGE LINE
16090 SWINGLEY RIDGE ROAD, SUITE 600
CHESTERFIELD, MISSOURI 63017
Phone: (636) 530-2100
Facsimile: (636) 530-4177

Your Contract: _____

AMENDMENT

Date: 10/3/05

Amendment Number: 20041389-G

Our Sale Number(s) 20041389 DATED 12/22/04

Our Purchase Number (s) _____ DATED _____

Shipper and Carrier agree barge MAC604 was placed on standby at Myrtle Grove, LA/IMT on 9/30/05 and removed from standby on 10/2/05 when it was decided Shipper no longer needed the barge. Carrier will bill Shipper as follows for the days the barge was on standby: [REDACTED] per day x 3 days = TOTAL DUE MEMCO [REDACTED] for standby time.

All other terms and conditions of this agreement remain as originally agreed upon. This confirmation without immediate notice to us, by wire, or error, is acknowledgment of the acceptance of the conditions of this confirmation.

Please SIGN duplicate and RETURN
Specifications Confirmed

Shipper: PROGRESS FUELS CORPORATION

By: [Signature]

Title: Vice President Coal Procurement

Date: 10/19/05

AEP-MEMCO L.L.C. d/b/a MEMCO BARGE LINE

Signed: [Signature]

By: Mark Stoppel

Title: Northbound Manager Sales and Logistics

Date: 10/3/05

SHIPPER:
PROGRESS FUELS CORPORATION
P.O. BOX 15208
ST. PETERSBURG, FL 33733
ATTN: AL PITCHER

CARRIER:
AEP-MEMCO L.L.C.
d/b/a MEMCO BARGE LINE
16090 SWINGLEY RIDGE ROAD, SUITE 600
CHESTERFIELD, MISSOURI 63017
Phone: (636) 530-2100
Facsimile: (636) 530-4177

Your Contract: _____

AMENDMENT

Date: 10/21/05

Amendment Number: 20041389-H

Our Sale Number(s) 20041389 DATED 12/22/04

Our Purchase Number (s) _____ DATED _____

Shipper and Carrier agree Carrier will bill Shipper [redacted] per barge to shift the following seven (7) barges from St. John's Fleet/mile 142 to IMT:
ABS1451, CC327B, MEM5064, MEM5069, MEM5102, MEM8201, SM201B

Shipper and Carrier also agree Carrier will bill Shipper [redacted] barge to shift the following thirteen (13) barges from Elmwood Dockside Fleet to IMT:
AEP584, AEP849, AEP9318, AEP9322, CBL324, ITC108, MEM2095, MEM8010, SDB711, SG 305, SG318, TA611, TW12

From this point forward all barges loading and all barges already loaded will go directly to IMT.

All other terms and conditions of this agreement remain as originally agreed upon. This confirmation without immediate notice to us, by wire, or error, is acknowledgment of the acceptance of the conditions of this confirmation.

Please SIGN duplicate and RETURN
Specifications Confirmed

Shipper: PROGRESS FUELS CORPORATION

By: [Signature]

Title: Rep. Coal Transportation

Date: 11/3/05

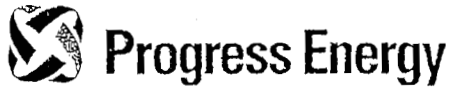
AEP-MEMCO L.L.C. d/b/a MEMCO BARGE LINE

Signed: [Signature]

By: Mark Stoppel

Title: Northbound Manager Sales and Logistics

Date: 10/21/05



December 16, 2005

MEMCO Barge Line
Suite 600
16090 Swingly Ridge Road
Chesterfield, Missouri 63017
Attention: Mr. Mark Knoy


Re: Assignment and Assumption Agreement

Dear Mr. Knoy:

Progress Fuels Corporation ("PFC") and AEP MEMCO LLC ("AEPMEM") are parties to a Dry Bulk Fuel Transportation and Delivery Agreement ("Agreement") whereby AEPMEM will provide transportation services for PFC effective January 1, 2005 for a [REDACTED]. Pursuant to ARTICLE XIX of the Agreement this letter is to serve as notice that PFC has assigned the Agreement to its affiliate Progress Energy Florida, Inc. ("PEF") effective January 1, 2006. PEF is an investor-owned utility with an investment grade rating and is a wholly-owned subsidiary of Progress Energy, Inc.

For your convenience, a copy of the Assignment and Assumption Agreement is enclosed. If you have questions regarding this assignment, please contact me at 919.546.5205.

Yours truly,


Annah T. Michaux
Senior Contract Administrator

Progress Energy Service Company, LLC
P.O. Box 1551
Raleigh, NC 27602

PEF-07FL-002344

SHIPPER:
PROGRESS ENERGY CAROLINA'S, INC.
P.O. BOX 1551
PEB10B1
RALEIGH, NC 27602
ATTN: JERRY BOYD

CARRIER:
AEP-MEMCO L.L.C.
d/b/a MEMCO BARGE LINE
16090 SWINGLEY RIDGE ROAD, SUITE 600
CHESTERFIELD, MISSOURI 63017
Phone: (636) 530-2100
Facsimile: (636) 530-4177

Your Contract: _____

AMENDMENT

Date: 1/24/07

Amendment Number: 20041389-J

Our Sale Number(s) 20041389 DATED 12/22/04

Our Purchase Number (s) _____ DATED _____

Shipper and Carrier have agreed, in accordance with Article I item B, the destination of Davant, LA/Teco Terminal at mile 55.00 on the Lower Mississippi River has been temporarily added to this contract for the period of January through [REDACTED]. This is a "test" destination for five (5) barges ONLY loading from the origin of the Big Sandy River during January and [REDACTED]. This "temporary" destination has been added at the rate of [REDACTED] per net ton, an [REDACTED] per net ton premium to the Big Sandy River fuel adjusted rate for the [REDACTED] billing quarter.

All other terms and conditions of this agreement remain as originally agreed upon. This confirmation without immediate notice to us, by wire, or error, is acknowledgment of the acceptance of the conditions of this confirmation.

Please SIGN duplicate and RETURN
Specifications Confirmed

Shipper: PROGRESS ENERGY CAROLINA'S,

INC.

By: _____

Title: _____

Date: 2/1/07

AEP-MEMCO L.L.C. d/b/a MEMCO BARGE LINE

Signed: Robert M. Blocker

By: Robert M. Blocker

Title: Senior Vice President Sales and Logistics

Date: 1/24/07



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
CHESTERFIELD, MO 63017
TEL: 636-530-2100

INVOICE

Invoice# MEM0145309
Invoice Date 01/16/2007
Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON STREET - PEB 10A
RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
AEP199 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/10/2007 0700 01/10/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP596 KANAWHA EAGLE COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/12/2007 0700 01/13/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP605 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/04/2007 0700 01/06/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP840 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/06/2007 0700 01/09/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
CHESTERFIELD, MO 63017
TEL: 636-530-2100

INVOICE

Invoice# MEM0145309
Invoice Date 01/16/2007
Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON STREET - PEB 10A
RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
AEP8825 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/07/2007 0700 01/09/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM626 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/09/2007 0700 01/11/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PEN109 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/07/2007 0700 01/09/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total Due [REDACTED]

Please Remit To:
MEMCO Barge Line

P.O. Box 74367
Cleveland, OH 44194-4367



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
CHESTERFIELD, MO 63017
TEL: 636-530-2100

INVOICE

Invoice# MEM0147772
Invoice Date 02/16/2007
Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON STREET - PEB 10A
RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
AEP117 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/02/2007 0700 02/03/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP563 COAL	20041389	Marmet, WV River Point Processing Co Dck 01/31/2007 0700 02/02/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP609 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/09/2007 0700 02/11/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP703 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 02/13/2007 0700 02/14/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
 CHESTERFIELD, MO 63017
 TEL: 636-530-2100

INVOICE

Invoice# MEM0147772
 Invoice Date 02/16/2007
 Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
 ATTN: REGULATED BACK OFFICE
 410 S. WILMINGTON STREET - PEB 10A
 RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
AEP8806 COAL	20041389	Marmet, WV River Point Processing Co Dck 01/31/2007 0700 02/01/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP9259 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/08/2007 0700 02/10/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
EFC9606 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/08/2007 0700 02/10/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM5171 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 02/07/2007 0700 02/09/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
 CHESTERFIELD, MO 63017
 TEL: 636-530-2100

INVOICE

Invoice# MEM0147772
 Invoice Date 02/16/2007
 Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
 ATTN: REGULATED BACK OFFICE
 410 S. WILMINGTON STREET - PEB 10A
 RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
MEM5261 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 02/07/2007 0700 02/07/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM5276 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 02/07/2007 0700 02/08/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM569 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 02/13/2007 0700 02/15/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM94102 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/10/2007 0700 02/13/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
CHESTERFIELD, MO 63017
TEL: 636-530-2100

INVOICE

Invoice# MEM0147772
Invoice Date 02/16/2007
Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON STREET - PEB 10A
RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
PEN234 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/10/2007 0700 02/13/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
WRS9353 COAL	20041389	Marmet, WV River Point Processing Co Dck 01/31/2007 0700 02/01/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total Due [REDACTED]

Please Remit To:
MEMCO Barge Line

P.O. Box 74367
Cleveland, OH 44194-4367



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
 CHESTERFIELD, MO 63017
 TEL: 636-530-2100

INVOICE

Invoice# MEM0146608
 Invoice Date 02/01/2007
 Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
 ATTN: REGULATED BACK OFFICE
 410 S. WILMINGTON STREET - PEB 10A
 RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
AEP584 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/23/2007 0700 01/25/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BFC157 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/22/2007 0700 01/23/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
EFC266 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 01/31/2007 0700 01/31/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
EFC9219 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/29/2007 0700 01/30/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
CHESTERFIELD, MO 63017
TEL: 636-530-2100

INVOICE

Invoice# MEM0146608
Invoice Date 02/01/2007
Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON STREET - PEB 10A
RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
MEM651 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/27/2007 0700 01/27/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PEN208 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/19/2007 0700 01/20/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PEN221 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/16/2007 0700 01/17/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TA147 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 01/16/2007 0700 01/17/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total Due [REDACTED]

Please Remit To:
MEMCO Barge Line

P.O. Box 74367
Cleveland, OH 44194-4367



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
CHESTERFIELD, MO 63017
TEL: 636-530-2100

INVOICE

Invoice# MEM0148750
Invoice Date 03/01/2007
Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON STREET - PEB 10A
RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
AEP218 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/26/2007 0700 02/27/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP705 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/19/2007 0700 02/21/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP748 COAL	20041389	Marmet, WV Kanawha River Trminal Hatfield 02/22/2007 0700 02/22/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP755 COAL	20041389	Leach, KY Lockwood Dock 02/21/2007 0700 02/22/2007 0700	Davant, LA Teco Bulk Tml	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
 CHESTERFIELD, MO 63017
 TEL: 636-530-2100

INVOICE

Invoice# MEM0148750
 Invoice Date 03/01/2007
 Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
 ATTN: REGULATED BACK OFFICE
 410 S. WILMINGTON STREET - PEB 10A
 RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
AEP868 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 02/22/2007 0700 02/23/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AEP915 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/26/2007 0700 02/27/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
EFC9669 COAL	20041389	Leach, KY Lockwood Dock 02/23/2007 0700 02/24/2007 0700	Davant, LA Teco Bulk Tml	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
EFC9670 COAL	20041389	Leach, KY Lockwood Dock 02/26/2007 0700 02/27/2007 0700	Davant, LA Teco Bulk Tml	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
 CHESTERFIELD, MO 63017
 TEL: 636-530-2100

INVOICE

Invoice# MEM0148750
 Invoice Date 03/01/2007
 Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
 ATTN: REGULATED BACK OFFICE
 410 S. WILMINGTON STREET - PEB 10A
 RALEIGH, NC 27601

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
MEM1001 COAL	20041389	Marmet, WV Kanawha River Trminal Hatfield 02/22/2007 0700 02/22/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM2097 COAL	20041389	Marmet, WV Kanawha River Trminal Hatfield 02/16/2007 0700 02/17/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM5092 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/17/2007 0700 02/20/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM5101 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/17/2007 0700 02/20/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
 CHESTERFIELD, MO 63017
 TEL: 636-530-2100

INVOICE

Invoice# MEM0148750
 Invoice Date 03/01/2007
 Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
 ATTN: REGULATED BACK OFFICE
 410 S. WILMINGTON STREET - PEB 10A
 RALEIGH, NC 27601

Page 4 of 5

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
MEM5201 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/16/2007 0700 02/16/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM5292 COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/16/2007 0700 02/16/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MEM94261 COAL	20041389	Quincy, WV Kanawha River Terminal Quincy 02/14/2007 0700 02/16/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PEN121 ✓ COAL	20041389	Chesapeake, WV Carbon Fuel Company Dock 02/23/2007 0700 02/23/2007 0700	Myrtle Grove, LA IMT Coal Wrf Dck	✓ [REDACTED]	[REDACTED]	[REDACTED] <i>see attached per Central</i>	[REDACTED] ✓



MEMCO BARGE LINE

16090 SWINGLEY RIDGE RD STE 600
CHESTERFIELD, MO 63017
TEL: 636-530-2100

INVOICE

Invoice# MEM0148750
Invoice Date 03/01/2007
Terms: Net 15 Days from Invoice Date

PROGRESS ENERGY FLORIDA
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON STREET - PEB 10A
RALEIGH, NC 27601

Page 5 of 5

Freight Invoice

Barge Commodity Option Ship Name	Contract Reference	Origin CP Date/Time RL Date/Time	Destination CP Date/Time RL Date/Time	Bill Tons Minimum Load/Unld Tons	Base Rate WFB %	Bill Rate	Amount
PEN146 COAL	20041389	Leach, KY Lockwood Dock 02/21/2007 0700 02/22/2007 0700	Davant, LA Teco Bulk Tml	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PEN235 COAL	20041389	Leach, KY Lockwood Dock 02/21/2007 0700 02/22/2007 0700	Davant, LA Teco Bulk Tml	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total Due [REDACTED]

Please Remit To:
MEMCO Barge Line

P.O. Box 74367
Cleveland, OH 44194-4367

earlier in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the term of this Agreement shall be extended for the purposes of storage and loading of any coal that remains after the expiration of the Delivery Term as provided in Section 5.4 hereof (the "Storage & Loading Term") in which case, for such storage and loading purposes only, this Agreement shall expire on the earlier of (i) when all of PEF's coal has been removed from storage at the Terminal by loading in PEF's Gulf Barges in accordance with PEF's instructions and the terms of this Agreement or (ii) three (3) months after any expiration of the Delivery Term or any other cancellation or termination of this Agreement.

Article III: Quantity

During the Delivery Term of this Agreement TECO Bulk Terminal shall make available to and provide to PEF the Terminal Services as requested by PEF for up to but not to exceed approximately [REDACTED] Tons of coal (the "Maximum Volume Quantity"), including those Terminal Services relating to storage and loading of the coal. TECO Bulk Terminal shall further make available and provide the Terminal Services related to storage and loading of the coal (but not any relating to offloading and discharge of the coal) during the Storage & Loading Term for any coal that was previously delivered to the Terminal during the Delivery Term. The actual volume of coal for which Terminal Services shall be provided hereunder shall be as determined in PEF's sole discretion including without limitation by taking into account its power plant fuel forecasts and overall transportation needs and inventory level requirements and shall be delivered to the Terminal throughout the Delivery Term of this Agreement; provided, however, that the coal delivered hereunder may be stored at the Terminal for a period of time past the expiration of this Delivery Term until the expiration of the Storage & Loading Term as provided in Section 5.4(i) hereof.

Article IV: Services and Rates

Section 4.1. Equipment for Delivery and Loading.

(i) All coal for which Terminal Services are to be provided hereunder will be delivered to the Terminal by PEF or on PEF's behalf, as applicable, by PEF's coal transportation providers, whether by open hopper river barges (the "River Barges") or by ocean-going import vessels (the "Vessels"). The River Barges shall have a maximum width of 35 feet and a maximum length of 205 feet. The Vessels will typically be handy to panamax in size and may be gearless, geared, grabbed or conveyor belt equipped. TECO Bulk Terminal agrees to be able to discharge and allow for discharge each of these types of River Barges and Vessels. All River Barges shall be blade cleaned by TECO Bulk Terminal upon completion of unloading for re-delivery to PEF's barge carrier. All Vessels shall be blade cleaned by TECO Bulk Terminal where applicable upon completion of unloading.

(ii) The equipment to be loaded hereunder shall be ocean-going covered hopper barges and tugs (collectively the "Gulf Barges").

Section 4.2. Warranty of Safe Berth. TECO Bulk Terminal shall exercise due diligence to provide the Vessel, the River Barges and the Gulf Barges safe ingress to and egress from the Terminal. TECO Bulk Terminal further hereby warrants that it shall provide safe and adequate berth for each and all of the River Barges, Vessels and Gulf Barges, provided that the River Barges, Vessels and Gulf Barges meet the general Terminal suitability requirements set forth in the first paragraph of Section 31 of the Terminal Rules. TECO Bulk Terminal further represents and warrants that the draft at the berth shall at all times be at least equivalent to the draft at the Southwest Pass.

Section 4.3 Terminal Services & Rates. During the Service Term of this Agreement TECO Bulk Terminal agrees to provide the applicable Terminal Services requested by PEF. PEF agrees to pay the following rates per Ton of coal for the Terminal Services performed by TECO Bulk Terminal:

(i) For all coal that is delivered to the Terminal for or on behalf of PEF by River Barges PEF shall pay [REDACTED] per Ton regardless of whether such coal is lightered directly to the Gulf Barges or transloaded to ground storage regardless of the method of unloading such River Barges utilized by TECO Bulk Terminal. Such rate includes blade cleaning of the River Barge holds (inclusive of labor and equipment).

(ii) For all coal that is delivered to the Terminal for or on behalf of PEF by Vessels PEF shall pay the following rates per Ton:

(a) (Gearless) Vessel-Terminal discharge through storage: [REDACTED]

Rate includes unloading the coal with the Terminal's crane through the Terminal's material handling system, river barge chartering (if required), handling, fleetting, shifting and lashing to side of Vessel; draftsmen and supervision to coordinate swapping out of loads/empties at the Vessel in a prompt manner so as not to delay the Vessel discharge; blade cleaning of Vessel holds (inclusive of labor and equipment); and later reclamation of coal from storage to the Gulf Barges.

(b) (Gearless) Vessel-Terminal discharge lightered directly to Gulf Barge: [REDACTED]

Rate includes unloading the coal with the Terminal's crane and lightering it directly into Gulf Barges, river barge chartering (if required), handling, fleetting, shifting and lashing to side of Vessel; draftsmen and supervision to coordinate swapping out of loads/empties at the Vessel in a prompt manner so as not to delay the Vessel discharge and blade cleaning of Vessel holds (inclusive of labor and equipment).

(c) (Geared/Grabbed) Vessel-self discharge through storage: [REDACTED]

(1) Rate includes receiving the coal from the Vessel; river barge chartering, handling, fleetting, shifting and lashing to side of Vessel; draftsmen and supervision to coordinate swapping out of loads/empties at the Vessel in a prompt manner so as not to delay the Vessel discharge; and later reclamation of

coal from storage to the Gulf Barges. Rate does not include labor or equipment to operate the shipboard cranes.

(2) An additional fee of [REDACTED] per Ton will be charged if blade cleaning of the Vessel hold is required (which rate is inclusive of labor and equipment).

(d) (Geared/Grabbed) Vessel-self discharge lightered to Gulf Barges through Terminal: [REDACTED]

(1) Rate includes receiving the coal from the Vessel; river barge chartering, handling, fleetings, shifting and lashing to side of Vessel; draftsmen and supervision to coordinate swapping out of loads/empties at the Vessel in a prompt manner so as not to delay the Vessel discharge. Rate does not include storage or labor and equipment to operate the shipboard cranes.

(2) An additional fee of [REDACTED] per Ton will be charged if blade cleaning of the Vessel hold is required (which rate is inclusive of labor and equipment).

(e) (Conveyor) Vessel-self discharge through the inbound hopper through storage: [REDACTED]

Rate excludes any barging and barge services, hold cleaning, crane operations and all other services not necessary for a Vessel conveyor boom discharge direct to and compatible with the Terminal's inbound conveyor belt discharge hopper.

(f) (Conveyor) Vessel-self discharge through the inbound hopper lightered directly to Gulf Barge: [REDACTED]

Rate excludes any barging and barge services, hold cleaning, crane operations and all other services not necessary for a Vessel conveyor boom discharge direct to and compatible with the Terminal's inbound conveyor belt discharge hopper.

(g) In addition to each of the rates listed in (a) through (f) above, the per Ton blending fees listed in this Section 4.3(g) will be charged as follows in the event that such blending is requested by PEF:

Two part blend: [REDACTED]

Three part blend: [REDACTED]

Four part blend: [REDACTED]

The direct transfer rates set forth herein provides for all coal discharged at the Terminal hereunder, whether offloaded by TECO Bulk Terminal or self-discharged by the Vessel, to pass through the Terminal's mechanical sampler and metal collection devices and shall also include the blending of other coal from ground storage if required as directed by PEF. All rates include the ground storage as provided in Article V hereof including through the term of the Storage & Loading Term, but do not include the costs of sample collection or analysis. All such sampling and collection shall be performed by SGS Labs St. Rose or such other laboratory as mutually agreed to between the Parties (as applicable, the "Lab"). PEF shall be responsible for all such costs of sampling and collection and shall pay such Lab directly.

