

EXHIBIT E
to the ISDA Coal Annex

**Introduction, Standard Paragraphs and Closing for a
Letter Agreement Confirming a Physical Coal Transaction**

Heading for Letter Agreement

[Letterhead of Party A]

[Date]

Physical Coal Transaction

[Name and Address of Party B]

Dear :

The purpose of this letter agreement is to confirm the terms and conditions of the Coal Transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

[The definitions and provisions contained in the 2005 ISDA Commodity Definitions (the "Commodity Definitions") (as published by the International Swaps and Derivatives Association, Inc.) and the ISDA Global Physical Coal Annex (the "ISDA Coal Annex") are incorporated into this Confirmation.] In the event of any inconsistency between the Commodity Definitions or the ISDA Coal Annex and this Confirmation, this Confirmation will govern. Notwithstanding the foregoing, any amendments to the Commodity Definitions in the Schedule to the Agreement are hereby incorporated into this Confirmation and any such amendments shall supersede the Commodity Definitions, unless otherwise specified below.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between [Name of Party A] ("Party A") and [Name of Party B] ("Party B"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.¹]

¹ If the parties have not yet executed, but intend to execute, an ISDA Master Agreement include, instead of this paragraph, the following:

"This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of the ISDA Master Agreement (Multicurrency-Cross Border) (the "ISDA Form"), with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation will supplement, form a part of, and be subject to that agreement. All provisions contained or incorporated by reference in that agreement upon its execution will govern this Confirmation except as expressly modified below. Until we execute and deliver that agreement, this Confirmation, together with all other documents referring to the ISDA Form (each a "Confirmation") confirming transactions (each a "Transaction") entered into between us (notwithstanding anything to the contrary in a Confirmation), shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if we had executed an agreement in such form (but without any Schedule except for the election of [English law][the laws of the State of New York] as the governing law and [specify currency] as the Termination Currency) on Trade Date of the first such Transaction between us. In the event of any inconsistency between the provisions of that

**[INSERT RELEVANT ADDITIONAL TRANSACTION
PROVISIONS FROM ONE OF EXHIBITS F-[H]]**

3. Calculation Agent: [Party A] [Party B] [Per the Agreement]
- [4. Account Details:
Account for payments to Party A:
Account for payments to Party B:]
- [5. Offices:
(a) The Office of Party A for the Transaction is ; and
(b) The Office of Party B for the Transaction is .]

Closing

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours sincerely,

[PARTY A]

By: _____
Name:
Title:

Confirmed as of the date first above written:

[PARTY B]

By: _____
Name:
Title:

agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. [The following elections under the ISDA Coal Annex apply: [].]"

EXHIBIT F
to the ISDA Coal Annex

**Additional Provisions for a Confirmation
of a Physically-settled U.S. Coal Forward Transaction**

[See Exhibit E for the introduction, standard paragraphs and closing for the letter agreement.]

2. The terms of the particular Coal Transaction to which this Confirmation relates are as follows:

Buyer: [Party A] [Party B]

Seller: [Party A] [Party B]

Trade Date: []

Coal Product: [CAPP Rail 12500 CS] [CAPP Rail 12500 LS]
[NYMEX Look-alike] [PRB 8400] [PRB 8800]
[PRB 8800 Low Sulfur]

Term: []

Contract Quantity: [] tons²

QVA: [] Applicable (see clause 11 of Appendix 1 to the
ISDA Coal Annex) (If not selected, Inapplicable)

Nomination Period: []

Source(s): []

Delivery Point (check one): [] fob railcar at the Source
[] fob Barge at the Source
[] Other:

Contract Price: U.S.\$ [] per ton³

² For example, for PRB8400, PRB8800, PRB 8800 Low Sulfur [#] ton Trains/[#] Train(s) per Month; for CAPP Rail 12500 CS, CAPP Rail 12500LS, NYMEX Look-alike: Five Barges per month, each weighing approximately 1,550 tons for an aggregate of 7,750 tons per month.

³ For NYMEX Look-alike, CAPP Rail 12500 CS, CAPP Rail 12500 LS only insert the following: There will be a discount of U.S. \$0.004 per MMBTU (U.S. \$0.096 per ton) for any delivery of coal on the Big Sandy River.