The rates hereunder include the cost to have the Terminal operations on stand-by and ready and available to receive, discharge and load the River Barges, Vessels and Gulf Barges, as applicable, SHINC with no exceptions or exemptions for holidays. All such rates are fixed for the entire Service Term of this Agreement. All such rates include all fees for ground storage for an unlimited number of days (subject to the expiration of the Storage & Loading Term) for up to [REDACTED] Tons of coal as provided in Section 5.4 hereof.

The rates set forth herein include dockage, line handling and one assist tug for each Gulf Barge at arrival and departure. If additional assist tug service is requested by the Gulf Barge owner, Gulf Barge owner will arrange for and pay for this service.

The rates set forth herein do not include dockage, line handling and assist tug for the Vessels. All such fees for the Vessels shall be billed directly to the Vessel owner or other Vessel party.

TECO Bulk Terminal shall provide and operate a fleet and harbor towboat for the shifting of loading and empty River Barges to and from the dock and the mooring area and the pickup and delivery of loaded and empty River Barges at the mooring area from the River Barge carrier's tow; provided, however, the rates set forth herein do not include fleeting charges and/or charges for stacking covers for the River Barges, which charges shall be billed directly to the River Barge carrier or other River Barge party.

PEF shall not have any liability whatsoever hereunder for any such third parties that are under contract with PEF, including without limitation any charges with respect to the Vessel, Gulf Barges and/or the River Barges, as provided herein (collectively the "Third Party Charges"); provided, however PEF and TECO Bulk Terminal agree to work together in collecting any outstanding Third Party Charges.

TECO Bulk Terminal shall provide and maintain magnets at the Terminal's River Barge and Vessel unloaders, stacker-reclaimers and outbound loading dock conveyors sufficient to prevent transfer of metal into PEF's stockpile and Gulf Barges, and shall utilize such magnets to screen all inbound and outbound coal.

TECO Bulk Terminal shall provide and maintain sampling systems for the purpose of sampling all inbound and outbound coal. The sampling systems shall conform to applicable ASTM standard D2234 (or any superseding standard applicable to sampling) and shall be bias tested on a minimum annual basis.

Section 4.5. Taxes and Other Fees. All rates set forth herein are inclusive of any and all fees, taxes, tolls, duties and port charges, if any, applicable to TECO Bulk Terminal as of the Effective Date including without limitation the Plaquemines Port Tonnage Tax of [REDACTED] per Net Ton. Should any government or governmental agency or authority having jurisdiction over this Agreement or TECO Bulk Terminal impose or increase any tax, charge, impost, duty, toll, tariff or port charge on the coal or on the use of the waterways

- (c) Time lost due to the actions of PEF or any third party shall be excluded;
- (d) Time lost due to wet or unusual conditions of the coal shall be excluded;
- and
- (e) Time spent shifting from anchorage to the berth shall not count as freetime.

Subject to the foregoing, in the event that TECO Bulk Terminal fails to receive the coal at a rate at least equal to or faster than the Grabbed Discharge Guarantee Rate then TECO Bulk Terminal will reimburse PEF at the demurrage rate applicable to such Vessel. PEF will not pay despatch on grabbed discharge Vessels. Demurrage/Despatch rates must be declared prior to Vessel arrival.

(v) TECO Bulk Terminal guarantees to discharge the coal from the River Barges within four (4) days after the first 7:00 a.m. following the River Barge's constructive placement at the Terminal's fleet or upon arrival at fleet of TECO Bulk Terminal's choice when TECO Bulk Terminal has notified the carrier that the Terminal fleet is unavailable (the "River Barge Guarantee Rate"). TECO Bulk Terminal shall be bound to meet this River Barge Guarantee Rate obligation without regard to whether such River Barges are covered or uncovered. TECO Bulk Terminal shall not be responsible for time lost due to coal quality, River Barge seaworthiness or the River Barge suitability. In the event that TECO Bulk Terminal fails to discharge the River Barges at or faster than the River Barge Guarantee Rate then TECO Bulk Terminal shall reimburse PEF for any and all barge demurrage incurred by PEF up to a maximum of [REDACTED] per River Barge per day. River Barge demurrage calculations shall be reconciled on a quarterly basis (using the River Barge empty-release dates to determine in which quarter a barge falls) within sixty (60) days after the end of each quarter.

5.3. Loading.

(i) During the Services Term TECO Bulk Terminal shall load PEF's Gulf Barges hereunder twenty-four hours per day, seven days per week. TECO Bulk Terminal is permitted fourteen (14) weather working hours freetime to load each Gulf Barge for a Gulf Barge for up to 16,500 Tons. In the event PEF utilizes a Gulf Barge with a capacity greater than 16,500 Tons then the freetime allowed TECO Bulk Terminal shall adjusted at an equivalent per Ton hourly rate. For example:

$$16,500 \text{ Tons} / 14 \text{ hrs} = 1178 \text{ Tons per hour}$$

$$20,000 \text{ Ton Vessel} / 1178 \text{ Tons per hour} = 16.97 \text{ hrs}$$

PEF will not pay despatch for any Gulf Barges loaded faster than the freetime allowed.

(ii) For laytime/demurrage calculating purposes with respect to the Gulf Barges; TECO Bulk Terminal freetime shall commence as follows:

- (a) if the berth is open upon arrival of the Gulf Barge, upon tender of written NOR confirming the Gulf Barge is ready in all respects to load and tying up of the Gulf Barge;
- (b) if no berth is open upon arrival of the Gulf Barge, when NOR has been tendered by the Gulf Barge while in reasonable proximity to the



BULK TERMINAL

P.O. BOX 22048
TAMPA, FLORIDA 33622-2048

PROGRESS ENERGY
ATTN: REGULATED FUEL ACCTG
P O BOX 1551, PEB 10A
RALEIGH, NC 27602

Invoice Date: 2/19/2007
Invoice Number: ECT 18859
TERMS: Net 30 Days
PRO2000

FOR TRANSFER OR OTHER SERVICE

Explanation	Quantity	Rate	Amount
-------------	----------	------	--------

02/03/07: CHARGE FOR LOADING COAL INTO O/B AMY THOMPSON AT TECO BULK TERMINAL #1 DOCK AND FEES FOR BLENDING.

LOADED FROM Y1-VENZ STOCK PILE

[REDACTED] [REDACTED] \$ [REDACTED]

LOADED FROM Y1-COLMB STOCK PILE

[REDACTED] [REDACTED] \$ [REDACTED]

ADDTL FEE FOR BLENDING (2 PART RATE;AS PER CONTRACT AGREEMENT)

[REDACTED] [REDACTED] \$ [REDACTED]

30%
70%

TOTAL:

\$ [REDACTED]

THANK YOU FOR YOUR BUSINESS!

Remit to: TECO Bulk Terminal, P.O. Box 22048, Tampa FL 33622-2048
For further information contact Accounts Receivable (813)209-4212 or FAX (813)273-0248



BULK TERMINAL

P.O. BOX 22048
TAMPA, FLORIDA 33622-2048

PROGRESS ENERGY
ATTN: REGULATED FUEL ACCTG
P O BOX 1551, PEB 10A
RALEIGH, NC 27602

Invoice Date: 2/21/2007
Invoice Number: ECT 18864
TERMS: Net 30 Days
PRO2000

FOR TRANSFER OR OTHER SERVICE

Explanation	Quantity	Rate	Amount
-------------	----------	------	--------

2/4/07 CHARGE FOR LOADING COAL INTO O/B EMI 1850 AT TECO BULK TERMINAL
#1 DOCK; ALSO ADDTL FEE FOR BLENDING

LOADED FROM Y1-VENZ STOCK PILE

[REDACTED]

LOADED FROM Y1-COLMB STOCK PILE

[REDACTED]

ADDTL FEE FOR BLENDING (2 PART RATE) (AS PER
CONTRACT AGREEMENT)

[REDACTED]

*30.72 unit
70.72 rate*

Q

TOTAL:

[REDACTED]

THANK YOU FOR YOUR BUSINESS!

Remit to: TECO Bulk Terminal, P.O. Box 22048, Tampa FL 33622-2048
For further information contact Accounts Receivable (813)209-4212 or FAX (813)273-0248



BULK TERMINAL

P.O. BOX 22048
TAMPA, FLORIDA 33622-2048

PROGRESS ENERGY
ATTN: REGULATED FUEL ACCTG
P O BOX 1551, PEB 10A
RALEIGH, NC 27602

Invoice Date: 2/28/2007
Invoice Number: ECT 18875
TERMS: Net 30 Days
PRO2000

FOR TRANSFER OR OTHER SERVICE

Explanation	Quantity	Rate	Amount
-------------	----------	------	--------

02/27/07; CHARGE FOR LOADING COAL (AND BLENDING) INTO O/B EMI 1850 AT
TECO BULK TERMINAL #1 DOCK:

Loaded from Y1-Venz stock pile

[REDACTED]

Loaded from Y1-Coimb stock pile

[REDACTED]

ADDTL FEE FOR BLENDING (2 part rate)(As per
contract agreement)

[REDACTED]

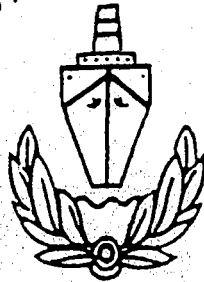
TOTAL:

[REDACTED]

THANK YOU FOR YOUR BUSINESS!

Remit to: TECO Bulk Terminal, P.O. Box 22048, Tampa FL 33622-2048
For further information contact Accounts Receivable (813)209-4212 or FAX (813)273-0248

FLANDERS MARINE SURVEYS, INC.



ok to pay.
Verified 1/9
S. Post

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Ref: Barge: "EMI 1850"

Date: January 06, 2006

Invoice No.: 4877-07
Your Order No.: 117337
3rd Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "EMI 1850" Crystal River Florida.
With Loaded Displacement Survey on January 04, 2006 and Closing
Light weight Survey on January 06, 2006.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric tons

Payable in 30 Days

TOTAL DUE THIS INVOICE _____ \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002385

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



Ok to pay.
Verified 1/13/07
S. Power

INVOICE

To: Progress Energy Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: January 08, 2007

Invoice No.: 4878-06
Your Order No.: 117337
4th Barge of the Month

Ref: Barge: "Louise Howland" ✓

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "LOUISE HOWLAND" Crystal River Florida.
With Loaded Displacement Survey on January 07, 2007 and Closing
Lightweight Survey on January 09, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

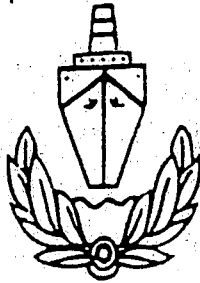
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002386

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



INVOICE

de lo par.
verified.
APR 1/15

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: January 14, 2007

Invoice No.: 4880-06

Your Order No.: 117337
5th Barge of the Month

Ref: Barge: "Miss Dott-o" ✓

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "Miss Dott-o" Crystal River Florida.
With Loaded Displacement Survey on January 10, 2007 and Closing
Lightweight Survey on January 14, 2007

COAL Unloaded as per Draft Survey [REDACTED] Short Tons \$ [REDACTED]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

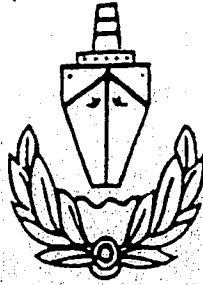
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002387

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



ok to pay.
Verified 1/18/07
J. P. Orr

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: January 16, 2007

Invoice No.: 4882-07
Your Order No.: 117337
6th Barge of the Month

Ref: Barge: "Amy Thompson" ✓

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "Amy Thompson" Crystal River Florida.
With Loaded Displacement Survey on January 14, 2007 and Closing
Light weight Survey on January 16, 2007.

COAL Unloaded as per Draft Surveys— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric Tons

Payable 30 Days

TOTAL DUE THIS INVOICE _____ \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

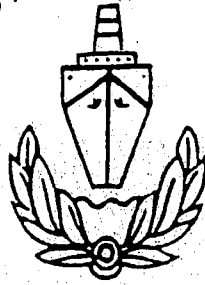
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002388

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



ok to pay.
verified 1/18/07
[Signature]

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: January 17, 2007

Invoice No.: 4884-07
Your Order No.: 117337
7th Barge of the Month

Ref: Barge: "EMI 1850"

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "EMI 1850" Crystal River Florida.
With Loaded Displacement Survey on January 16, 2007 and Closing
Light weight Survey on January 17, 2007.

COAL Unloaded as per Draft Survey— [redacted] Short Tons \$ [redacted]
[redacted] Metric tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [redacted]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002389

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

E-mail: fmsit@bellsouth.net

FLANDERS MARINE SURVEYS, INC.



INVOICE

*de to pay.
L.Poss.
Verified 1/22/07*

To: Progress Energy Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: January 20, 2007

Invoice No.: 4885-06
Your Order No.: 117337
8th Barge of the Month

Ref: Barge: "Louise Howland" /

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "LOUISE HOWLAND" Crystal River Florida.
With Loaded Displacement Survey on January 18, 2007 and Closing
Lightweight Survey on January 20, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

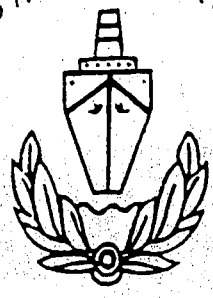
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002390

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



ok to pay.
Verified 1/26/07
J. Post

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Ref: Barge: "EMI 1850" ✓

Date: January 25, 2007

Invoice No.: 4887-07
Your Order No.: 117337
9th Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "EMI 1850" Crystal River Florida.
With Loaded Displacement Survey on January 23, 2007 and Closing
Light weight Survey on January 25, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002391

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



*de to pay.
Verified. 1/30/07
S. Post*

INVOICE

**To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629**

Date: January 26, 2007

Invoice No.: 4888-06

Your Order No.: 117337

Ref: Barge: "Miss Dott-o" ✓

10th Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "Miss Dott-o" Crystal River Florida.
With Loaded Displacement Survey on January 25, 2007 and Closing
Lightweight Survey on January 26, 2007

**COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric Tons**

Payable in 30 Days

TOTAL DUE THIS INVOICE-----S [REDACTED]

REMIT:

MARINE SURVEYORS AND CONSULTANTS

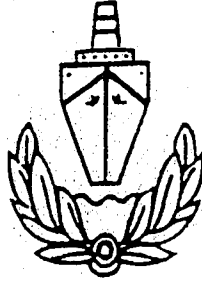
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002392

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



OK to pay.

Verified 1/31/07

S. Pa...

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: January 29, 2007

Invoice No.: 4890-07
Your Order No.: 117337
11th Barge of the Month

Ref: Barge: "Amy Thompson" ✓

FOR PROFESSIONAL SERVICES RENDERED:	AMOUNT
-------------------------------------	--------

Draft Survey onboard the barge "Amy Thompson" Crystal River Florida.
With Loaded Displacement Survey on January 26, 2007 and Closing
Light weight Survey on January 29, 2007.

COAL Unloaded as per Draft Surveys— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric Tons

Payable 30 Days

TOTAL DUE THIS INVOICE _____ \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002393

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



ok to pay.
L. P. ...
Verified 2/1/07

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629
Ref: Barge: "EMI 1850" ✓

Date: January 31, 2007
Invoice No.: 4892-07
Your Order No.: 117337
12th Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "EMI 1850" Crystal River Florida.
With Loaded Displacement Survey on January 30, 2007 and Closing
Light weight Survey on January 31, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric tons

Payable in 30 Days

TOTAL DUE THIS INVOICE _____ \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

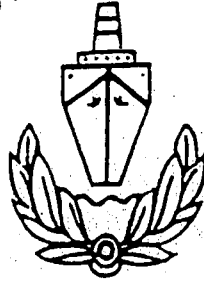
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002394

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



INVOICE

ok to pay.
Verified 2/6
S. Post

To: Progress Energy Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: February 03, 2007

Invoice No.: 4893-06
Your Order No.: 117337
1st Barge of the Month

Ref: Barge: "Louise Howland"

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "LOUISE HOWLAND" Crystal River Florida.
With Loaded Displacement Survey on January 31, 2007 and Closing
Lightweight Survey on February 03, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

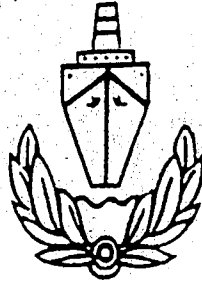
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002395

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



de ho pay.

J. P. Ross

Verified 2/9/07

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: February 6, 2007

Invoice No.: 4895-06

Your Order No.: 117337

Ref: Barge: "Miss Dott-o" /

2nd Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "Miss Dott-o" Crystal River Florida.
With Loaded Displacement Survey on February 04, 2007 and Closing
Lightweight Survey on February 06, 2007

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [REDACTED] X [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002396

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

E-mail: fmsi1@bellsouth.net

FLANDERS MARINE SURVEYS, INC.



de. to pay.
verified 2/13/07
S. Post

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629
Ref: Barge: "EMI 1850" ✓

Date: February 09, 2007
Invoice No.: 4899-07
Your Order No.: 117337
4th Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "EMI 1850" Crystal River Florida.
With Loaded Displacement Survey on February 07, 2007 and Closing
Light weight Survey on February 09, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric tons

Payable in 30 Days

TOTAL DUE THIS INVOICE----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

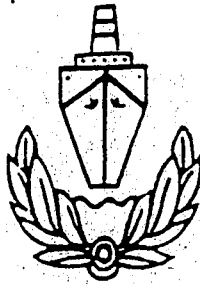
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002398

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

E-mail: fmsi1@bellsouth.net

FLANDERS MARINE SURVEYS, INC.



de top 24.
Verified 2/13/07
[Signature]

INVOICE

To: Progress Energy Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: February 10, 2007

Invoice No.: 4901-06
Your Order No.: 117337
5th Barge of the Month

Ref: Barge: "Louise Howland"

FOR PROFESSIONAL SERVICES RENDERED:

AMOUNT

Draft Survey onboard the barge "LOUISE HOWLAND" Crystal River Florida.
With Loaded Displacement Survey on January 09, 2007 and Closing
Lightweight Survey on February 10, 2007.

COAL Unloaded as per Draft Survey — [REDACTED] Short Tons \$ [REDACTED]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

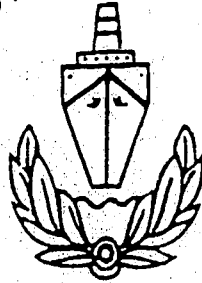
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002399

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



*de ho pay.
verified 2/20
J. Post*

INVOICE

**To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629**

Date: February 18, 2007

Invoice No.: 4903-06

Your Order No.: 117337

Ref: Barge: "Miss Dott-o" ✓

6th Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "Miss Dott-o" Crystal River Florida.
With Loaded Displacement Survey on February 16, 2007 and Closing
Lightweight Survey on February 18, 2007

COAL Unloaded as per Draft Survey [REDACTED] **Short Tons** \$ [REDACTED]
[REDACTED] **Metric Tons**

Payable in 30 Days

TOTAL DUE THIS INVOICE [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

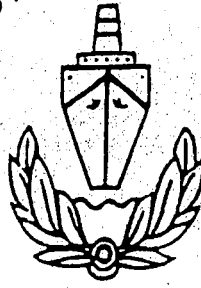
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002400

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



ok to pay.
verified 2/22/07
S. Post

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: February 20, 2007

Invoice No.: 4907-07
Your Order No.: 117337
8th Barge of the Month

Ref: Barge: "EMI 1850"

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "EMI 1850" Crystal River Florida.
With Loaded Displacement Survey on February 19, 2007 and Closing
Light weight Survey on February 20, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

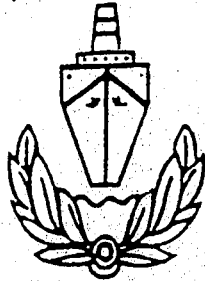
P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002402

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



INVOICE

de to pm.
verified 2/23/07
J. Post

To: Progress Energy Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: February 22, 2007

Invoice No.: 4909-06
Your Order No.: 117337
9th Barge of the Month

Ref: Barge: "Louise Howland" ✓

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "LOUISE HOWLAND" Crystal River Florida.
With Loaded Displacement Survey on January 21, 2007 and Closing
Lightweight Survey on February 22, 2007.

COAL Unloaded as per Draft Survey [redacted] Short Tons \$ [redacted]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ----- \$ [redacted]

REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002403

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



ok to pay.
verified 2/27/07

J. Pat

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: February 25, 2007

Invoice No.: 4911-07
Your Order No.: 117337
10th Barge of the Month

Ref: Barge: "Miss Dott-o"

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "Miss Dott-o" Crystal River Florida.
With Loaded Displacement Survey on February 24, 2007 and Closing
Lightweight Survey on February 25, 2007

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002404

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



de to par.
verified 2/21/07
J. L.

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: February 26, 2007

Invoice No.: 4913-07
Your Order No.: 117337
11th Barge of the Month

Ref: Barge: "Amy Thompson" ✓

FOR PROFESSIONAL SERVICES RENDERED:

AMOUNT

Draft Survey onboard the barge "Amy Thompson" Crystal River Florida.
With Loaded Displacement Survey on February 25, 2007 and Closing
Light weight Survey on February 26, 2007.

COAL Unloaded as per Draft Surveys— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric Tons

Payable 30 Days

TOTAL DUE THIS INVOICE ----- \$ [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002405

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



ok to pay.
verified 3/8/07
J. Ross

INVOICE

To: Progress Energy, Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Ref: Barge: "EMI 1850"

Date: March 02, 2007

Invoice No.: 4915-07
Your Order No.: 117337
1st Barge of the Month

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "EMI 1850" Crystal River Florida.
With Loaded Displacement Survey on February 28, 2007 and Closing
Light weight Survey on March 02, 2007.

COAL Unloaded as per Draft Survey— [REDACTED] Short Tons \$ [REDACTED]
[REDACTED] Metric tons

Payable in 30 Days

TOTAL DUE THIS INVOICE ————— \$ [REDACTED]
REMIT:

2 Feb
- 1 Mar

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002406

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190

FLANDERS MARINE SURVEYS, INC.



INVOICE

ok to pay
verified 3/2/07
J. Post.

To: Progress Energy Corporation
Crystal River, Units # 1 & #2
Crystal River, Florida 33629

Date: March 03, 2007

Invoice No.: 4916-06
Your Order No.: 117337
2nd Barge of the Month

Ref: Barge: "Louise Howland"

FOR PROFESSIONAL SERVICES RENDERED: AMOUNT

Draft Survey onboard the barge "LOUISE HOWLAND" Crystal River Florida.
With Loaded Displacement Survey on March 02, 2007 and Closing
Lightweight Survey on March 03, 2007.

COAL Unloaded as per Draft Survey [REDACTED] Short Tons \$ [REDACTED]
Metric Tons

Payable in 30 Days

TOTAL DUE THIS INVOICE [REDACTED]
REMIT:

MARINE SURVEYORS AND CONSULTANTS

P. O. Box 842
Inglis, FL 34449
Telephone (352) 447-3044

PEF-07FL-002407

E-mail: fmsi1@bellsouth.net

Fax (352) 447-3044
Cell (352) 302-2189
Cell (352) 302-2190



MINERAL LABS, INC.

Box 549, Salyersville, Kentucky 41465, (606) 349-6145
 Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 PEB 10
 RALEIGH, NC 27602

Invoice # 6125165 PAGE 10

Date 12/31/2006

Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
1/01/07	[REDACTED]	SHORT PROX (M-A-S-BTU) (961200687)F-071	/	[REDACTED]
1/01/07	[REDACTED]	SHORT PROX (M-A-S-BTU) (961200688)F-071	/	[REDACTED]
1/01/07	[REDACTED]	SHORT PROX (M-A-S-BTU) (961200689)F-071	/	[REDACTED]
1/01/07	[REDACTED]	SHORT PROX (M-A-S-BTU) (961200690)F-071	/	[REDACTED]
1/01/07	[REDACTED]	OB AUTO F-071 (4050236)	[REDACTED]	[REDACTED]
		CURRENT INVOICE 6125165 AMOUNT DUE		[REDACTED] + [REDACTED] <i>charges corrected collected PFC</i>
			<i>Mark PEF</i>	[REDACTED] ↓ <i>exclude</i>
				[REDACTED] PEF
				[REDACTED] PFC
				<i>[Signature]</i>
				✓

THIS IS YOUR MONTHLY INVOICE AND STATEMENT OF ACCOUNT

CUSTOMER COPY

PEF-07FL-002409



MINERAL LABS, INC.

Box 549, Salyersville, Kentucky 41465, (606) 349-6145
Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company **5100 PROGRESS ENERGY/FLORIDA**
ATTN: JON PUTNAM
PO BOX 1531
FEB 10
RALEIGH, NC

Invoice # **7015180** PAGE **1**

Date **1/31/2007**

Terms: Payment Due by 25th of Month

27602

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
		PREVIOUS BALANCE		
		MONTH'S ADJUSTMENTS		
12/30/06		SHORT PROX (M-A-S-BTU) (161208550)F061	/	
12/30/06		VOLATILE / FIXED CARBON (161208550)F061	/	
12/30/06		GRINDABILITY INDEX (HGI)(161208550)F061	/	
1/02/07		SHORT PROX (M-A-S-BTU) (170100179)F065	/	
1/02/07		SHORT PROX (M-A-S-BTU) (170100180)F065	/	
1/02/07		SHORT PROX (M-A-S-BTU) (170100181)F065	/	
1/02/07		SHORT PROX (M-A-S-BTU) (170100182)F065	/	
1/02/07		OB AUTO F-068 (5055079)		
1/02/07		OB AUTO F-065 (8012417)		
1/03/07		SHORT PROX (M-A-S-BTU) (570100096)F-068	/	
1/03/07		SHORT PROX (M-A-S-BTU) (570100097)F-068	/	
1/03/07		SHORT PROX (M-A-S-BTU) (570100098)F-068	/	
1/03/07		SHORT PROX (M-A-S-BTU) (570100099)F-068	/	
1/03/07		OB AUTO F-090 (5055102)		
1/04/07		SHORT PROX (M-A-S-BTU) (570100265)F-090	/	
1/04/07		SHORT PROX (M-A-S-BTU) (570100266)F-090	/	
1/04/07		SHORT PROX (M-A-S-BTU) (570100267)F-090	/	
1/04/07		SHORT PROX (M-A-S-BTU) (570100268)F-090	/	
1/04/07		OB AUTO/F-078 (4050276)		
1/04/07		OB AUTO/F-078 (4050277)		
1/04/07		OB AUTO/F-090 (5055132)		
1/04/07		OB AUTO/F-090 (5055134)		
1/05/07		SHORT PROX (M-A-S-BTU) (170101319)F-078	/	
1/05/07		SHORT PROX (M-A-S-BTU) (170101320)F-078	/	
1/05/07		SHORT PROX (M-A-S-BTU) (170101321)F-078	/	
1/05/07		SHORT PROX (M-A-S-BTU) (170101322)F-078	/	
1/05/07		SHORT PROX (M-A-S-BTU) (570100305)AEP-605 B /	/	
1/05/07		VOLATILE / FIXED CARBON (570100305)AEP-605 B /	/	
1/05/07		BARGE DRAFT READINGS (570100305)AEP-605 B /	/	
1/05/07		OB AUTO-AEP-605B (5055155)		
1/06/07		SHORT PROX (M-A-S-BTU) (170101612)F079	/	
1/06/07		SHORT PROX (M-A-S-BTU) (170101613)F079	/	
1/06/07		SHORT PROX (M-A-S-BTU) (170101614)F079	/	
1/06/07		SHORT PROX (M-A-S-BTU) (170101615)F079	/	
1/06/07		OB AUTO-F-079 (4050295)		
1/08/07		SHORT PROX (M-A-S-BTU) (170101909)F-080	/	
1/08/07		SHORT PROX (M-A-S-BTU) (170101910)F-080	/	

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MINERAL LABS, INC.

Box 549, Salyersville, Kentucky 41465, (606) 349-6145
 Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company S100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 FEB 10
 RALEIGH, NC

Invoice # 7015180 PAGE 2

Date 1/31/2007

Terms: Payment Due by 25th of Month

27602

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
1/08/07		SHORT PROX (M-A-S-BTU) (170101911)F-080	/	
1/08/07		SHORT PROX (M-A-S-BTU) (170101912)F-080	/	
1/08/07		SHORT PROX (M-A-S-BTU) (570100423)PEN-109	/	
1/08/07		VOLATILE / FIXED CARBON (570100423)PEN-109	/	
1/08/07		BARGE DRAFT READINGS (570100423)PEN-109	/	
1/08/07		SHORT PROX (M-A-S-BTU) (570100424)AEP-8825	/	
1/08/07		VOLATILE / FIXED CARBON (570100424)AEP-8825	/	
1/08/07		BARGE DRAFT READINGS (570100424)AEP-8825	/	
1/08/07		OBSERVING AUTO F-080 (4050306)		
1/08/07		OB AUTO PEN109,AEP8825 (5055202)		
1/09/07		SHORT PROX (M-A-S-BTU) (570100538)AEP-840	/	
1/09/07		VOLATILE / FIXED CARBON (570100538)AEP-840	/	
1/09/07		BARGE DRAFT READINGS (570100538)AEP-840	/	
1/09/07		SHORT PROX (M-A-S-BTU) (570100556)AEP-199	/	
1/09/07		VOLATILE / FIXED CARBON (570100556)AEP-199	/	
1/09/07		BARGE DRAFT READINGS (570100556)AEP-199	/	
1/09/07		OB AUTO AEP840,199 (5055257)		
1/10/07		SHORT PROX (M-A-S-BTU) (170102609)F-081	/	
1/10/07		SHORT PROX (M-A-S-BTU) (170102610)F-081	/	
1/10/07		SHORT PROX (M-A-S-BTU) (170102611)F-081	/	
1/10/07		SHORT PROX (M-A-S-BTU) (170102612)F-081	/	
1/10/07		SHORT PROX (M-A-S-BTU) (570100649)MEM-626	/	
1/10/07		VOLATILE / FIXED CARBON (570100649)MEM-626	/	
1/10/07		BARGE DRAFT READINGS (570100649)MEM-626	/	
1/10/07		OB AUTO F-081 (4050331)		
1/10/07		OB AUTO F-103 (4050337)		
1/10/07		OB AUTO MEM-626 (5055281)		
1/11/07		SHORT PROX (M-A-S-BTU) (170102980)F-103	/	
1/11/07		SHORT PROX (M-A-S-BTU) (170102981)F-103	/	
1/11/07		SHORT PROX (M-A-S-BTU) (170102982)F-103	/	
1/11/07		SHORT PROX (M-A-S-BTU) (170102983)F-103	/	
1/11/07		OB AUTO F-104 (4050347)		
1/12/07		SHORT PROX (M-A-S-BTU) (170103110)F104	/	
1/12/07		SHORT PROX (M-A-S-BTU) (170103111)F104	/	
1/12/07		SHORT PROX (M-A-S-BTU) (170103112)F104	/	
1/12/07		SHORT PROX (M-A-S-BTU) (170103113)F104	/	
1/12/07		SHORT PROX (M-A-S-BTU) (570100886)AEP-596B	/	
1/12/07		VOLATILE / FIXED CARBON (570100886)AEP-596B	/	
1/12/07		BARGE DRAFT READINGS (570100886)AEP-596B	/	
1/12/07		SHORT PROX (M-A-S-BTU) (870100458)F100	/	

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MINERAL LABS, INC.

Box 549, Salyersville, Kentucky 41465, (606) 349-6145
 Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 PEB 10
 RALEIGH, NC 27602

Invoice # 7015180 PAGE 3
 Date 1/31/2007
 Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
1/12/07		SHORT PROX (M-A-S-BTU) (870100459)F100	/	
1/12/07		SHORT PROX (M-A-S-BTU) (870100460)F100	/	
1/12/07		SHORT PROX (M-A-S-BTU) (870100461)F100	/	
1/12/07		OB AUTO/AEP-596B (5055345)		
1/12/07		AUTO/F-100 (8012491)		
1/13/07		SHORT PROX (M-A-S-BTU) (170103576)F-082	/	
1/13/07		SHORT PROX (M-A-S-BTU) (170103577)F-082	/	
1/13/07		SHORT PROX (M-A-S-BTU) (170103578)F-082	/	
1/13/07		SHORT PROX (M-A-S-BTU) (170103579)F-082	/	
1/13/07		ASH FUSION (170103579)F-082	/	
1/13/07		OB AUTO/F-082 (4050372)		
1/16/07		SHORT PROX (M-A-S-BTU) (170104241)F-083	/	
1/16/07		SHORT PROX (M-A-S-BTU) (170104242)F-083	/	
1/16/07		SHORT PROX (M-A-S-BTU) (170104243)F-083	/	
1/16/07		SHORT PROX (M-A-S-BTU) (170104244)F-083	/	
1/16/07		SHORT PROX (M-A-S-BTU) (170104297)F-105	/	
1/16/07		SHORT PROX (M-A-S-BTU) (170104298)F-105	/	
1/16/07		SHORT PROX (M-A-S-BTU) (170104299)F-105	/	
1/16/07		SHORT PROX (M-A-S-BTU) (170104300)F-105	/	
1/16/07		ASH FUSION (170104300)F-105	/	
1/16/07		SHORT PROX (M-A-S-BTU) (570101136)TA-147	/	
1/16/07		VOLATILE / FIXED CARBON (570101136)TA-147	/	
1/16/07		BARGE DRAFT READINGS (570101136)TA-147	/	
1/16/07		SHORT PROX (M-A-S-BTU) (570101137)PEN-221B	/	
1/16/07		BARGE DRAFT READINGS (570101137)PEN-221B	/	
1/16/07		OB AUTO/F-105 (1003928)		
1/16/07		AUTO/F-083 (4050392)		
1/16/07		AUTO/TA-147, PEN-221B (5055421)		
1/17/07		SHORT PROX (M-A-S-BTU) (870100625)F-098	/	
1/17/07		SHORT PROX (M-A-S-BTU) (870100626)F-098	/	
1/17/07		SHORT PROX (M-A-S-BTU) (870100627)F-098	/	
1/17/07		SHORT PROX (M-A-S-BTU) (870100628)F-098	/	
1/17/07		OB AUTO/F-098 (8012519)		
1/19/07		SHORT PROX (M-A-S-BTU) (170105390)F084	/	
1/19/07		SHORT PROX (M-A-S-BTU) (170105391)F-084	/	
1/19/07		SHORT PROX (M-A-S-BTU) (170105392)F-084	/	
1/19/07		SHORT PROX (M-A-S-BTU) (170105393)F084	/	
1/19/07		SHORT PROX (M-A-S-BTU) (570101461)PEN-208B	/	
1/19/07		VOLATILE / FIXED CARBON (570101461)PEN-208B	/	
1/19/07		BARGE DRAFT READINGS (570101461)PEN-208B	/	

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COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 PEB 10
 RALEIGH, NC 27602

Invoice # 7015180 PAGE 4

Date 1/31/2007

Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
1/19/07		OB AUTO/F-084 (4050435)		
1/19/07		OB AUTO-PEN-208B (5055507)		
1/20/07		SHORT PROX (M-A-S-BTU) (870100777)F-099 /		
1/20/07		SHORT PROX (M-A-S-BTU) (870100778)F-099 /		
1/20/07		SHORT PROX (M-A-S-BTU) (870100779)F-099 /		
1/20/07		SHORT PROX (M-A-S-BTU) (870100780)F-099 /		
1/20/07		SHORT PROX (M-A-S-BTU) (870100787)F-101 /		
1/20/07		SHORT PROX (M-A-S-BTU) (870100788)F-101 /		
1/20/07		SHORT PROX (M-A-S-BTU) (870100789)F-101 /		
1/20/07		SHORT PROX (M-A-S-BTU) (870100790)F-101 /		
1/20/07		OB AUTO/F-091 (5055526)		
1/20/07		OB AUTO/F-099 (8012539)		
1/20/07		OB AUTO/F-101 (8012542)		
1/22/07		SHORT PROX (M-A-S-BTU) (570101560)F091 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101561)F091 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101562)F091 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101563)F091 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101589)EFC-157 /		
1/22/07		VOLATILE / FIXED CARBON (570101589)EFC-157 /		
1/22/07		BARGE DRAFT READINGS (570101589)EFC-157 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101625)F-092 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101626)F-092 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101627)F-092 /		
1/22/07		SHORT PROX (M-A-S-BTU) (570101628)F-092 /		
1/22/07		OB AUTO/EFC-157 (5055544)		
1/22/07		OB AUTO/F-092 (5055552)		
1/23/07		SHORT PROX (M-A-S-BTU) (570101743)AEP-584 /		
1/23/07		VOLATILE / FIXED CARBON (570101743)AEP-584 /		
1/23/07		BARGE DRAFT READINGS (570101743)AEP-584 /		
1/23/07		OB AUTO/AEP-584 (5055580)		
1/24/07		SHORT PROX (M-A-S-BTU) (570101831)AEP-584 /		
1/24/07		VOLATILE / FIXED CARBON (570101831)AEP-584 /		
1/24/07		BARGE DRAFT READINGS (570101831)AEP-584 /		
1/24/07		SHORT PROX (M-A-S-BTU) (570101908)AEP-584 /		
1/24/07		VOLATILE / FIXED CARBON (570101908)AEP-584 /		
1/24/07		OB AUTO/F-093 (5055603)		
1/24/07		OB AUTO/AEP-584 (5055608)		
1/25/07		SHORT PROX (M-A-S-BTU) (170107093)F-085 /		
1/25/07		SHORT PROX (M-A-S-BTU) (170107094)F-085 /		
1/25/07		SHORT PROX (M-A-S-BTU) (170107095)F-085 /		

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COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
ATTN: JON PUTNAM
PO BOX 1551
PEB 10
RALEIGH, NC 27602

Invoice # 7015180 PAGE 5
Date 1/31/2007
Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
1/25/07		SHORT PROX (M-A-S-BTU) (170107096)F-085	/	
1/25/07		ASH FUSION (170107096)F-085	/	
1/25/07		SHORT PROX (M-A-S-BTU) (570101909)F-093	/	
1/25/07		SHORT PROX (M-A-S-BTU) (570101910)F-093	/	
1/25/07		SHORT PROX (M-A-S-BTU) (570101911)F-093	/	
1/25/07		SHORT PROX (M-A-S-BTU) (570101912)F-093	/	
1/25/07		OB AUTO/F-085 (4050483)		
1/26/07		SHORT PROX (M-A-S-BTU) (570102036)MEM-651	/	
1/26/07		VOLATILE / FIXED CARBON (570102036)MEM-651	/	
1/26/07		BARGE DRAFT READINGS (570102036)MEM-651	/	
1/26/07		OB AUTO/MEM-651 (5053658)		
1/26/07		OB AUTO/F-102 (8012586)		
1/27/07		SHORT PROX (M-A-S-BTU) (570102144)F094	/	
1/27/07		SHORT PROX (M-A-S-BTU) (570102145)F094	/	
1/27/07		SHORT PROX (M-A-S-BTU) (570102146)F094	/	
1/27/07		SHORT PROX (M-A-S-BTU) (570102147)F094	/	
1/27/07		SHORT PROX (M-A-S-BTU) (870101025)F102	/	
1/27/07		SHORT PROX (M-A-S-BTU) (870101026)F102	/	
1/27/07		SHORT PROX (M-A-S-BTU) (870101027)F102	/	
1/27/07		SHORT PROX (M-A-S-BTU) (870101028)F102	/	
1/27/07		ANALYTICAL/F-102 (8012588)		
1/27/07		PREP TIME/F-102 (8012588)		
1/28/07		OB AUTO/F-094 (5055683)		
1/29/07		SHORT PROX (M-A-S-BTU) (570102188)EFC-9219	/	
1/29/07		VOLATILE / FIXED CARBON (570102188)EFC-9219	/	
1/29/07		BARGE DRAFT READINGS (570102188)EFC-9219	/	
1/29/07		OB AUTO/F-086 (4050522)		
1/29/07		OB AUTO/EFC-9219 (5055711)		
1/30/07		SHORT PROX (M-A-S-BTU) (170108021)F086	/	
1/30/07		SHORT PROX (M-A-S-BTU) (170108022)F086	/	
1/30/07		SHORT PROX (M-A-S-BTU) (170108023)F086	/	
1/30/07		SHORT PROX (M-A-S-BTU) (170108024)F086	/	
1/30/07		OB AUTO/F-096 (4050538)		
1/31/07		SHORT PROX (M-A-S-BTU) (170108450)F-096	/	
1/31/07		SHORT PROX (M-A-S-BTU) (170108451)F-096	/	
1/31/07		SHORT PROX (M-A-S-BTU) (170108452)F-096	/	
1/31/07		SHORT PROX (M-A-S-BTU) (170108453)F-096	/	
1/31/07		SHORT PROX (M-A-S-BTU) (170108728)F107	/	
1/31/07		SHORT PROX (M-A-S-BTU) (170108729)F107	/	
1/31/07		SHORT PROX (M-A-S-BTU) (170108730)F107	/	

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COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 PEB 10
 RALEIGH, NC 27602

Invoice # 7015180 PAGE 6
 Date 1/31/2007
 Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
1/31/07	[REDACTED]	SHORT PROX (M-A-S-BTU) (170108731)F-107	/	[REDACTED]
1/31/07	[REDACTED]	VOLATILE / FIXED CARBON (170108731)F-107	/	[REDACTED]
1/31/07	[REDACTED]	ASH FUSION (170108731)F-107	/	[REDACTED]
1/31/07	[REDACTED]	OB AUTO/F-107 (4050544)	[REDACTED]	[REDACTED]
		CURRENT INVOICE 7015180 AMOUNT DUE		[REDACTED]
				<i>[Handwritten Signature]</i>

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COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 PEB 10
 RALEIGH, NC 27602

Invoice # 7025175 PAGE 1

Date 2/28/2007

Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
		PREVIOUS BALANCE		
		MONTH'S PAYMENTS		
		MONTH'S ADJUSTMENTS		
2/01/07		SHORT PROX (M-A-S-BTU) (570200005)F-095	/	
2/01/07		SHORT PROX (M-A-S-BTU) (570200006)F-095	/	
2/01/07		SHORT PROX (M-A-S-BTU) (570200007)F-095	/	
2/01/07		SHORT PROX (M-A-S-BTU) (570200008)F-095	/	
2/01/07		OB AUTO F-095 (5055797)		
2/02/07		SHORT PROX (M-A-S-BTU) (570200179)AEP-117	/	
2/02/07		VOLATILE / FIXED CARBON (570200179)AEP-117	/	
2/02/07		BARGE DRAFT READINGS (570200179)AEP-117	/	
2/02/07		OB AUTO/AEP-117 (5055822)		
2/03/07		SHORT PROX (M-A-S-BTU) (170200767)F-07	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200768)F-097	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200769)F-097	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200770)F-097	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200771)F108	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200772)F108	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200773)F108	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200774)F108	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200841)F109	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200842)F109	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200843)F109	/	
2/03/07		SHORT PROX (M-A-S-BTU) (170200844)F109	/	
2/03/07		VOLATILE / FIXED CARBON (170200844)F109	/	
2/03/07		ASH FUSION (170200844)F109	/	
2/03/07		OB AUTO/F-108 (4050573)		
2/03/07		OBS AUTO/F-097 (4050579)		
2/06/07		SHORT PROX (M-A-S-BTU) (870200200)F110	/	
2/06/07		SHORT PROX (M-A-S-BTU) (870200201)F110	/	
2/06/07		SHORT PROX (M-A-S-BTU) (870200202)F110	/	
2/06/07		SHORT PROX (M-A-S-BTU) (870200203)F110	/	
2/06/07		ANALYTICAL/F-110 (8012653)		
2/06/07		OB AUTO/F-110 (8012659)		
2/07/07		OB AUTO F-111 (4050612)		
2/08/07		SHORT PROX (M-A-S-BTU) (17021859)F111	/	
2/08/07		SHORT PROX (M-A-S-BTU) (170201857)F111	/	
2/08/07		SHORT PROX (M-A-S-BTU) (170201858)F111	/	
2/08/07		SHORT PROX (M-A-S-BTU) (170201860)F111	/	

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 Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 FEB 10
 RALEIGH, NC 27602

Invoice # 7025175 PAGE 2
 Date 2/28/2007
 Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

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Date	Quantity	Description	Unit Price	Total Price
2/08/07		SHORT PROX (M-A-S-BTU) (170202094)F112	/	
2/08/07		SHORT PROX (M-A-S-BTU) (170202095)F112	/	
2/08/07		SHORT PROX (M-A-S-BTU) (170202096)F112	/	
2/08/07		SHORT PROX (M-A-S-BTU) (170202097)F112	/	
2/08/07		VOLATILE / FIXED CARBON (170202097)F112	/	
2/08/07		OB AUTO F-112 (4050616)		
2/09/07		SHORT PROX (M-A-S-BTU) (570200673)AEP-9259	/	
2/09/07		VOLATILE / FIXED CARBON (570200673)AEP-9259	/	
2/09/07		BARGE DRAFT READINGS (570200673)AEP-9259	/	
2/09/07		SHORT PROX (M-A-S-BTU) (570200674)EFC-9606	/	
2/09/07		VOLATILE / FIXED CARBON (570200674)EFC-9606	/	
2/09/07		BARGE DRAFT READINGS (570200674)EFC-9606	/	
2/09/07		SHORT PROX (M-A-S-BTU) (570200677)F-124	/	
2/09/07		SHORT PROX (M-A-S-BTU) (570200678)F-124	/	
2/09/07		SHORT PROX (M-A-S-BTU) (570200679)F-124	/	
2/09/07		SHORT PROX (M-A-S-BTU) (570200680)F-124	/	
2/09/07		OB AUTO/AEP-9259,EFC-960 (5055961)		
2/09/07		OB AUTO/F-124 (5055974)		
2/10/07		SHORT PROX (M-A-S-BTU) (170202729)F125	/	
2/10/07		SHORT PROX (M-A-S-BTU) (170202730)F125	/	
2/10/07		SHORT PROX (M-A-S-BTU) (170202731)F125	/	
2/10/07		SHORT PROX (M-A-S-BTU) (170202732)F125	/	
2/10/07		SHORT PROX (M-A-S-BTU) (170202733)F113	/	
2/10/07		SHORT PROX (M-A-S-BTU) (170202734)F113	/	
2/10/07		SHORT PROX (M-A-S-BTU) (170202735)F113	/	
2/10/07		SHORT PROX (M-A-S-BTU) (170202736)F113	/	
2/10/07		SHORT PROX (M-A-S-BTU) (570200738)AEP-609B	/	
2/10/07		VOLATILE / FIXED CARBON (570200738)AEP-609B	/	
2/10/07		BARGE DRAFT READINGS (570200738)AEP-609B	/	
2/10/07		OB AUTO/F-125 (4050637)		
2/10/07		OB AUTO/F-113 (4050645)		
2/10/07		OB AUTO/AEP-609B (5055991)		
2/11/07		PREMIUM OB AUTO/F-126 (5056006)		
2/11/07		OB AUTO/F-126 (5056006)		
2/12/07		SHORT PROX (M-A-S-BTU) (570200755)F126	/	
2/12/07		SHORT PROX (M-A-S-BTU) (570200756)F126	/	
2/12/07		SHORT PROX (M-A-S-BTU) (570200757)F126	/	
2/12/07		SHORT PROX (M-A-S-BTU) (570200758)F126	/	
2/12/07		SHORT PROX (M-A-S-BTU) (570200858)MEM-94102	/	
2/12/07		VOLATILE / FIXED CARBON (570200858)MEM-94102	/	

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MINERAL LABS, INC.

Box 549, Salyersville, Kentucky 41465, (606) 349-6145
Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
ATTN: JON PUTNAM
PO BOX 1551
FEB 10
RALEIGH, NC 27602

Invoice # 7025175

PAGE 3

Date 2/28/2007

Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
2/12/07		BARGE DRAFT READINGS (570200858)MEM-94102 /		
2/12/07		SHORT PROX (M-A-S-BTU) (570200859)PEN-234 B /		
2/12/07		VOLATILE / FIXED CARBON (570200859)PEN-234 B /		
2/12/07		BARGE DRAFT READINGS (570200859)PEN-234 B /		
2/12/07		SHORT PROX (M-A-S-BTU) (570200880)F127 /		
2/12/07		SHORT PROX (M-A-S-BTU) (570200881)F127 /		
2/12/07		SHORT PROX (M-A-S-BTU) (570200882)F127 /		
2/12/07		SHORT PROX (M-A-S-BTU) (570200883)F127 /		
2/12/07		OB AUTO F-114 (4050663)		
2/12/07		OB AUTO PEN234B, MEM94102 (5056017)		
2/12/07		OB AUTO F-127 (5056031)		
2/13/07		SHORT PROX (M-A-S-BTU) (170203391) F-114 /		
2/13/07		SHORT PROX (M-A-S-BTU) (170203392) F-114 /		
2/13/07		SHORT PROX (M-A-S-BTU) (170203393) F-114 /		
2/13/07		SHORT PROX (M-A-S-BTU) (170203394) F-114 /		
2/14/07		OB AUTO F-115 (8012719)		
2/15/07		SHORT PROX (M-A-S-BTU) (170203982)F115 /		
2/15/07		SHORT PROX (M-A-S-BTU) (170203983)TL# F115 /		
2/15/07		SHORT PROX (M-A-S-BTU) (170203984)F115 /		
2/15/07		SHORT PROX (M-A-S-BTU) (170203985)F115 /		
2/15/07		VOLATILE / FIXED CARBON (170203985)F115 /		
2/15/07		ASH FUSION (170203985)F115 /		
2/15/07		SHORT PROX (M-A-S-BTU) (570201175)MEM-5292 /		
2/15/07		VOLATILE / FIXED CARBON (570201175)MEM-5292 /		
2/15/07		BARGE DRAFT READINGS (570201175)MEM-5292 /		
2/15/07		SHORT PROX (M-A-S-BTU) (570201176)MEM-5201 /		
2/15/07		VOLATILE / FIXED CARBON (570201176)MEM-5201 /		
2/15/07		BARGE DRAFT READINGS (570201176)MEM-5201 /		
2/15/07		OB AUTO/MEM-6292, 5201 (5056125)		
2/15/07		OB AUTO F-115 (8012722)		
2/17/07		SHORT PROX (M-A-S-BTU) (170204622)#F-116 /		
2/17/07		SHORT PROX (M-A-S-BTU) (170204623)#F-116 /		
2/17/07		SHORT PROX (M-A-S-BTU) (170204624)#F-116 /		
2/17/07		SHORT PROX (M-A-S-BTU) (170204625)#F-116 /		
2/17/07		SHORT PROX (M-A-S-BTU) (570201426)F128 /		
2/17/07		SHORT PROX (M-A-S-BTU) (570201427)F128 /		
2/17/07		SHORT PROX (M-A-S-BTU) (570201428)UT# F-128 /		
2/17/07		SHORT PROX (M-A-S-BTU) (570201429)F128 /		
2/17/07		OB AUTO/F-128 (5056181)		
2/18/07		OB AUTO/F-116 (4050716)		

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PEF-07FL-002418



MINERAL LABS, INC.

Box 549, Salyersville, Kentucky 41465, (606) 349-6145
Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
ATTN: JON PUTNAM
PO BOX 1551
FEB 10
RALEIGH, NC 27602

Invoice # 7025175 PAGE 4
Date 2/28/2007

Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
2/19/07		SHORT PROX (M-A-S-BTU) (170204765)#F133	/	
2/19/07		SHORT PROX (M-A-S-BTU) (170204766)#F133	/	
2/19/07		SHORT PROX (M-A-S-BTU) (170204767)#F133	/	
2/19/07		SHORT PROX (M-A-S-BTU) (170204768) #F133	/	
2/19/07		VOLATILE / FIXED CARBON (170204768) #F133	/	
2/19/07		GRINDABILITY INDEX (HGI) (170204768) #F133	/	
2/19/07		SHORT PROX (M-A-S-BTU) (570201513)MEM-5092	/	
2/19/07		VOLATILE / FIXED CARBON (570201513)MEM-5092	/	
2/19/07		BARGE DRAFT READINGS (570201513)MEM-5092	/	
2/19/07		SHORT PROX (M-A-S-BTU) (570201514)MEM-5101	/	
2/19/07		VOLATILE / FIXED CARBON (570201514)MEM-5101	/	
2/19/07		BARGE DRAFT READINGS (570201514)MEM-5101	/	
2/19/07		OB AUTO F-133 (1004256)		
2/19/07		OB AUTO/MEMS092, MEMS101 (5056203)		
2/19/07		OB AUTO F-117 (8012747)		
2/20/07		SHORT PROX (M-A-S-BTU) (570201679)AEP-705	/	
2/20/07		VOLATILE / FIXED CARBON (570201679)AEP-705	/	
2/20/07		BARGE DRAFT READINGS (570201679)AEP-705	/	
2/20/07		SHORT PROX (M-A-S-BTU) (870200670)F117	/	
2/20/07		SHORT PROX (M-A-S-BTU) (870200671)F117	/	
2/20/07		SHORT PROX (M-A-S-BTU) (870200672)F117	/	
2/20/07		SHORT PROX (M-A-S-BTU) (870200673)F117	/	
2/20/07		OB AUTO AEP-705 (5056214)		
2/20/07		ANALYTICAL TIME F-117 (8012751)		
2/21/07		SHORT PROX (M-A-S-BTU) (170205721)PEN-146	/	
2/21/07		VOLATILE / FIXED CARBON (170205721)PEN-146	/	
2/21/07		SHORT PROX (M-A-S-BTU) (270200528)PEN 235 B	/	
2/21/07		VOLATILE / FIXED CARBON (270200528)PEN 235 B	/	
2/21/07		SHORT PROX (M-A-S-BTU) (270200530)AEP-755	/	
2/21/07		VOLATILE / FIXED CARBON (270200530)AEP-755	/	
2/21/07		ANALYTICAL PEN235B, AEP75 (2112647)		
2/21/07		OB AUTO PEN146, RTC252R (2112678)		
2/22/07		SHORT PROX (M-A-S-BTU) (170206087)# F-122	/	
2/22/07		SHORT PROX (M-A-S-BTU) (170206088)#F-122	/	
2/22/07		SHORT PROX (M-A-S-BTU) (170206089) #F-122	/	
2/22/07		SHORT PROX (M-A-S-BTU) (170206090)# F-122	/	
2/22/07		SHORT PROX (M-A-S-BTU) (270200558)EFC-9256	/	
2/22/07		VOLATILE / FIXED CARBON (270200558)EFC-9256	/	
2/22/07		SHORT PROX (M-A-S-BTU) (270200560)PEN-141	/	
2/22/07		VOLATILE / FIXED CARBON (270200560)PEN-141	/	

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MINERAL LABS, INC.

Box 549, Salyersville, Kentucky 41465, (606) 349-6145
 Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 FEB 10
 RALEIGH, NC 27602

Invoice # 7025175 PAGE 8

Date 2/28/2007

Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
2/22/07		SHORT PROX (M-A-S-BTU) (570201888)PEN-121 /		
2/22/07		VOLATILE / FIXED CARBON (570201888)PEN-121 /		
2/22/07		BARGE DRAFT READINGS (570201888)PEN-121 /		
2/22/07		SHORT PROX (M-A-S-BTU) (870200783) F-120 /		
2/22/07		SHORT PROX (M-A-S-BTU) (870200784) F-120 /		
2/22/07		SHORT PROX (M-A-S-BTU) (870200785) F-120 /		
2/22/07		SHORT PROX (M-A-S-BTU) (870200786) F-120 /		
2/22/07		ANALYTICAL EFC9256, PEN14 (2112679)		
2/22/07		OB AUTO EFC9256, PEN141 (2112687)		
2/22/07		OB AUTO F-122 (4050761)		
2/22/07		OB AUTO PEN-121 (5056287)		
2/22/07		OB AUTO F-120 (8012771)		
2/23/07		SHORT PROX (M-A-S-BTU) (170206494) F134 /		
2/23/07		VOLATILE / FIXED CARBON (170206494) F134 /		
2/23/07		SHORT PROX (M-A-S-BTU) (170206495)F134 /		
2/23/07		VOLATILE / FIXED CARBON (170206495)F134 /		
2/23/07		SHORT PROX (M-A-S-BTU) (170206496) F134 /		
2/23/07		VOLATILE / FIXED CARBON (170206496) F134 /		
2/23/07		SHORT PROX (M-A-S-BTU) (170206497) F134 /		
2/23/07		VOLATILE / FIXED CARBON (170206497) F134 /		
2/23/07		GRINDABILITY INDEX (HGI)(170206497) F134 /		
2/23/07		GRINDABILITY INDEX (HGI)(170206566) F-120 /		
2/23/07		GRINDABILITY INDEX (HGI)(170206567) F-120 /		
2/23/07		GRINDABILITY INDEX (HGI)(170206568) F-120 /		
2/23/07		SHORT PROX (M-A-S-BTU) (170206651)#F118 /		
2/23/07		SHORT PROX (M-A-S-BTU) (170206652)#F118 /		
2/23/07		SHORT PROX (M-A-S-BTU) (170206653)#F118 /		
2/23/07		SHORT PROX (M-A-S-BTU) (170206654)#F118 /		
2/23/07		GRINDABILITY INDEX (HGI)(170206692) F-120 /		
2/23/07		SHORT PROX (M-A-S-BTU) (270200597)ERC-9669 /		
2/23/07		VOLATILE / FIXED CARBON (270200597)ERC-9669 /		
2/23/07		SHORT PROX (M-A-S-BTU) (270200598)TA-144 /		
2/23/07		VOLATILE / FIXED CARBON (270200598)TA-144 /		
2/23/07		ANALYTICAL/EFC-9669, TA-144 (2112710)		
2/23/07		OB AUTO/EFC-9669, TA-144 (2112718)		
2/23/07		OB AUTO/F-118 (4050777)		
2/26/07		SHORT PROX (M-A-S-BTU) (170207112)EFC-9670 /		
2/26/07		VOLATILE / FIXED CARBON (170207112)EFC-9670 /		
2/26/07		SHORT PROX (M-A-S-BTU) (570202173)AEP-915 /		
2/26/07		VOLATILE / FIXED CARBON (570202173)AEP-915 /		

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Box 549, Salyersville, Kentucky 41465, (606) 349-6145
 Fax (606) 349-6106

COAL-WATER-SOIL ANALYSIS

Company 5100 PROGRESS ENERGY/FLORIDA
 ATTN: JON PUTNAM
 PO BOX 1551
 FEB 10
 RALEIGH, NC 27602

Invoice # 7025175 PAGE 6

Date 2/28/2007

Terms: Payment Due by 25th of Month

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage Rate of 18%, will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price	Total Price
2/26/07		BARGE DRAFT READINGS (570202173)AEP-915 /		
2/26/07		SHORT PROX (M-A-S-BTU) (570202182)AEP-218 /		
2/26/07		VOLATILE / FIXED CARBON (570202182)AEP-218 /		
2/26/07		BARGE DRAFT READINGS (570202182)AEP-218 /		
2/26/07		OB AUTO EFC-9670 (2112767)		
2/26/07		OB AUTO AEP-915 (5056366)		
2/26/07		OB AUTO AEP-218 (5056380)		
2/26/07		OB AUTO F-121 (8012794)		
2/27/07		SHORT PROX (M-A-S-BTU) (870200933)TL# F121 /		
2/27/07		SHORT PROX (M-A-S-BTU) (870200934)TL# F121 /		
2/27/07		SHORT PROX (M-A-S-BTU) (870200935)TL# F121 /		
2/27/07		SHORT PROX (M-A-S-BTU) (870200936)TL# F121 /		
2/27/07		ANALYTICAL F-121 (8012804)		
2/28/07		SHORT PROX (M-A-S-BTU) (170208160)F130 /		
2/28/07		SHORT PROX (M-A-S-BTU) (170208161) F130 /		
2/28/07		SHORT PROX (M-A-S-BTU) (170208162) F130 /		
2/28/07		SHORT PROX (M-A-S-BTU) (170208163)F130 /		
2/28/07		ASH FUSION (170208163)F130 /		
2/28/07		SHORT PROX (M-A-S-BTU) (570202413)TL# F129 /		
2/28/07		SHORT PROX (M-A-S-BTU) (570202414)TL# F129 /		
2/28/07		SHORT PROX (M-A-S-BTU) (570202415)TL# F129 /		
2/28/07		SHORT PROX (M-A-S-BTU) (570202416)TL# F129 /		
2/28/07		OB AUTO F-130 (4050820)		
2/28/07		OB AUTO F-129 (5056448)		
CURRENT INVOICE 7025175 AMOUNT DUE				

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PEF-07FL-002421



COAL EXPORT SERVICES INTERNATIONAL, INC.

1850 Porter Lake Dr.
Suite 103
Sarasota, FL 34240

Phone: (941) 379-4999
Fax: (941) 342-7333

MR. JASON DUTTINGER
PROGRESS ENERGY FLORIDA, INC.
P.O. BOX 1551
PEB 10
RALEIGH, NC 27602

DATE: 02-06-2007
INVOICE: 97218
TERMS: DUE UPON RECEIPT OF INVOICE

ACCOUNT#: 7080
CONTROL: 4000
VESSEL: IOLCOS TRIUMPH
B/L DATE: 2/4/07
LOCATION: CARBOSAN - PUERTO PRODECO, COLOMBIA

LOADING PORT SUPERVISION COVERING THE LOADING OF THE
ABOVE VESSEL FOR A TONNAGE OF

[REDACTED] NET TONS @ [REDACTED] PER TON [REDACTED]

PLEASE PAY [REDACTED]

*OK JBAF
2/27/07*

THANK YOU

PLEASE PAY BY WIRE TRANSFER TO ACCOUNT:
COAL EXPORT SERVICES INTERNATIONAL, INC.
WACHOVIA BANK, N.A.
JACKSONVILLE, FL

ABA# 063000021

ACCT# [REDACTED]



COAL EXPORT SERVICES INTERNATIONAL, INC.

1850 Porter Lake Dr.
Suite 103
Sarasota, FL 34240

Phone: (941) 379-4999
Fax: (941) 342-7333

Mr. Jason Duttinger
Progress Energy Florida, Inc.
P.O. Box 1551
PEB 10
Raleigh, NC 27602

DATE: FEBRUARY 2, 2007

INVOICE: 97216

TERMS: DUE UPON RECEIPT OF INVOICE

ACCOUNT#: 9070
CONTROL: 4000
VESSEL: M/V IOLCOS TRIUMPH
B/L DATE: JANUARY 15, 2007
LOCATION: CARBOSAN PORT, SANTA MARTA, COLOMBIA

EXPENSES FOR DELIVERY OF SAMPLES AND DHL EXPENSE FOR
SHIPMENT OF SAMPLES TO SGS, ST. ROSE, LA

██████████ COLOMBIAN PESO'S @ ██████████ PESO'S = ██████████ US DOLLAR ██████████

PLEASE PAY ██████████

THANK YOU

*OK JBayt
3/8/07*

PLEASE PAY BY WIRE TRANSFER TO ACCOUNT:
COAL EXPORT SERVICES INTERNATIONAL, INC.
WACHOVIA BANK, N.A.
JACKSONVILLE, FL

ABA# 063000021

ACCT# ██████████

*OK to pay
3/7/2007*



COAL EXPORT SERVICES INTERNATIONAL, INC.

1850 Porter Lake Dr.
Suite 103
Sarasota, FL 34240

Phone: (941) 379-4999
Fax: (941) 342-7333

Mr. Jason Duttlinger
Progress Energy Florida, Inc.
P.O. Box 1551
PEB 10
Raleigh, NC 27602

DATE: FEBRUARY 10, 2007

INVOICE: 97220

TERMS: DUE UPON RECEIPT OF INVOICE

ACCOUNT#: 9070
CONTROL: 4000
VESSEL: M/V IOLCOS TRIUMPH
B/L DATE: FEBRUARY 4, 2007
LOCATION: CARBOSAN PORT, SANTA MARTA, COLOMBIA

EXPENSES FOR DELIVERY OF SAMPLES AND DHL EXPENSE FOR
SHIPMENT OF SAMPLES TO SGS, ST. ROSE, LA ON FEBRUARY 5, 2007

██████████ COLOMBIAN PESO'S @ ██████████ PESO'S = ██████████ US DOLLAR ██████████

PLEASE PAY

THANK YOU

PLEASE PAY BY WIRE TRANSFER TO ACCOUNT:
COAL EXPORT SERVICES INTERNATIONAL, INC.
WACHOVIA BANK, N.A.
JACKSONVILLE, FL

ABA# 063000021

ACCT#: ██████████

*OC J. Boy
H. H. H.*



COAL EXPORT SERVICES INTERNATIONAL, INC.

1850 Porter Lake Dr.
Suite 103
Sarasota, FL 34240

Phone: (941) 379-4999
Fax: (941) 342-7333

MR. JASON DUTTINGER
PROGRESS ENERGY FLORIDA, INC.
P.O. BOX 1551
PEB 10
RALEIGH, NC 27602

DATE: 01-18-2007
INVOICE: 97213
TERMS: DUE UPON RECEIPT OF INVOICE

ACCOUNT#: 7080
CONTROL: 4000
VESSEL: IOLCOS TRIUMPH
B/L DATE: 1/15/07
LOCATION: CARBOSAN TERMINAL, SANTA MARTA, COLOMBIA

LOADING PORT SUPERVISION COVERING THE LOADING OF THE
ABOVE VESSEL FOR A TONNAGE OF

[REDACTED] NET TONS @ [REDACTED] PER TON [REDACTED]

PLEASE PAY

OK to pay
(P)
1/24/2006
OK J Boyd
1/24/06

THANK YOU

PLEASE PAY BY WIRE TRANSFER TO ACCOUNT:
COAL EXPORT SERVICES INTERNATIONAL, INC.
WACHOVIA BANK, N.A.
JACKSONVILLE, FL

ABA# 063000021

ACCT# [REDACTED]



INVOICE

Invoice Number : 10920399
 Date : 09-JAN-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 870740

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-177287-01 TL F068 01-03-2007 FANCO					
	61-177287-02 TL F068 01-03-2007 FANCO					
	61-177287-03 TL F068 01-03-2007 FANCO					
	61-177502-01 TL F090 01-04-2007 ER					
	61-177502-02 TL F090 01-04-2007 ER					
	61-177502-03 TL F090 01-04-2007 ER					
8028	Hardgrove Grindability Index, As Run		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-177287-C TL F068 01-03-2007 FANCO					
	61-177502-C TL F090 01-04-2007 ER					
26903	Mechanical Sampling		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-177287-01 TL F068 01-03-2007 FANCO					
	61-177502-01 TL F090 01-04-2007 ER					
26947	Mileage		Mi			
	LAB NO. ID DATE RCD ORIGIN					
	61-177287-01 TL F068 01-03-2007 FANCO					
	61-177502-01 TL F090 01-04-2007 ER					
26949	Travel Expenses		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-177287-01 TL F068 01-03-2007 FANCO					
	61-177502-01 TL F090 01-04-2007 ER					
26947	Mileage		Mi			
	FUEL SURCHARGE					
					No Sales Tax	0.00
					Net Amount USD	
					Sum of Tax USD	
					Total Amount USD	

FOUR = [redacted] + 48 + 267 + 15 08 + 60
 FIVE = [redacted] + 48 + 267 + 15 07 + 60

Contact Name: MORGAN, TERRIE M
 Direct line: 304 925-6631
 E-mail: terrie.morgan@sgs.com

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT [redacted] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
 FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502

SGS North America Inc. - Minerals Division

SGS TAX ID 13-3041390

Member of SGS Group

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PEF-07FL-002428



INVOICE

Invoice Number : 10926338
 Date : 24-JAN-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 876099
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ MYRTLE GROVE, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6745 - SALES ORDER 1215206
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling NET TONS - MISS DOTTO		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-16C: 6745-09 THRU 6745-16 L. HOWLAND		Ea			
26903	Mechanical Sampling NET TONS - AMY THOMPSON		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-24C: 6745-17 THRU 6745-24 A. THOMPSON		Ea			
26903	Mechanical Sampling NET TONS - EMI 1850		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-30C: 6745-25 THRU 6745-30 EMI 1850		Ea			
26903	Mechanical Sampling NET TONS - LOUISE HOWLAND		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-38C: 6745-31 THRU 6745-38 L. HOWLAND		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT ██████████ ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL

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PEF-07FL-002429

Handwritten notes:
 OK J Boyd
 2/18/07
 (Signature)



INVOICE

Invoice Number : 10926950
 Date : 26-JAN-07
 Page : 1 / 1

PROGRESS ENERGY CAROLINAS INC
 PEB 10TH FL
 PO BOX 1551
 RALEIGH NC 27602
 United States

Customer Number : 118729
 Currency : USD
 Payment Term : Net due upon receipt
 SGS Order No. : 876707
 Purchase Order Ref. : M/V CSL ARGOSY

DRAFT/SAMPLING/ANALYSES - M/V CSL ARGOSY
 DISCHARGED TO GROUND STORAGE @ DAVANT
 COMMODITY: 55566.219MT (61251.282NT) COAL IN BULK
 AUTHORIZED BY: JASON DUTTINGER
 SGS FILE 6765 - SALES ORDER 1314402
 DMF

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
8060	Draft survey INITIAL/FINAL VESSEL DRAFT		Hrs			
8050	Traveling - Mileage 2 RD TRIPS - INITIAL/FINAL VESSEL DRAFT		KM			
25903	Mechanical Sampling		Ea			
26946	Equipment Rental NET TONS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6765-01 THRU -13 SUBLOTS 1 THRU 13		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

OK
2/15/07

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
 FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502
 CAROL STREAM IL 60132-2502
 United States

2/15/07

SGS North America Inc. - Minerals Division

SGS TAX ID 13-3041390

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PEF-07FL-002430



INVOICE

Invoice Number : 10928409
 Date : 30-JAN-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 878536

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178629-01 TL F091 01-22-2007 ER					
	61-178629-02 TL F091 01-22-2007 ER					
	61-178629-03 TL F091 01-22-2007 ER					
	61-178682-01 TL F092 01-22-2007 ER					
	61-178682-02 TL F092 01-22-2007 ER					
	61-178682-03 TL F092 01-22-2007 ER					
8028	Hardgrove Grindability Index, As Run		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178629-C TL F091 01-22-2007 ER					
	61-178682-C TL F092 01-22-2007 ER					
26903	Mechanical Sampling		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178629-01 TL F091 01-22-2007 ER					
	61-178682-01 TL F092 01-22-2007 ER					
26947	Mileage		Mi			
	LAB NO. ID DATE RCD ORIGIN					
	61-178629-01 TL F091 01-22-2007 ER					
	61-178682-01 TL F092 01-22-2007 ER					
26949	Travel Expenses		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178629-01 TL F091 01-22-2007 ER					
	61-178682-01 TL F092 01-22-2007 ER					
26947	Mileage		Mi			
	FUEL SURCHARGE					

No Sales Tax 0.00
 Net Amount USD
 Sum of Tax USD 0.00
 Total Amount USD

Contact Name: MORGAN, TERRIE M
 Direct line: 304 925-6631
 E-mail: terrie.morgan@sgs.com

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
 FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502

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 SGS TAX ID 13-3041390 Member of SGS Group

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INVOICE

Invoice Number : 10929442
 Date : 30-JAN-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 877161
 Purchase Order Ref. : MV IOLCOS TRUMP

PREP/ANALYSES - SUBMITTED SAMPLES
 IDENTIFIED AS - MV IOLCOS TRUMPH
 @ BARRANQUILLA
 COMMODITY: COAL IN BULK
 AUTHORIZED BY: JASON DUTTINGER
 SGS FILE 6789 - SALES ORDER 8917307
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
8231	Preparation 89-6789-01 THRU 6789-14 LOTS 1 THRU 14	1	Hrs			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6789-14C COMPOSITE COMPRISED OF 89-6789-01 THRU 6789-14 LOTS 1 THRU 14		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

*OK Boyd
2/15/07*

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT # [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
 FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502
 CAROL STREAM IL 60132-2502
 United States

*(Signature)
2/15/07*

SGS North America Inc. - Minerals Division

SGS TAX ID 13-3041390

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PEF-07FL-002432



INVOICE

Invoice Number : 10930721
 Date : 31-JAN-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 879393

NEW RIDGE

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-201241,48-201242,48-201243,48-201244 F071 1/1/07 DAMRON FORK		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-201859,48-201860,48-201861,48-201862 F103 1/11/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-201934,48-201935,48-201936,48-201937 F104 1/11-12/07 RAVEN		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-202174,48-202175,48-202176,48-202177,48-202178 48-202179,48-202180,48-202181 F105 1/16/07 SAMPLES TAKEN TO MINERAL LAB TO SPLIT DOWN SIGMON		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-202248,48-202249,48-202250,48-202251 F098 1/17/07 SAMPLES TAKEN TO MINERAL LAB TO SPLIT DOWN		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-202409,48-202410,48-202411,48-202412 F0099 1/20/07 SAMPLES TAKEN TO MINERAL LAB TO SPLIT DOWN		Ea			

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SGS TAX ID 13-3041390

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INVOICE

Invoice Number : 10930721
 Date : 31-JAN-07
 Page : 2 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number 118732
 Currency USD
 Payment Term Net Due in 30 Days
 SGS Order No. 879393

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26959	Energy Surcharge (GASOLINE SURCHARGE)		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name:	STUMP, JANET
Direct line:	606.432-2511
E-mail:	janet_stump@sgs.com

Please Remit To:
FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT # [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502
CAROL STREAM IL 60132-2502
 United States

SGS North America Inc. - Minerals Division

SGS TAX ID 13-3041390

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PEF-07FL-002434

SGS

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FEB 06 2007

INVOICE

Invoice Number : 10930167
Date : 31-JAN-07
Page : 1 / 2

ACCOUNTS PAYABLE

PROGRESS ENERGY
PO BOX 1241
RALEIGH NC 27602
United States

Customer Number : 118732
Currency : USD
Payment Term : Net Due in 30 Days
SGS Order No. : 878939

SAMPLE TAKEN AT B & W RESOURCES
CRYSTAL RIVER PLANT
UNIT TRAIN NO. F050

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
8028	Hardgrove Grindability Index, As Run		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		MI			
ANALYSES REPORT NUMBERS: 49-305238 - 1ST CUT 49-305239 - 2ND CUT 49-305240 - 3RD CUT 49-305241 - 95 CAR COMPOSITE SAMPLE TAKEN AT BARDO CRYSTAL RIVER PLANT UNIT TRAIN NO. F067						
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
8028	Hardgrove Grindability Index, As Run		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		MI			
ANALYSES REPORT NUMBERS: 49-305242 - 1ST CUT 49-305243 - 2ND CUT 49-305244 - 3RD CUT 49-305246 - 95 CAR COMPOSITE SAMPLE TAKEN AT B & W RESOURCES CRYSTAL RIVER PLANT UNIT TRAIN NO. F100						
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
8028	Hardgrove Grindability Index, As Run		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		MI			
ANALYSES REPORT NUMBERS: 49-306422 - 1ST CUT 49-306423 - 2ND CUT 49-306424 - 3RD CUT 49-306426 - 96 CAR COMPOSITE SAMPLE TAKEN AT B & W RESOURCES CRYSTAL RIVER PLANT UNIT TRAIN NO. F101						
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
8028	Hardgrove Grindability Index, As Run		Ea			
26904	Supervision of Mechanical Sampling		Ea			

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SGS TAX ID 13-3041390

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PEF-07FL-002435



INVOICE

Invoice Number : 10930167
 Date : 31-JAN-07
 Page : 2 / 2

PROGRESS ENERGY
 PO BOX 1241
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 878939

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26947	Mileage ANALYSES REPORT NUMBERS: 49-306988 - 1ST CUT 49-306989 - 2ND CUT 49-306990 - 3RD CUT 49-307008 - 95 CAR COMPOSITE SAMPLE TAKEN AT B & W RESOURCES CRYSTAL RIVER PLANT UNIT TRAIN NO. F102		Mi			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
8028	Hardgrove Grindability Index, As Run		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage ANALYSES REPORT NUMBERS: 49-307632 - 1ST CUT 49-307633 - 2ND CUT 49-307634 - 3RD CUT 49-307635 - 95 CAR COMPOSITE		MI			

No Sales Tax 0.00
 Net Amount USD [REDACTED]
 Sum of Tax USD 0.00
 Total Amount USD [REDACTED]

Contact Name: GILBERT, APRIL D
 Direct line: 606 248-4205
 E-mail: april.gilbert@sgs.com

Please Remit To:
FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502
 CAROL STREAM IL 60132-2502
 United States

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INVOICE

Invoice Number : 10945380
 Date : 07-FEB-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 894858

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179053-01 TL F094 01-28-2007 ER					
	61-179053-02 TL F094 01-28-2007 ER					
	61-179053-03 TL F094 01-28-2007 ER					
	61-179338-01 TL F095 02-01-2007 ER					
	61-179338-02 TL F095 02-01-2007 ER					
	61-179338-03 TL F095 02-01-2007 ER					
8028	Hardgrove Grindability Index, As Run		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179053-C TL F094 01-28-2007 -ER					
	61-179338-C TL F095 02-01-2007 -ER					
26903	Mechanical Sampling		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179053-01 TL F094 01-28-2007 ER					
	61-179338-01 TL F095 02-01-2007 ER					
26947	Mileage		Mi			
	LAB NO. ID DATE RCD ORIGIN					
	61-179053-01 TL F094 01-28-2007 ER					
	61-179338-01 TL F095 02-01-2007 ER					
26949	Travel Expenses		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179053-01 TL F094 01-28-2007 ER					
	61-179338-01 TL F095 02-01-2007 ER					
26947	Mileage		Mi			
	FUEL SURCHARGE					

No Sales Tax 0.00
 Net Amount USD
 Sum of Tax USD 0.00
 Total Amount USD

Contact Name: MORGAN, TERRIE M
 Direct line: 304 925-6631
 E-mail: terrie.morgan@sgs.com

Please Remit To:
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 ACCOUNT # [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
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INVOICE

Invoice Number : 10955585
 Date : 14-FEB-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 905387
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ MYRTLE GROVE, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6745 - SALES ORDER 1215221
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling NET TONS - EMI 1850		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-44C: 6745-39 THRU 6745-44 EMI 1850		Ea			
26903	Mechanical Sampling NET TONS - MISS DOTTO		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-52C: 6745-45 THRU 6745-52 MISS DOTTO		Ea			
26903	Mechanical Sampling NET TONS - AMY THOMPSON		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-60C: 6745-53 THRU 6745-60 A. THOMPSON		Ea			
26903	Mechanical Sampling NET TONS - LOUISE HOWLAND		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-68C: 6745-61 THRU 6745-68 L. HOWLAND		Ea			
26903	Mechanical Sampling NET TONS - MISS DOTTO		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6745-76C: 6745-69 THRU 6745-76 MISS DOTTO		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

SGS North America Inc. - Minerals Division

SGS TAX ID 13-3041390

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PEF-07FL-002438



INVOICE

Invoice Number : 10955643
 Date : 14-FEB-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 905389
 Purchase Order Ref. : M/V NORDEMS

DRAFT/SAMPLING/ANALYSES - M/V NORDEMS
 DISCHARGED TO GROUND STORAGE @ I.M.T.
 COMMODITY: 72711.858MT (80151.117NT) COAL IN BULK
 AUTHORIZED BY: JASON DUTTINGER
 SGS FILE 6726 - SALES ORDER 1215223
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
8060	Draft survey INITIAL/FINAL VESSEL DRAFT		Hrs			
8050	Traveling - Mileage 2 RD TRIPS - INITIAL/FINAL VESSEL DRAFT		KM			
26903	Mechanical Sampling NET SCALE TONS - DISCHARGED TO GROUND STORAGE		Ea			
26955	Launch Service I.M.T. EXPRESS - SAMPLES TO SHORE		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6726-01 THRU -09 S/L'S 1 THRU 9		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name:	MCDANIEL, PATRICIA
Direct line:	504 467-5522
E-mail:	patricia.mcdaniel@sgs.com

Patricia McDaniel
 2/17/07

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 FOR WIRE TRANSFER PAYMENTS:
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 United States

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PEF-07FL-002439



INVOICE

Invoice Number : 10955658
 Date : 14-FEB-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 905408
 Purchase Order Ref. : MV IOLCOS GRACE

ANALYSES - SUBMITTED SAMPLES IDENTIFIED
 AS MV IOLCOS GRACE
 AUTHORIZED BY: JASON DUTTINGER
 SGS FILE 6831 - SALES ORDER 8917323
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
8231	Preparation PER SAMPLE		Hrs			
8094	Proximate Analysis, Short (M, A, CV, S) 89-6831-01 THRU 6831-14 S/L'S 1 THRU 14 (ANALYTICAL RATE IS 15% OFF CURRENT BOOK)		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

OK sbal
2/12/07

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 ACCOUNT ██████████ ABA #031100209 SWIFT CODE: CITIUS33
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PEF-07FL-002440



INVOICE

Invoice Number : 10955576
 Date : 14-FEB-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 905397
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ MYRTLE GROVE, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6806 - SALES ORDER 1215230
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling NET TONS - LOUISE HOWLAND		Ea			
26955	Launch Service IMT EXPRESS		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-08C: 6806-01 THRU 6806-08 L. HOWLAND		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

*OK J. Boyd
2/13/07*

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 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
 FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502
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PEF-07FL-002441



INVOICE

Invoice Number : 10954931
 Date : 13-FEB-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number 118732
 Currency USD
 Payment Term Net Due in 30 Days
 SGS Order No. 904617

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178892-01 TL F093 01-25-2007 -ER					
	61-178892-02 TL F093 01-25-2007 -ER					
	61-178892-03 TL F093 01-25-2007 -ER					
	61-179926-01 TL F124 02-09-2007 ER					
	61-179926-02 TL F124 02-09-2007 ER					
	61-179926-03 TL F124 02-09-2007 ER					
8028	Hardgrove Grindability Index, As Run		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178892-C TL F093 01-25-2007 -ER					
	61-179926-C TL F124 02-09-2007 ER					
26903	Mechanical Sampling		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178892-01 TL F093 01-25-2007 -ER					
	61-179926-01 TL F124 02-09-2007 ER					
26947	Mileage		Mi			
	LAB NO. ID DATE RCD ORIGIN					
	61-178892-01 TL F093 01-25-2007 -ER					
	61-179926-01 TL F124 02-09-2007 ER					
26949	Travel Expenses		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-178892-01 TL F093 01-25-2007 -ER					
	61-179926-01 TL F124 02-09-2007 ER					
26947	Mileage		Mi			
	FUEL SURCHARGE					

No Sales Tax 0.00
 Net Amount USD
 Sum of Tax USD 0.00
 Total Amount USD

Contact Name: MORGAN, TERRIE M
 Direct line: 304 925-6631
 E-mail: terrie.morgan@sgs.com

Please Remit To:
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 ACCOUNT ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
 FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502

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INVOICE

Invoice Number : 10958125
 Date : 21-FEB-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 907517

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179968-01 TL F126 02-12-2007 ER					
	61-179968-02 TL F126 02-12-2007 ER					
	61-179968-03 TL F126 02-12-2007 ER					
	61-180052-01 TL F127 02-12-2007 ER					
	61-180052-02 TL F127 02-12-2007 ER					
	61-180052-03 TL F127 02-12-2007 ER					
	61-180461-01 TL F128 02-18-2007 ER					
	61-180461-02 TL F128 02-18-2007 ER					
	61-180461-03 TL F128 02-18-2007 ER					
8028	Hardgrove Grindability Index, As Run		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179968-C TL F126 02-12-2007 ER					
	61-180052-C TL F127 02-12-2007 ER					
	61-180461-C TL F128 02-18-2007 ER					
26903	Mechanical Sampling		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179968-01 TL F126 02-12-2007 ER					
	61-180052-01 TL F127 02-12-2007 ER					
	61-180461-01 TL F128 02-18-2007 ER					
26947	Mileage		Mi			
	LAB NO. ID DATE RCD ORIGIN					
	61-179968-01 TL F126 02-12-2007 ER					
	61-180052-01 TL F127 02-12-2007 ER					
	61-180461-01 TL F128 02-18-2007 ER					
26949	Travel Expenses		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-179968-01 TL F126 02-12-2007 ER					
	61-180052-01 TL F127 02-12-2007 ER					
	61-180461-01 TL F128 02-18-2007 ER					
26947	Mileage		Mi			
	FUEL SURCHARGE					

No Sales Tax 0.00
 Net Amount USD
 Sum of Tax USD 0.00
 Total Amount USD

Contact Name:	MORGAN, TERRIE M	6116	
Direct line:	304 925-6631	6117	
E-mail:	terrie.morgan@sgs.com	6118	

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PEF-07FL-002443



INVOICE

Invoice Number : 10957875
 Date : 21-FEB-07
 Page : 1 / 1

PROGRESS ENERGY CAROLINAS INC
 PEB 10TH FL
 PO BOX 1551
 RALEIGH NC 27602
 United States

Customer Number : 118729
 Currency : USD
 Payment Term : Net due upon receipt
 SGS Order No. : 907691
 Purchase Order Ref. : M/V IOLCOS TRIU

DRAFT/SAMPLING/ANALYSES - M/V IOLCOS TRIUMPH
 DISCHARGED TO GROUND STORAGE @ DAVANT
 COMMODITY: 69358.902MT (76455.115NT) COAL IN BULK
 AUTHORIZED BY: JASON DUTTINGER
 SGS FILE 6763 - SALES ORDER 1314414
 DMP

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
8060	Draft survey INITIAL/FINAL VESSEL DRAFT	[REDACTED]	Hrs	[REDACTED]	[REDACTED]	[REDACTED]
8050	Traveling - Mileage 2 RD TRIPS - INITIAL/FINAL VESSEL DRAFT	[REDACTED]	KM	[REDACTED]	[REDACTED]	[REDACTED]
26907	Manual Sampling NET TONS	[REDACTED]	Hrs	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6763-01 THRU -18 SUBLOTS 1 THRU 18	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]

No Sales Tax 0.00

Net Amount USD [REDACTED]

Sum of Tax USD 0.00

Total Amount USD [REDACTED]

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

*OK Jbaf
3/16/07*

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 United States

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to pay
3/6/2007*

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PEF-07FL-002444



INVOICE

Invoice Number : 10958213
 Date : 21-FEB-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 907698
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ MYRTLE GROVE, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6806 - SALES ORDER 1215235
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling NET TONS - MISS DOTTO	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service IMT EXPRESS	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-16C: 6806-09 THRU 6806-16 MISS DOTTO	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
No Sales Tax						0.00
Net Amount USD						[REDACTED]
Sum of Tax USD						0.00
Total Amount USD						[REDACTED]

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

*OK to pay
3/17/07*

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FOR WIRE TRANSFER PAYMENTS:
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PEF-07FL-002445



INVOICE

Invoice Number : 10958222
 Date : 21-FEB-07
 Page : 1 / 1

PROGRESS ENERGY CAROLINAS INC
 PEB 10TH FL
 PO BOX 1551
 RALEIGH NC 27602
 United States

Customer Number : 118729
 Currency : USD
 Payment Term : Net due upon receipt
 SGS Order No. : 907693
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ DAVANT, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6823 - SALES ORDER 1314416
 DMP

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling		Ea			
26946	Equipment Rental		Ea			
	NET TONS - AMY THOMPSON					
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6823-08C: 6823-01 THRU 6823-08 AMY THOMPSON		Ea			
26903	Mechanical Sampling		Ea			
26946	Equipment Rental		Ea			
	NET TONS - EMI 1850					
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6823-14C: 6823-09 THRU 6823-14 EMI 1850		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

*OK JBD
3/1/07*

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3/6/2007*

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PEF-07FL-002446



INVOICE

Invoice Number : 10959510
 Date : 25-FEB-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 909277
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ MYRTLE GROVE, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6806 - SALES ORDER 1215242
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling NET TONS - AMY THOMPSON	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service IMT EXPRESS	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-24C: 6806-17 THRU 6806-24 A. THOMPSON	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26903	Mechanical Sampling NET TONS - EMI 1850	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service IMT EXPRESS	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-30C: 6806-25 THRU 6806-30 EMI-1850	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
No Sales Tax						0.00
Net Amount USD						[REDACTED]
Sum of Tax USD						0.00
Total Amount USD						[REDACTED]

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

Handwritten: JHC 3/2/07

Please Remit To:
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 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
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 CAROL STREAM IL 60132-2502
 United States

Handwritten: JHC to Amy 3/6/2007

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 SGS TAX ID 13-3041390 Member of SGS Group

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INVOICE

Invoice Number : 10959760
 Date : 25-FEB-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 909271
 Purchase Order Ref. : MV IOLCOS TRIUM

DRAFT/SAMPLING/ANALYSES - M/V IOLCOS
 TRIUMPH DISCHRGD TO GROUND STORAGE
 AT IMT 2/10-15/07
 COMMODITY: 69,909.404MT (77061.940NT) COAL IN BULK
 AUTHORIZED BY: JASON DUTTINGER
 SGS FILE 6829 - SALES ORDER 1215237
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
8060	Draft survey INITIAL/FINAL VESSEL DRAFT	[REDACTED]	Hrs	[REDACTED]	[REDACTED]	[REDACTED]
8050	Traveling - Mileage 2 RD TRIPS - INITIAL/FINAL VESSEL DRAFT	[REDACTED]	KM	[REDACTED]	[REDACTED]	[REDACTED]
26903	Mechanical Sampling NET SCALE TONS - DISCHARGED TO GROUND STORAGE	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service I.M.T. EXPRESS - SAMPLES TO SHORE	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 00-6829-01 THRU -05 S/L'S 1 THRU 5	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
No Sales Tax						0.00
Net Amount USD						[REDACTED]
Sum of Tax USD						0.00
Total Amount USD						[REDACTED]

Contact Name:	MCDANIEL, PATRICIA	<i>OK [Signature] 3/16/07</i>
Direct line:	504 467-5522	
E-mail:	patricia.mcdaniel@sgs.com	

Please Remit To:
FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502
 CAROL STREAM IL 60132-2502
 United States

OK to pay

 3/16/2007

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 SGS TAX ID 13-3041390
 Member of SGS Group

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INVOICE

Invoice Number : 10962654
 Date : 28-FEB-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1244 870
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 910995

SAMPLE TAKEN AT B & W RESOURCES
 CRYSTAL RIVER PLANT
 UNIT TRAIN NO. F117

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
8028	Hardgrove Grindability Index, As Run		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage ANALYSES REPORT NUMBERS: 49-309465 - 1ST CUT 49-309466 - 2ND CUT 49-309467 - 3RD CUT		Mi			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) SAMPLE TAKEN AT B & W RESOURCES CRYSTAL RIVER PLANT UNIT TRAIN NO. F120		Ea			
8028	Hardgrove Grindability Index, As Run		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage ANALYSES REPORT NUMBERS: 49-309762 - 1ST CUT 49-309763 - 2ND CUT 49-309764 - 3RD CUT 49-309772 - 94 CAR COMPOSITE		Mi			

No Sales Tax 0.00
 Net Amount USD
 Sum of Tax USD 0.00
 Total Amount USD

Contact Name: GILBERT, APRIL D
 Direct line: 606 248-4205
 E-mail: april.gilbert@sgs.com

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT ██████████ ABA #031100209 SWIFT CODE: CITIUS33
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INVOICE

Invoice Number : 10964335
 Date : 06-MAR-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 913292

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-1473-01 TL F129 02-28-2007 ER					
	61-1473-02 TL F129 02-28-2007 ER					
	61-1473-03 TL F129 02-28-2007 ER					
8028	Hardgrove Grindability Index, As Run		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-1473-C TL F129 02-28-2007 ER					
26903	Mechanical Sampling		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-1473-01 TL F129 02-28-2007 ER					
26947	Mileage		Mi			
	LAB NO. ID DATE RCD ORIGIN					
	61-1473-01 TL F129 02-28-2007 ER					
26949	Travel Expenses		Ea			
	LAB NO. ID DATE RCD ORIGIN					
	61-1473-01 TL F129 02-28-2007 ER					
26947	Mileage		Mi			
	FUEL SURCHARGE					

No Sales Tax 0.00
 Net Amount USD
 Sum of Tax USD 0.00
 Total Amount USD

Contact Name: MORGAN, TERRIE M
 Direct line: 304 925-6631
 E-mail: terrie.morgan@sgs.com

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33
 PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL
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PEF-07FL-002450



INVOICE

Invoice Number : 10962510
 Date : 28-FEB-07
 Page : 1 / 2

PROGRESS ENERGY *FLORIDA*
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number 118732
 Currency USD
 Payment Term Net Due in 30 Days
 SGS Order No. 911593

NEW RIDGE

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-203489,48-203490,48-203491,48-203492 F125 2/10/07 DAMRON FORK		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-202937,48-202938,48-202939,48-202940 F096 1/31/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-203158,48-203159,48-203160,48-203161 F097 2/3/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-203328,48-203329,48-203330,48-203351 F111 2/7/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-203505,48-203506,48-203507,48-203508 F113 2/10-11/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-204108,48-204109,48-204110,48-204111 F118 2/23/07 SIGMON		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			

SGS North America Inc. - Minerals Division

SGS TAX ID 13-3041390

PEF-07FL-002451

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INVOICE

Invoice Number : 10962510
 Date : 28-FEB-07
 Page : 2 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number 118732
 Currency USD
 Payment Term Net Due in 30 Days

SGS Order No. 911593

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26947	Mileage		Mi			
26949	Travel Expenses 48-203259,48-203260,48-203261,48-203271 F110 2/6/07 SAMPLES TAKEN TO MINERAL LAB TO SPLIT DOWN		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-203672,48-203673,48-203674,48-203675 F115 2/14-15/06		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-204277,48-204278,48-204279,48-204280 F121 2/26/06		Ea			
26959	Energy Surcharge (GASOLINE SURCHARGE)		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: STUMP, JANET
 Direct line: 606 432-2511
 E-mail: janet_stump@sgs.com

Please Remit To:
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 United States



INVOICE

Invoice Number : 10964555
 Date : 07-MAR-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 913419
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ MYRTLE GROVE, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6806 - SALES ORDER 1215244
 PMcD

OK to pay
3/11/2007

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling NET TONS - LOUISE HOWLAND (MECHANICAL & SEMI/AUTOMATIC SAMPLING)	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service IMT EXPRESS	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-40C: 6806-31 THRU 6806-40 L. HOWLAND (MECHANICAL & SEMI/AUTOMATIC SAMPLES)	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26903	Mechanical Sampling NET TONS - MISS DOTTO	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service IMT EXPRESS	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-48C: 6806-41 THRU 6806-48 MISS DOTTO	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26903	Mechanical Sampling NET TONS - AMY THOMPSON	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service IMT EXPRESS	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-56C: 6806-49 THRU 6806-56 MISS DOTTO	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]

No Sales Tax 0.00
 Net Amount USD [REDACTED]
 Sum of Tax USD 0.00
 Total Amount USD [REDACTED]

Contact Name:	MCDANIEL, PATRICIA
Direct line:	504 467-5522
E-mail:	patricia.mcdaniel@sgs.com

Please Remit To:
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OK
3/11/07

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SGS TAX ID 13-3041390

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PEF-07FL-002453



INVOICE

Invoice Number : 10991457
 Date : 23-MAR-07
 Page : 1 / 1

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 940027
 Purchase Order Ref. : GULF BARGE

SAMPLING/ANALYSES - GULF BARGES @ MYRTLE GROVE, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6806 - SALES ORDER 1215250
 PMcD

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling NET TONS - LOUISE HOWLAND	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26955	Launch Service IMT EXPRESS	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6806-64C: 6806-57 THRU 6806-64 L. HOWLAND	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
No Sales Tax						0.00
Net Amount USD						[REDACTED]
Sum of Tax USD						0.00
Total Amount USD						[REDACTED]

Contact Name:	MCDANIEL, PATRICIA
Direct line:	504 467-5522
E-mail:	patricia.mcdaniel@sgs.com

*OK J [Signature]
4/18/07*

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 CITIBANK - NEW CASTLE, DELAWARE
 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL

FOR CHECK PAYMENTS: PO BOX 2502 CAROL STREAM IL 60132-2502
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 United States

*OK [Signature]
4/18/07*

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INVOICE

Invoice Number : 10994315
 Date : 29-MAR-07
 Page : 1 / 1

PROGRESS ENERGY
 1677 OLD SMITHFIELD ROAD
 LEE PLANT
 GOLDSBORO NC 27530
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 942050
 Purchase Order Ref. : GULF BARGES

SAMPLING/ANALYSES - GULF BARGES @ DAVANT, LA
 AUTHORIZED BY: JASON DUTTINGER/DEBRA HAYNES
 COMMODITY: COAL
 SGS FILE 6823 - SALES ORDER 1314425
 DMP

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26903	Mechanical Sampling	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
26946	Equipment Rental NET TONS - EMI 1800 - 2126	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
7955	Proximate Analysis, Full (M, A, V, FC, CV, S) 89-6823-17C: 6823-12 THRU 6823-17 EMI 1800	[REDACTED]	Ea	[REDACTED]	[REDACTED]	[REDACTED]
					No Sales Tax	0.00
					Net Amount USD	[REDACTED]
					Sum of Tax USD	0.00
					Total Amount USD	[REDACTED]

Contact Name: MCDANIEL, PATRICIA
 Direct line: 504 467-5522
 E-mail: patricia.mcdaniel@sgs.com

Please Remit To:
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 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33

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OK [Signature]

OK [Signature]

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PEF-07FL-002455



INVOICE

Invoice Number : 10996969
 Date : 02-APR-07
 Page : 1 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 944350

NEW RIDGE

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-204377,48-204378,48-204379,48-204380 F130 2/28/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-205199,48-205200,48-205201,48-205202 F152 3/14/07 DAMRON FORK		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-204549,48-204550,48-204551,48-204552 F119 3/3/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-204933,48-204934,48-204935,48-204936 F138 3/11-12/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-204982,48-204983,48-204984,48-204985 F139 3/12/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 48-205446,48-205447,48-205448,48-205449 F142 3/20/07		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			

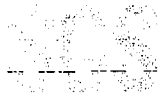
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PEF-07FL-002456



INVOICE

Invoice Number : 10996969
 Date : 02-APR-07
 Page : 2 / 2

PROGRESS ENERGY
 PO BOX 1551
 PEB 10th FLOOR
 RALEIGH NC 27602
 United States

Customer Number : 118732
 Currency : USD
 Payment Term : Net Due in 30 Days
 SGS Order No. : 944350

Item	Description	Quantity	UoM	Unit Price	Net Amount	Amount
26949	Travel Expenses 48-205724,48-205725,48-205726,48-205727 F146 3/27/07 SIGMON		Ea			
7955	Proximate Analysis, Full (M, A, V, FC, CV, S)		Ea			
26904	Supervision of Mechanical Sampling		Ea			
26947	Mileage		Mi			
26949	Travel Expenses 521-0700087-001,521-0700087-002,521-0700087-003 521-0700087-004 F148 3/24/07 SAMPLES TAKEN TO MINERAL LAB TO SPLIT DOWN		Ea			
26959	Energy Surcharge (GASOLINE SURCHARGE)		Ea			
No Sales Tax						0.00
Net Amount USD						
Sum of Tax USD						0.00
Total Amount USD						

Contact Name: STUMP, JANET
 Direct line: 606 432-2511
 E-mail: janet_stump@sgs.com

Please Remit To:
 FOR WIRE TRANSFER PAYMENTS:
 CITIBANK - NEW CASTLE, DELAWARE
 ACCOUNT [REDACTED] ABA #031100209 SWIFT CODE: CITIUS33

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT DETAIL

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 CAROL STREAM IL 60132-2502
 United States

SGS North America Inc. - Minerals Division

SGS TAX ID 13-3041390

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PEF-07FL-002457

Florida Northern Railroad

P.O. Box 967
 Plymouth, FL 32768
 Ph. 407-880-8500

Invoice

Date	Invoice #
2/6/2007	750

Bill To

Progress Fuels Corp. (Florida)
 Attn: Regulated Back Office
 410 S. Wilmington St.
 Mail Stop PEB 10A
 Raleigh, NC 27601

	Terms	Due Date	Billed Month	No. Cars
	Net 30	3/8/2007	January 2007	

Description	Cars/Days/Hours	Rate/Day	Total
AAR Railcar Repair		[REDACTED]	[REDACTED]
Please see attached worksheet for car detail		(2157 - 4 [REDACTED]) (0445 - [REDACTED])	

	Total	[REDACTED]
	Payments/Credits	\$0.00
	Balance Due	[REDACTED]

OK. Day
2/19/07

Florida Northern Railroad
P.O. Box 967
Plymouth, FL 32768



INVOICE NUMBER:

MONTH OF JANUARY 2007

INVOICE DATE
06-Feb-07

REPAIRS TO EQUIPMENT PER AAR RULES

Repairs to equipment owned by or responsibility of:

PROGRESS FUELS CORPORATION (FLORIDA)
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON ST
MAIL STOP FEB 10
RALEIGH, NC 27601

		CHARGES
REPAIRS COVERED BY BILLING REPAIR CARDS		
LABOR:		
MATERIALS:		
		TOTAL:

Please remit to the following address
with reference to above invoice number:
Florida Northern Railroad
P.O. Box 967
Plymouth, FL 32768

, PAY THIS AMOUNT----->
,
,
,



PEF-07FL-002459

FLORIDA NORTHERN RAILROAD
 3001 ORANGE AVENUE
 PLYMOUTH, FL 32768

PROGRESS FUELS CORPORATION (FLORIDA)
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH, NC 27601
 FAX: 919-546-3258

INVOICE DATE
 2/6/07

INVOICE NUMBER:

RAILCAR NUMBER	KIND OF CAR	JOB CODE	DISCRIPTION OF REPAIRS	REPAIR DATE	QUANTITY	WHY MADE CODE	CC	LABOR PRICE	MATERIAL PRICE	NET PRICE
PEFX 89063	H	2076	Knuckle pin - metallic	1/5/2007	1	1	1			
PEFX 99024	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/5/2007	1	1	1			
PEFX 86069	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/6/2007	1	1	1			
PEFX 93050	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/13/2007	1	1	1			
PEFX 89037	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/13/2007	1	1	1			
PEFX 89037	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/13/2007	1	1	1			
PEFX 99018	H	2076	Knuckle pin - metallic	1/15/2007	1	2	1			
PEFX 86015	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/15/2007	2	1	1			
PEFX 90057	H	2076	Knuckle pin - metallic	1/15/2007	1	2	1			
PEFX 89115	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/15/2007	1	1	1			
PEFX 89103	H	2076	Knuckle pin - metallic	1/15/2007	1	3	1			
PEFX 87576	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/15/2007	1	1	1			
PEFX 86069	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/15/2007	2	1	1			
ELFX 84538	H	1840	Brake shoe-comp, hi-friction 2 inch	1/15/2007	3	1	1			
ELFX 87033	H	1840	Brake shoe-comp, hi-friction 2 inch	1/15/2007	3	1	1			
ELFX 89020	H	1840	Brake shoe-comp, hi-friction 2 inch	1/15/2007	1	1	1			
ELFX 99023	H	1840	Brake shoe-comp, hi-friction 2 inch	1/15/2007	1	2	1			
PEFX 87562	H	1160	Angle cock, ball type	1/18/2007	1	2	1			
PEFX 99012	H	2076	Knuckle pin - metallic	1/18/2007	1	2	1			
ELFX 87060	H	1840	Brake shoe-comp, hi-friction 2 inch	1/23/2007	2	1	1			
PEFX 90030	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/30/2007	4	1	1			
PEFX 94043	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 90021	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 90179	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/30/2007	3	1	1			
PEFX 87092	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 87092	H	1852	Brake shoe key	1/30/2007	1	1	1			
PEFX 90056	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/30/2007	1	1	1			

PEF-07FL-002460

FLORIDA NORTHERN RAILROAD
 3001 ORANGE AVENUE
 PLYMOUTH, FL 32768

PROGRESS FUELS CORPORATION (FLORIDA)
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH, NC 27601
 FAX: 919-546-3258

NVOICE DATE
 2/6/07

INVOICE NUMBER:

RAILCAR NUMBER	KIND OF CAR	JOB CODE	DISCRIPTION OF REPAIRS	REPAIR DATE	QUANTITY	WHY MADE CODE	CC	LABOR PRICE	MATERIAL PRICE	NET PRICE
PEFX 89063	H	2076	Knuckle pin - metallic	1/5/2007	1	1	1			
PEFX 99024	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/5/2007	1	1	1			
PEFX 86081	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 87069	H	2076	Knuckle pin - metallic	1/30/2007	1	2	1			
PEFX 87069	H	4400	Cotter or split key	1/30/2007	1	2	1			
PEFX 89102	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 86081	H	2076	Knuckle pin - metallic	1/30/2007	1	2	1			
PEFX 86064	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 93043	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 90027	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	2	1	1			
PEFX 90213	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 87080	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 90048	H	2076	Knuckle pin - metallic	1/30/2007	1	2	1			
PEFX 90048	H	4400	Cotter or split key	1/30/2007	1	2	1			
PEFX 89043	H	2076	Knuckle pin - metallic	1/30/2007	1	2	1			
PEFX 89043	H	4400	Cotter or split key	1/30/2007	1	2	1			
PEFX 89037	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	3	1	1			
PEFX 90068	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 90182	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 90016	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 87027	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/30/2007	1	1	1			
PEFX 89004	H	2076	Knuckle pin - metallic	1/31/2007	2	2	1			
PEFX 89004	H	4404	Bolt commom standard	1/31/2007	2	2	1			
PEFX 87087	H	2076	Knuckle pin - metallic	1/31/2007	1	2	1			
PEFX 90019	H	2076	Knuckle pin - metallic	1/31/2007	1	2	1			
PEFX 86043	H	4404	Bolt commom standard	1/31/2007	2	2	1			
PEFX 86043	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	1/31/2007	1	1	1			

PEF-07FL-002461

PROGRESS FUELS CORPORATION (FLORIDA)
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH, NC 27601
 FAX: 919-546-3258

FLORIDA NORTHERN RAILROAD
 3001 ORANGE AVENUE
 PLYMOUTH, FL 32768

INVOICE DATE
 2/6/07

INVOICE NUMBER:

RAILCAR NUMBER	KIND OF CAR	JOB CODE	DISCRIPTION OF REPAIRS	REPAIR DATE	QUANTITY	WHY MADE CODE	CC	LABOR PRICE	MATERIAL PRICE	NET PRICE
PEFX 89063	H	2076	Knuckle pin - metallic	1/5/2007	1	1	1			
PEFX 99024	H	1843	Brake shoe-comp, hi-friction 2 inch iron ins (Red)	1/5/2007	1	1	1			
PEFX 87516	H	2076	Knuckle pin - metallic	1/31/2007	1	2	1			
PEFX 89037	H	2076	Knuckle pin - metallic	1/31/2007	1	3	1			
PEFX 89037	H	4404	Bolt commom standard	1/31/2007	1	3	1			
Total:										

PEF-07FL-002462

Florida Northern Railroad
P.O. Box 967
Plymouth, FL 32768

INVOICE NUMBER:

MONTH OF DECEMBER 2006

INVOICE DATE
04-Jan-07

Repairs to equipment owned by or responsibility of:

REPAIRS TO EQUIPMENT PER AAR RULES
PROGRESS FUELS CORPORATION (FLORIDA)
ATTN: REGULATED BACK OFFICE
410 S. WILMINGTON ST
WAIL STOP PEB 10
RALEIGH, NC 27601

REPAIRS COVERED BY BILLING REPAIR CARDS

CHARGES

LABOR:

MATERIALS:

TOTAL:

Please remit to the following address
with reference to above invoice number:
Florida Northern Railroad
P.O. Box 967
Plymouth, FL 32768

PAY THIS AMOUNT----->

0157 -
00145 -

OK 1/10/07

PROGRESS FUELS CORPORATION (FLORIDA)
 ATTN: REGULATED BACK OFFICE
 410 SOUTH WILMINGTON STREET
 MAIL STOP PEB 10A
 RALEIGH, NC 27601
 FAX: 919-546-3258

FLORIDA NORTHERN RAILROAD
 3001 ORANGE AVENUE
 PLYMOUTH, FL 32768

Month of December 2006

INVOICE DATE:
 1/4/07

INVOICE NUMBER:

RAILCAR NUMBER	KIND OF CAR	JOB CODE	DISCRIPTION OF REPAIRS	REPAIR DATE	QUANTITY	WHY MADE CODE	CC	LABOR PRICE	MATERIAL PRICE	NET PRICE
PEFX 90167	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	12/23/2006	1	1	1			
PEFX 86073	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	12/23/2006	1	1	1			
PEFX 87037	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	12/23/2006	1	1	1			
PEFX 90006	H	2076	Knuckle pin - metallic	12/22/2006	1	1	1			
PEFX 90102	H	2076	Knuckle pin - metallic	12/22/2006	1	2	1			
PEFX 90102	H	2076	Knuckle pin - metallic	12/22/2006	1	2	1			
PEFX 86046	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	12/10/2006	1	2	1			
PEFX 90167	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	12/23/2006	1	1	1			
PEFX 86073	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	12/23/2006	1	1	1			
PEFX 90006	H	2076	Knuckle pin - metallic	12/22/2006	1	2	1			
PEFX 87037	H	1843	Brake shoe-comp, hi - friction 2 inch iron ins (Red)	12/23/2006	1	1	1			
ELFX 87073	H	1840	Brake shoe-comp, hi - friction 2 inch	12/23/2006	1	1	1			
ELFX 84568	H	1840	Brake shoe-comp, hi - friction 2 inch	12/10/2006	1	2	1			
ELFX 87073	H	1840	Brake shoe-comp, hi - friction 2 inch	12/23/2006	1	1	1			
Total:								\$1		

PEF-07FL-002464

GLENCORE Ltd.

Progress Energy Florida, Inc.
410 S. Wilmington St. PEB10A
Raleigh, NC 27601

Attn: Mr. Jason Duttinger

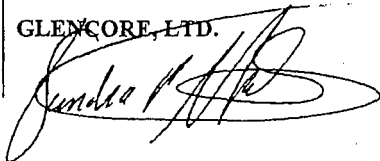
Delivery: CIF, Teco Bulk Terminal, Davant, LA, USA

Date: April 13, 2007

Contract: 028.06.53027.001.S

ORIGINAL

Demurrage Invoice No. 345650

	Shipment of [REDACTED] Colombian Steam Coal in Bulk from Carbosan, Colombia to Teco Bulk Terminal, Davant, LA, USA per M/V Iolcos Triumph with Bill of Lading dated 15 th January 2007.	
<u>Quantity:</u>	Bill of Lading Weight: [REDACTED] Metric	
<u>Loading:</u>	Carbosan, Colombia	
<u>Discharge:</u>	Teco Bulk Terminal, Davant, LA, USA	
<u>Demurrage</u>	Discharge Port	US\$ [REDACTED]
<u>Payment:</u>	Invoice Value due GLENCORE, LTD	US\$ [REDACTED]
	Payable by telegraphic transfer to Citibank NA, New York ABA #021000089 F/C Glencore Ltd. A/C No. 3042-5974 referencing final invoice No. 345650 for value date of 17 th April 2007.	✓
	GLENCORE, LTD. 	



Guasare Coal International n.v.

Subsidiary of Carbozulia filial of Corpozulia
Av. 9B entre calles 77 y 78, Sector 5 de Julio Edificio Banco Industrial, piso 9
Phone: + 58 261 7973831, Fax: + 58 261 7970146
E-mail address: TODOS@GCI-VE.COM
Register no.: 7713 Aruba

To: *Progress Fuel Energy*
Raleigh NC 27601
4105, Wilmington ST
PEB 10, 1551
North Carolina , USA

Date: 09-ene-07
Invoice No. 436 B
Reference: CSL

Attn Jason Duttinger
Fax: 001- 919546238

INVOICE

Ship M/V CSL Argosy
B/L date 05-ene-07

Fuel Component NFK - 01/05/2007

Platts Price [redacted]
Base Price: \$ [redacted]
Increase: \$ [redacted]
Factor: [redacted]
M/T [redacted]

[redacted] ✓

TOTAL AMOUNT DUE

[redacted] OK to pay (circled)

Payment instructions:

Guasare Coal International n.v.
Account Number [redacted]
Citibank N.A.
New York, NY
ABA number: 021 000 89

Prepared by:

[Signature]
Carlos Garzon
GCI N.V

REDACTED

PEF-07FL-002467 THROUGH
PEF-07FL-002468
OPC 2ND POD # 4



We Accept



Federal Tax ID 52-2131600

REMIT TO

RAILINC CORP.
PO BOX 79860
BALTIMORE, MD
21279-0860

REMITTANCE ADVICE

ADDRESS CHANGE ON BACK

INVOICE NUMBER 92243

DATE 07-DEC-06 PAGE 1 of 1

PURCHASE ORDER NUMBER

INVOICE TOTAL

SALES ORDER NUMBER 5037

CUSTOMER NUMBER 10158 LOCATION NUMBER A547-B01

BILL TO:

PROGRESS ENERGY FLORIDA INC
TINE ROBERTS
COAL SCHEDULER
15760 WEST POWERLINE ROAD
CRYSTAL RIVER FL 34428

SHIP TO:

PROGRESS ENERGY FLORIDA INC
TINE ROBERTS
COAL SCHEDULER
15760 WEST POWERLINE ROAD
CRYSTAL RIVER FL 34428

TERMS 30 NET DUE DATE 06-JAN-07 INVOICE NUMBER Invoice 92243

ITEM NO.	DESCRIPTION	QUANTITY	TAX	UNIT PRICE	EXTENDED AMOUNT
1	UMONCON1 - UMLER O/L CON [REDACTED] PER MIN OR [REDACTED] PER SE From 11/01/2006 thru 11/30/2006	[REDACTED]		[REDACTED]	[REDACTED]
2	UMONCPU - UMLER O/L CPU [REDACTED] PER CPU MIN OR [REDACTED] PR S From 11/01/2006 thru 11/30/2006	[REDACTED]		[REDACTED]	[REDACTED]

CR 132- [REDACTED]
CR 435- [REDACTED]

SUBTOTAL	PAYMENTS / CREDITS	FINANCE CHARGES	TAX	SHIPPING/HANDLING	TOTAL
[REDACTED]	0.00	0.00	0.00	0.00	[REDACTED]

Currency: USD

SPECIAL INSTRUCTIONS/ANNOUNCEMENTS

PEF-07FL-002469

OK Jbert

PLEASE INCLUDE REMITTANCE ADVICE WITH PAYMENT. For questions concerning the invoice or to make credit card payments, call 800-544-7245.
Direct correspondence other than payments to: Railinc, Corp., Attention Accounts Receivable
7001 Weston Parkway, Suite 200, Cary, North Carolina 27513

1/10/07



We Accept



Federal Tax ID 52-2131600



RAILINC CORP.

PO BOX 79860
BALTIMORE, MD
21279-0860

REMITTANCE ADVICE

ADDRESS CHANGE ON BACK

INVOICE NUMBER 93069

05-JAN-07 PAGE of 1

PURCHASE ORDER NUMBER

INVOICE TOTAL [REDACTED]

SALES ORDER NUMBER 137311

ORDER NUMBER [REDACTED] LOG IN NUMBER [REDACTED]

BILL TO:

PROGRESS ENERGY FLORIDA INC
TINE ROBERTS
COAL SCHEDULER
15760 WEST POWERLINE ROAD
CRYSTAL RIVER FL 34428

SHIP TO:

PROGRESS ENERGY FLORIDA INC
TINE ROBERTS
COAL SCHEDULER
15760 WEST POWERLINE ROAD
CRYSTAL RIVER FL 34428

TERMS 30 NET	DUE DATE 04-FEB-07	INVOICE NUMBER Invoice 93069
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ITEM NO.	DESCRIPTION	QUANTITY	TAX	UNIT PRICE	EXTENDED AMOUNT
1	UMONCON1 - UMLER O/L CON [REDACTED] PER MIN OR [REDACTED] PER SE From 12/01/2006 thru 12/31/2006	[REDACTED]		[REDACTED]	[REDACTED]
2	UMONCPU - UMLER O/L CPU [REDACTED] PER CPU MIN OR [REDACTED] PR S From 12/01/2006 thru 12/31/2006	[REDACTED]		[REDACTED]	[REDACTED]

OK J Boy 1/29/07

SUBTOTAL [REDACTED]	PAYMENTS / CREDITS 0.00	FINANCE CHARGES 0.00	TAX 0.00	SHIPPING/HANDLING 0.00	TOTAL [REDACTED]
---------------------	-------------------------	----------------------	----------	------------------------	------------------

Currency: USD

SPECIAL INSTRUCTIONS/ANNOUNCEMENTS PEF-07FL-002470

PLEASE INCLUDE REMITTANCE ADVICE WITH PAYMENT. For questions concerning the invoice or to make credit card payments, call 800-544-7245.
Direct correspondence other than payments to: Railinc Corp., Attention Accounts Receivable
7001 Weston Parkway, Suite 200, Cary, North Carolina 27513



We Accept



Federal Tax ID 52-2131600



RAILINC CORP.

PO BOX 79860
BALTIMORE, MD
21279-0860

REMITTANCE ADVICE

ADDRESS CHANGE ON BACK

INVOICE NUMBER	95219
DATE	09-JAN-07
PAGE	1 of 1
PURCHASE ORDER NUMBER	
INVOICE TOTAL	[REDACTED]
SALES ORDER NUMBER	38373
CUSTOMER NUMBER	5046
LOCATION NUMBER	ELFX-B01

BILL TO:

ELECTRIC FUELS CORP
C/O PROGRESS FUELS CORP
ATTN: REGULATED BACK OFFICE
410 S WILMINGTON ST PEB 10A
RALEIGH NC 27601

SHIP TO:

ELECTRIC FUELS CORP
C/O PROGRESS FUELS CORP
ATTN: REGULATED BACK OFFICE
410 S WILMINGTON ST PEB 10A
RALEIGH NC 27601

TERMS 30 NET DUE DATE 08-FEB-07 INVOICE NUMBER Invoice 95219

ITEM NO.	DESCRIPTION	QUANTITY	TAX	UNIT PRICE	EXTENDED AMOUNT
1	UMBLEP30 - UMLER MAINTENANCE FEE OVER 100 UNITS 1/2 RATE From 01/01/2007 thru 06/30/2007	[REDACTED]		[REDACTED]	[REDACTED]
<p style="text-align: right;">C.R. 182 [REDACTED] C.R. 12435 [REDACTED]</p>					
SUBTOTAL					[REDACTED]
PAYMENTS / CREDITS		0.00			
FINANCE CHARGES		0.00			
TAX		0.00			
SHIPPING/HANDLING		0.00			
TOTAL					[REDACTED]

Currency: USD

SPECIAL INSTRUCTIONS/ANNOUNCEMENTS

PEF-07FL-002472

[Signature]

PLEASE INCLUDE REMITTANCE ADVICE WITH PAYMENT. For questions concerning the invoice or to make credit card payments, call 800-544-7245.
Direct correspondence other than payments to: Railinc Corp., Attention Accounts Receivable
7001 Weston Parkway, Suite 200, Cary, North Carolina 27513

1/16/07



Rescar, Inc.

Tampa, FL
1101 31st Street
Downers Grove, IL 60515
(630) 829-9468

Invoice No. : 477-HY2544

Date : 12/18/06

Page : 1

Remit To:
Rescar Inc 2882 Paysphere Circle Chicago, IL 60674

Invoiced To: PROGRESS FUEL CORP
410 SOUTH WILMINGTON ST MAIL STOP PEB 10A
RALEIGH, NC 27601
Attention To: REGULATED BACK OFFICE

Terms - NET 30 Days

Car Number	Description	Amount
	IF YOU HAVE A QUESTION REGARDING THIS INVOICE, PLEASE CALL. RESCAR APPRECIATES YOUR BUSINESS!	
ELFX 084558 ELFX 084586		[REDACTED]
	State Tax Of 6.00% Local Tax Of 1.00%	[REDACTED]
WE HEREBY CERTIFY THAT WORK COVERED BY THIS INVOICE WAS PERFORMED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED.		PLEASE PAY THIS AMOUNT [REDACTED]

CP 162 - [REDACTED]
CP 495 - [REDACTED]

Rescar, Inc. warrants its work and materials to be free from defects, but excludes any express or implied warranties, including warranties as to merchantability or fitness. This warranty is in lieu of all warranties and liabilities implied or expressed and constitutes the sole and exclusive liability of Rescar, Inc. In the event any defect is discovered, Rescar, Inc. shall have the option to repair or replace the defective work or material or issue credit for the invoice price of the defective work or material, which shall be the sole remedy. Rescar, Inc. shall not be liable for any special or incidental damages, whether based upon warranty, contract or strict liability and in no event will liability exceed the invoice price of the defective work or materials.

RESCAR-1

ORIGINAL

PEF-07FL-002473

OK J. [Signature]
1/2/07

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR, INC.

CAR INITIAL : ELFX
DATE OF REPAIR : 09/14/2006
COMMENT :

CAR NUMBER : 084558
REPAIRED AT : 497800 TAMPA, FL

KIND : OPN TOP HOP.
DEFECT CARD, PARTY :
ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1.50	0	4450	NS APPLY AIR TO OPEN & CLOSE DOORS		09	4450	NS	1			
C	2.00	1	8040	01 APPLY DECALS (CHEMTREC DECALS)		25	8040	01	1			
	13.09	0	8526	TRAVEL TIME (MOBILE UNITS)		09	8526		1			
TOTAL												

PEF-07FL-002474

PROGRESS FUEL CORP

11/10/06 08:23:2006 11:11

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD RESCAR, INC.

CAR INITIAL : ELFX
DATE OF REPAIR : 08/23/2006
COMMENT :

CAR NUMBER : 084586
REPAIRED AT : 497800 TAMPA, FL

KIND : OPN TOP HOP.
DEFECT CARD, PARTY :
ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1.50	0	4450	NS APPLY AIR TO DUMP & CLOSE CAR		09	4450	NS	1			
C	2.00	1	8040	01 APPLY DECALS (HOME SHOP)		09	8040	01	1			
C	2.50	0	4450	NS DOWN TIME WAITING ON SWITCH CREW		09	4450	NS	1			
	18.69	0	8526	TRAVEL TIME [MOBILE UNITS] [TWO MEN		25	8526		1			
TOTAL												

PEF-07FL-002475



Rescar, Inc.
 Tampa, FL
 1101 31st Street
 Downers Grove, IL 60515
 (630) 829-9468

Invoice No. : 477-HY2607
 Date : 02/02/07
 Page : 1

Remit To:
Rescar Inc 2882 Paysphere Circle Chicago, IL 60674

Invoiced To: PROGRESS FUEL CORP
 410 SOUTH WILMINGTON ST MAIL STOP PEB 10A
 RALEIGH, NC 27601
 Attention To: REGULATED BACK OFFICE

Terms - NET 30 Days

Car Number	Description	Amount
	IF YOU HAVE A QUESTION REGARDING THIS INVOICE, PLEASE CALL. RESCAR APPRECIATES YOUR BUSINESS!	
CSTX 812530 ELFX 093009 PEFX 006261 PEFX 087069		
PEFX 087082 PEFX 090137 PEFX 093025 PEFX 093027 PEFX 093046		
	State Tax Of 6.00% Local Tax Of 1.00%	
	06/2- [Redacted] 06/45- [Redacted]	
	PLEASE PAY THIS AMOUNT	
	WE HEREBY CERTIFY THAT WORK COVERED BY THIS INVOICE WAS PERFORMED IN COMPLIANCE WITH ALL REQUIREMENTS OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED.	

Rescar, Inc. warrants its work and materials to be free from defects, but excludes any express or implied warranties, including warranties as to merchantability or fitness. This warranty is in lieu of all warranties and liabilities implied or expressed and constitutes the sole and exclusive liability of Rescar, Inc. In the event any defect is discovered, Rescar, Inc. shall have the option to repair or replace the defective work or material or issue credit for the invoice price of the defective work or material, which shall be the sole remedy. Rescar, Inc. shall not be liable for any special or incidental damages, whether based upon warranty, contract or strict liability and in no event will liability exceed the invoice price of the defective work or materials.

RESCAR-1

ORIGINAL

PEF-07FL-002476

Handwritten signature and date:
 J. Boyd
 2/13/07

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR, INC.

CAR INITIAL : CSXT CAR NUMBER : 812530
DATE OF REPAIR : 01/25/2007 REPAIRED AT : 9999999 CRYSTAL RIVER, FL
COMMENT : bad order, progress energy, att/jay chesser

KIND : GONDOLA
DEFECT CARD, PARTY :
ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge	
C	4.00	0	4450	NS DOWN TIME FOR TRAIN TO SPOT CARS 2 MEN		25	4450	NS	1				
C	1.50	0	4450	NS DUMP CAR MANUALLY AND CLOSE DOORS		25	4450	NS	1				
TOTAL													

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR, INC.

CAR INITIAL : ELFX
DATE OF REPAIR : 01/25/2007
COMMENT : bad order, progress energy, att,jay chesser

CAR NUMBER : 0933009
REPAIRED AT : 9999999 CRYSTAL RIVER, FL
KIND : GONDOLA
DEFECT CARD, PARTY :
ISSUING AND DATE :
INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual	Resp.	Labor	Material	Net Charge
C	1.40	0	4450	NS APPLY AIR TO OPEN DOORS TO DUMP CAR		25	4450	NS	1			
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1			
C	14.40	0	8526	TRAVEL TIME (MOBILE UNITS)		25	8526		1			
	3.14	0	8526	MILEAGE		25	8526		1			
TOTAL												

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR, INC.

CAR INITIAL : PEFX CAR NUMBER : 006261
DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
COMMENT : bad order, progress energy, att: jay chesser

KIND : GONDOLA
DEFECT CARD, PARTY :
ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1.40	0	4450	NS APPLY AIR TO OPEN DOORS TO DUMP CAR		25	4450	NS	1			
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1			
TOTAL												

PEF-07FL-002479

PROGRESS FUEL CORP

Printed @ 01/25/2007 0.00

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD RESCAR, INC.

CAR INITIAL : PEFX CAR NUMBER : 087069
 DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
 COMMENT : bad order, progress enrgy, att.Jay chesser

KIND : GONDOLA
 DEFECT CARD, PARTY :
 ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1.40	0	4450	NS APPLY AIR TO OPEN DOORS TO DUMP CAR		25	4450	NS	1			
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1			
TOTAL												

PEF-07FL-002480

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR, INC.

CAR INITIAL : PEFX CAR NUMBER : 087082
DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
COMMENT : bad order, progress energy, at/jay chesser

KIND : GONDOLA
DEFECT CARD, PARTY :
ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1.40	0	4450	NS APPLY AIR TO OPEN DOORS TO PUMP CAR		25	4450	NS	1			
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1			
TOTAL												

PROGRESS FUEL CORP

Printed @ 01/25/2007 8:07

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR, INC.

Page 1 of 1

CAR INITIAL : PEFX CAR NUMBER : 090137
DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
COMMENT : bad order,progress energy, att:jay chesser

KIND : GONDOLA
DEFECT CARD, PARTY :
ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1.40	0	4450	NS APPLY AIR TO OPEN DOORS TO DUMP CAR		25	4450	NS	1			
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1			
TOTAL												

PEF-07FL-002482

PROGRESS FUEL CORP

Printed @ 01/25/2007 8:02

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD RESCAR, INC.

CAR INITIAL : PEFX CAR NUMBER : 093025
 DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
 COMMENT : bad order, progress energy,att: jay chesser

KIND : GONDOLA
 DEFECT CARD, PARTY :
 ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1	████████	████████	████████
TOTAL										████████	████████	████████

PEF-07EL-002483

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
 RESCAR, INC.

CAR INITIAL : PEFX CAR NUMBER : 093027
 DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
 COMMENT : bad order, progress energy,att:jay chesser

KIND : GONDOLA
 DEFECT CARD, PARTY :
 ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	1.40	0	4450	NS APPLY AIR TO OPEN DOORS TO DUMP CAR		25	4450	NS	1	██████	██████	██████
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1	██████	██████	██████
TOTAL										██████	██████	██████

PEF-07FL-002484

PROGRESS FUEL CORP

Printed @ 01/25/2007 8:07

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
RESCAR, INC.

Page 1 of 1

CAR INITIAL : PEFX CAR NUMBER : 093046
DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
COMMENT : bad order,progress energy, att: jay chesser

KIND : GONDOLA
DEFECT CARD, PARTY :
ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
C	2.00	1	8040	01 APPLY HOME SHOP DECALS		25	8040	01	1			
TOTAL												

PEF-07FL-002485

ASSOCIATION OF AMERICAN RAILROADS - BILLING REPAIR CARD
 RESCAR, INC.

CAR INITIAL : PEFX CAR NUMBER : 006276
 DATE OF REPAIR : 01/25/2007 REPAIRED AT : 999999 CRYSTAL RIVER, FL
 COMMENT : progress energy, att: jay chesser

KIND : GONDOLA
 DEFECT CARD, PARTY :
 ISSUING AND DATE :

INVOICE

Loc. On Car	Quantity	Cond. Code	Jobcode Applied	Description Qual. Of repairs Made	(Wheel Reporting Information)	Why Made Code	Jobcode Removed	Qual.	Resp.	Labor	Material	Net Charge
B	1.40	0	4450	NS APPLY AIR TO DUMP CAR TO OFF LOAD		25	4450	NS	1			
C	2.00	1	8040	01 APPLY CHEMTREC DECALS		25	8040	01	1			
TOTAL												

PEF-07FL-002487

RA230-1CX

CSX TRANSPORTATION

PAGE: 1

CX0701PEFX
PEFX

ACCOUNTS RECEIVABLE FOR AAR CAR REPAIRS

(PEFX)
PROGRESS ENERGY FLORIDA
410 S. WILMINGTON ST., 10A
RALEIGH, NC 27587

INVOICE NO.: CX0701PEFX
BILL MONTH: 07/01
INVOICE DT: 2007/01/24

REPAIRS TO CARS IN ACCORDANCE WITH AAR RULES PER STATEMENT ATTACHED

CHARGES

GROUP BILLABLE

REPAIR CHARGES

TOTAL CX0701PEFX

1842- [REDACTED]
1845- [REDACTED]

*Oil Spent
2/1/01*

PLEASE REMIT TO THE FOLLOWING ADDRESS
WITH REFERENCE TO ABOVE BILL:
TTX COMPANY
AGENT FOR CSXT
LOCKBOX # 22984
22984 NETWORK PLACE
CHICAGO, ILLINOIS 60673-1229

DIRECT INQUIRIES OR EXCEPTIONS TO:
MANAGER - AAR RECEIVABLES
TTX COMPANY
AGENT FOR CSXT
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

PEF-07FL-002488

RA235-1CX

CSX TRANSPORTATION

PAGE: 1

CX0701PEFX
PEFX

AAR CAR REPAIR STATEMENT

ROAD: PEFX BILL MONTH: 0701 INV NO: CX0701PEFX

INV DT: 2007/01/24

INIT	CAR/CBA NUMBER	CBA/REPAIR DATE	SPLC
ELFX	084547	01/06/2007	277570
ELFX	090056	12/28/2006	421940
PEFX	006211	01/04/2007	491385
PEFX	086010	12/28/2006	421940
PEFX	086013	01/02/2007	421940
PEFX	086049	01/06/2007	277570
PEFX	086054	12/28/2006	421940
PEFX	087055	01/08/2007	461450
PEFX	087074	12/28/2006	421940
PEFX	087094	01/06/2007	277570
PEFX	087536	12/28/2006	421940
PEFX	087562	12/28/2006	421940
PEFX	087562	12/30/2006	421940
PEFX	089051	01/19/2007	421940
PEFX	089061	12/28/2006	421940
PEFX	089086	01/04/2007	259500
PEFX	089111	12/28/2006	421940
PEFX	090020	01/03/2007	491385
PEFX	090064	01/04/2007	259500
PEFX	090102	12/28/2006	421940
PEFX	090118	12/27/2006	259500
PEFX	090181	12/28/2006	421940

AMOUNT



*TOTAL ITEM REPAIR CHARGES

GRAND TOTAL CX0701PEFX

PEF-07FL-002489

2007/01
CX0701PEFX
PEFX

----- ROAD NAME - CSXT -----
CSX TRANSPORTATION
CAR REPAIR BILLING STATEMENT
* GROUP BILLABLE ITEMS *
OWNER INITIAL - PEFX

PAGE: 1
CX0701PEFX

LINE#	CAR INIT	CAR NUMBER	REPAIR DATE	SPLC	QTY	C APPL C JOB	DESCRIPTION	RMVD JOB	UNIT WM	PRICE	NET CHARGE
1	PEFX	086049	01/20/2007	466430	1	1 1165	AIR HOSE SUPPORT-COMPLETE	1165	02	11.69	
1	PEFX	086069	12/31/2006	421940	4	1 1838	BRAKE SHOE-COMP. HI-FRCT 1-1/2 IN.	1838	01	15.83	
1	PEFX	087091	01/21/2007	291915	1	1 2076	COUPLER KNUCKLE PIN, METALLIC	2076	02	12.26	
1	PEFX	089045	01/09/2007	259500	1	1 1165	AIR HOSE SUPPORT-COMPLETE	1165	02	11.69	
TOTAL NET CHARGE PEFX											

PEF-07FL-002490

RA230-1CX

CSX TRANSPORTATION

PAGE: 1

CX0612PEFX
PEFX

ACCOUNTS RECEIVABLE FOR AAR CAR REPAIRS

(PEFX)
PROGRESS ENERGY FLORIDA
410 S. WILMINGTON ST., 10A
RALEIGH, NC 27587

INVOICE NO. : CX0612PEFX
BILL MONTH : 0612
INVOICE DT : 2006/12/27

REPAIRS TO CARS IN ACCORDANCE WITH AAR RULES PER STATEMENT ATTACHED

CHARGES

GROUP BILLABLE

REPAIR CHARGES

TOTAL CX0612PEFX

include credit of [redacted] - see attached
OK JBoyd 1/4/09

CR 102- [redacted]
CR 445- [redacted]

PLEASE REMIT TO THE FOLLOWING ADDRESS
WITH REFERENCE TO ABOVE BILL:
TTX COMPANY
AGENT FOR CSXT
LOCKBOX # 22984
22984 NETWORK PLACE
CHICAGO, ILLINOIS 60673-1229

DIRECT INQUIRIES OR EXCEPTIONS TO:
MANAGER - AAR RECEIVABLES
TTX COMPANY
AGENT FOR CSXT
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

[redacted] - 12/06 refund

PEF-07FL-002491

RA235-1CX

CSX TRANSPORTATION

PAGE: 1

CX0612PEFX
PEFX

AAR CAR REPAIR STATEMENT

ROAD: PEFX BILL MONTH: 0612 INV NO: CX0612PEFX

INV DT: 2006/12/27

INIT	CAR/CBA NUMBER	CBA/REPAIR DATE	SPLC	AMOUNT
ELFX	086001	11/30/2006	291915	
ELFX	086029	11/26/2006	291915	
ELFX	087545	11/28/2006	277570	
ELFX	089104	11/22/2006	421940	
ELFX	090175	11/26/2006	291915	
PEFX	086050	12/05/2006	287846	
PEFX	087041	11/22/2006	421940	
PEFX	087071	12/15/2006	421940	
PEFX	087072	12/05/2006	287846	
PEFX	087502	12/14/2006	259500	
PEFX	087555	12/09/2006	291915	
PEFX	087563	11/20/2006	291915	
PEFX	087588	12/15/2006	421940	
PEFX	089015	12/09/2006	291915	
PEFX	089074	12/18/2006	421940	
PEFX	089077	11/20/2006	291915	
PEFX	089112	12/18/2006	421940	
PEFX	090092	12/15/2006	421940	

*TOTAL ITEM REPAIR CHARGES

GRAND TOTAL CX0612PEFX



PEF-07FL-002492

2006/12
 CX0612PEFX
 PEFX

----- ROAD NAME - CSXT -----
 CSX TRANSPORTATION
 CAR REPAIR BILLING STATEMENT
 * GROUP BILLABLE ITEMS *
 OWNER INITIAL - PEFX

PAGE: 1
 CX0612PEFX

LINE#	CAR INIT	CAR NUMBER	REPAIR DATE	SPLC	QTY	C APPL C JOB	DESCRIPTION	RMVD JOB	UNIT WM	PRICE	NET CHARGE
1	ELFX	084538	12/13/2006	259500	1	1 1838	BRAKE SHOE-COMP. HI-FRCT 1-1/2 IN.	1840	01		
2	ELFX	084538	12/13/2006	259500	1	1 1852	BRAKE SHOE KEY	1852	02		
1	ELFX	084538	12/19/2006	259500	1	1 1838	BRAKE SHOE-COMP. HI-FRCT 1-1/2 IN.	1840	03		
2	ELFX	084538	12/19/2006	259500	1	1 1852	BRAKE SHOE KEY	1852	03		
1	ELFX	084538	12/23/2006	259500	1	1 1840	BRAKE SHOE-COMP, HI-FRCT 2 IN.	1840	01		
TOTAL CHARGE 084538											
1	ELFX	084574	11/23/2006	291915	1	1 2076	COUPLER KNUCKLE PIN, METALLIC	2076	03		
1	ELFX	087033	12/23/2006	259500	1	1 1838	BRAKE SHOE-COMP. HI-FRCT 1-1/2 IN.	1840	01		
1	ELFX	087504	12/20/2006	404535	1	9 1165	AIR HOSE SUPPORT-COMPLETE	1165	19		
1	PEFX	086034	12/23/2006	259500	1	1 2076	COUPLER KNUCKLE PIN, METALLIC	2076	03		
2	PEFX	086034	12/23/2006	259500	1	1 4400	COTTER OR SPLIT KEY	4400	03		
TOTAL CHARGE 086034											
1	PEFX	086069	12/11/2006	259500	1	1 1840	BRAKE SHOE-COMP, HI-FRCT 2 IN.	1840	01		
2	PEFX	086069	12/11/2006	259500	1	1 1852	BRAKE SHOE KEY	1852	02		
TOTAL CHARGE 086069											
1	PEFX	087546	12/23/2006	259500	1	1 2076	COUPLER KNUCKLE PIN, METALLIC	2076	03		
2	PEFX	087546	12/23/2006	259500	1	1 4400	COTTER OR SPLIT KEY	4400	03		
TOTAL CHARGE 087546											
1	PEFX	090137	12/01/2006	491385	1	2 1160	ANGLE COCK, BALL TYPE	1160	02		
TOTAL NET CHARGE PEFX											

PEF-07FL-002493

RA230-1CX

CSX TRANSPORTATION

PAGE: 1

CX0702PEFX
PEFX

ACCOUNTS RECEIVABLE FOR AAR CAR REPAIRS




(PEFX)
PROGRESS ENERGY FLORIDA
410 S. WILMINGTON ST., 10A
RALEIGH, NC 27587

INVOICE NO.: CX0702PEFX
BILL MONTH: 07/02
INVOICE DT: 2007/02/21

REPAIRS TO CARS IN ACCORDANCE WITH AAR RULES PER STATEMENT ATTACHED

CHARGES

GROUP BILLABLE
REPAIR CHARGES
TOTAL CX0702PEFX

 CR 442
 CR 445

OR *J. Boyd*
2/25/07

(SEE ATTACHED FOR CHARGES)
- Jan 07

PLEASE REMIT TO THE FOLLOWING ADDRESS
WITH REFERENCE TO ABOVE BILL:
TTX COMPANY
AGENT FOR CSXT
LOCKBOX # 22984
22984 NETWORK PLACE
CHICAGO, ILLINOIS 60673-1229

DIRECT INQUIRIES OR EXCEPTIONS TO:
MANAGER - AAR RECEIVABLES
TTX COMPANY
AGENT FOR CSXT
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

PEF-07FL-002494

RA235-1CX

CSX TRANSPORTATION

PAGE: 1

CX0702PEFX
PEFX

AAR CAR REPAIR STATEMENT

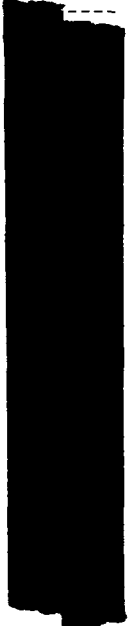
ROAD: PEFX BILL MONTH: 0702 INV NO: CX0702PEFX

INV DT: 2007/02/21

INIT	CAR/CBA NUMBER	CBA/REPAIR DATE	SPLC	AMOUNT
ELFX	090010	01/23/2007	291915	
ELFX	090170	02/07/2007	291915	
ELFX	090176	01/22/2007	491385	
PEFX	006022	01/22/2007	491385	
PEFX	006025	02/01/2007	421940	
PEFX	006101	02/01/2007	421940	
PEFX	006207	02/01/2007	421940	
PEFX	006209	02/01/2007	466430	
PEFX	006248	01/22/2007	491385	
PEFX	087053	02/01/2007	259500	
PEFX	087083	01/30/2007	259500	
PEFX	087091	02/05/2007	421940	
PEFX	087094	01/29/2007	421940	
PEFX	087582	01/22/2007	491385	
PEFX	089044	02/01/2007	259500	
PEFX	089051	01/26/2007	359900	
PEFX	089081	02/14/2007	491385	
PEFX	089091	01/26/2007	421940	
PEFX	089107	01/26/2007	421940	
PEFX	090013	01/26/2007	421940	
PEFX	090014	02/06/2007	421940	
PEFX	090037	02/02/2007	291915	
PEFX	090056	01/26/2007	421940	
PEFX	090209	02/01/2007	259500	

*TOTAL ITEM REPAIR CHARGES

GRAND TOTAL CX0702PEFX



PEF-07FL-002495

2007/02

CX0702PEFX
PEFX

----- ROAD NAME - CSXT -----
CSX TRANSPORTATION
CAR REPAIR BILLING STATEMENT
* GROUP BILLABLE ITEMS *
OWNER INITIAL - PEFX

PAGE: 1

CX0702PEFX

LINE#	CAR INIT	CAR NUMBER	REPAIR DATE	SPLC	QTY	C APPL C JOB	DESCRIPTION	RMVD JOB	UNIT WM	PRICE	NET CHARGE
1	ELFX	084538	02/02/2007	259500	2	1 1838	BRAKE SHOE-COMP. HI-FRCT 1-1/2 IN.	1840	01		
1	ELFX	090176	01/23/2007	466430	1	1 1165	AIR HOSE SUPPORT-COMPLETE	1165	02		
1	PEFX	084538	01/03/2007	259500	1	1 1838	BRAKE SHOE-COMP. HI-FRCT 1-1/2 IN.	1840	01		
2	PEFX	084538	01/03/2007	259500	1	1 1840	BRAKE SHOE-COMP, HI-FRCT 2 IN.	1840	01		
TOTAL CHARGE 084538											
1	PEFX	086009	02/14/2007	491385	1	1 1838	BRAKE SHOE-COMP. HI-FRCT 1-1/2 IN.	1838	01		
1	PEFX	086054	02/01/2007	291915	1	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	086055	02/01/2007	291915	1	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	086064	02/01/2007	291915	2	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	086069	02/02/2007	259500	1	1 1840	BRAKE SHOE-COMP, HI-FRCT 2 IN.	1840	01		
1	PEFX	087093	02/02/2007	291915	1	1 1842	BRK SHOE-COMP-HI-FRCT 1 1/2 IRN INS-RED	1842	02		
1	PEFX	087558	02/02/2007	259500	1	9 1165	AIR HOSE SUPPORT-COMPLETE	1165	19		
1	PEFX	089062	02/01/2007	291915	2	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	089074	02/01/2007	291915	1	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	089075	02/01/2007	291915	1	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	089092	02/10/2007	259500	1	1 1840	BRAKE SHOE-COMP, HI-FRCT 2 IN.	1840	01		
1	PEFX	090013	02/01/2007	291915	1	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	090014	02/09/2007	466430	1	1 1165	AIR HOSE SUPPORT-COMPLETE	1165	02		
1	PEFX	090047	02/01/2007	291915	1	1 1852	BRAKE SHOE KEY	1852	02		
1	PEFX	090083	02/16/2007	491385	1	1 2076	COUPLER KNUCKLE PIN, METALLIC	2076	02		
1	PEFX	090106	02/01/2007	291915	1	1 1852	BRAKE SHOE KEY	1852	02		

PEF-07FL-002496

CSX TRANSPORTATION
c/o TTX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 984-3720

January 29, 2007
File: CSXT/MD01-SAVH

**PROGRESS FUELS
MANAGER-TRANSPORTATION
410 S. WILMINGTON ST., 10A
RALEIGH, NC 27587**

This is in reply to an AAR MID audit performed at SAVANNAH, GA on the CSX
TRANSPORTATION in SEPTEMBER 2004. Based on their inspection, we are issuing
Counter Billing Authority.

Our CBA totaling [REDACTED] is enclosed.

Sincerely,



G. R. Wurster
Manager AAR Receivables

Enclosures
/grw

JK S Boyd
2/12/07
- CR 132
- CR 495

Total:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CSX TRANSPORTATION
c/o TTX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 984-3720

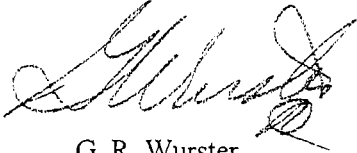
January 29, 2007
File: CSXT/MD01-SAVH

PROGRESS FUELS
MANAGER-TRANSPORTATION
410 S. WILMINGTON ST., 10A
RALEIGH, NC 27587

No. CSXTSGBRKSEFX-1


PROGRESS FUELS is hereby authorized to counterbill CSX TRANSPORTATION

Sincerely,



G. R. Wurster
Manager AAR Receivables

**CBA TOTAL DOLLARS MUST BE INCLUDED IN THE INVOICE AND
ELECTRONIC TRANSMISSION OF DATA**

Account Distribution
461450-

CSX TRANSPORTATION

c/o TTX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 984-3720

January 29, 2007
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CR 132

CR 475

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*OK J Boyl
2/1/07*



G. R. Wurster
Manager AAR Receivables

Enclosures
/grw

CSX TRANSPORTATION

c/o TTX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 984-3720

January 29, 2007

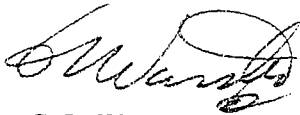
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RALEIGH, NC 27587

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461450-

CSX TRANSPORTATION

c/o TTX COMPANY

101 NORTH WACKER DRIVE

CHICAGO, ILLINOIS 60606

(312) 984-3720

January 29, 2007

File: CSXT/MD01-SAVH

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RALEIGH, NC 27587**

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Manager AAR Receivables

Enclosures
/grw

*OK JBoyle
2/1/07*

[REDACTED] CR 172
[REDACTED] CR 485

CSX TRANSPORTATION

c/o TTX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 984-3720

January 29, 2007

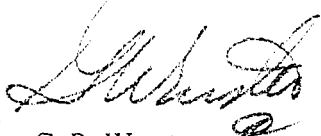
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Account Distribution
461450-

070001-EI

OPC

2nd PODs

9

Contract Minimum Volume:

PEF must tender a minimum of [REDACTED] tons during each of the [REDACTED]

Contract Maximum Volume:

No maximum volume established in the contract.

Performance Guarantees:

Gulf Barges Loadings – TBT guarantees that they will load each gulf barge in 14 hours or less. Should TBT fail to meet these obligations, TBT is responsible to reimburse PEF for demurrage incurred by our cross-gulf carrier.

Should TBT average more than 14 hour loading during any 120 hour period, PEF shall have the right to terminate this agreement.

River Barge and Import Vessel Unloadings – TBT guarantees to unload river barges in 4 days or less and discharge import vessels at a rate of [REDACTED] mt per day or better. Should TBT fail to meet these obligations, TBT is responsible to reimburse PEF for demurrage incurred by the barge line and import vessel owners.

Price Advantage:

[REDACTED]: By switching 12 vessel from IMT to TBT in 2007 PEF will save approx [REDACTED]

[REDACTED]: PEF will save approx \$ [REDACTED] by switching from IMT to TBT.

[REDACTED]: Savings will very depending on the transportation mode used to deliver coal to TBT.

*Prepared by:
Jason Duttlinger
04/26/2007*

REDACTED

PEF-07FL-002524 – PEF-07FL-002526

OPC'S 2nd POD #3