Specifications (check one): Per Exhibit A to the ISDA Coal Annex (applicable if none of the other options are selected)
 Per attached Schedule 1 (Standard)
 Per attached Schedule 2 (Periodic Performance)

FORMULA(S) FOR QUALITY

ADJUSTMENTS: Unless otherwise agreed to by the parties, the following formulas shall apply:

Btu Quality Adjustments (check one): Per clause 10 of Appendix 1 to the ISDA Coal Annex
 Per the following:

SO₂ Quality Adjustments (check one): Per clause 10 of Appendix 1 to the ISDA Coal Annex
 None
 Per the following:

Other Provisions:

**Schedule 1 to EXHIBIT F
to the ISDA Coal Annex**

Schedule 1: Standard Specifications

The Coal Product delivered hereunder shall conform to the following specifications on an "as received" basis (as used below, > means greater than and < means less than):

<u>Specification</u>	<u>Shipment Standard Quality (Barge / Unit Train)</u>	<u>Shipment Rejection Limits (Barge / Unit Train)</u>
BTU/LB.	_____	< _____
MOISTURE	_____ %	> _____ %
ASH	_____ %	> _____ %
SULFUR	_____ %	> _____ %
SULFUR DIOXIDE (SO ₂)	_____ lb./MMBTU	> _____ lb./MMBTU
VOLATILE	_____ %	< _____ %
Size (2" x 0"):		
-- Top size (inches) ¹	< _____ "	> _____ "
-- Fines (% by weight) Passing 1/4" screen	< _____ %	> _____ %
GRINDABILITY (HGI)	_____	< _____

¹ All the Coal Product will be such size that it will pass through a screen having square perforations three (3) inches in diameter, but shall not contain more than 55 percent (55.0%) by weight of Coal Product that will pass through a screen having square perforations one-quarter (1/4) of an inch in diameter.

ASH FUSION TEMPERATURE (°F) (ASTM D1857)

REDUCING ATMOSPHERE

Initial Deformation _____ min. _____

Softening (H=W) _____ min. _____

Softening (H=½W) _____ min. _____

Fluid _____ min. _____

**Schedule 2 to EXHIBIT F
to the ISDA Coal Annex**

Schedule 2: Periodic Performance Specifications

The Coal Product delivered hereunder shall conform to the following specifications on an "as received" basis (as used below, > means greater than and < means less than):

:

<u>Specification</u>	<u>Periodic Performance Quality</u>		<u>Shipment Rejection Limits (Barge / Unit Train)</u>
	<u>Limit</u>	<u>Period¹</u>	
BTU/LB.	_____	_____	< _____
MOISTURE	_____ %	_____	> _____ %
ASH	_____ %	_____	> _____ %
SULFUR	_____ %	_____	> _____ %
SULFUR DIOXIDE (SO ₂)	_____	_____	> _____ lb./MMBTU
VOLATILE	_____ %	_____	< _____ %
Size (2" x 0"):			
-- Top size (inches) ²	< _____ "	N/A	> _____ "
-- Fines (% by weight) Passing 1/4" screen	< _____ %	N/A	> _____ %
GRINDABILITY (HGI)	_____	N/A	< _____

ASH FUSION TEMPERATURE (°F) (ASTM D1857)

¹ A = Annual, Q = Quarterly, M = Month.

² All the Coal Product will be such size that it will pass through a screen having square perforations three (3) inches in diameter, but shall not contain more than 55 percent (55.0%) by weight of Coal Product that will pass through a screen having square perforations one-quarter (1/4) of an inch in diameter.

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Initial Deformation	_____	N/A	min. _____
Softening (H=W)	_____	N/A	min. _____
Softening (H=1/2W)	_____	N/A	min. _____
Fluid	_____	N/A	min. _____

EXHIBIT G
to the ISDA Coal Annex

**Additional Provisions for a Confirmation
of a Physically-settled U.S. Coal Option Transaction**

[See Exhibit E for the introduction, standard paragraphs and closing for the letter agreement.]

2. The terms of the particular Coal Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date: []

Coal Product: [CAPP Rail 12500 CS] [CAPP Rail 12500 LS] [NYMEX Look-alike] [PRB 8400] [PRB 8800] [PRB 8800 Low Sulfur]

Specifications (check one): [] Per Exhibit A to the ISDA Coal Annex (applicable if none of the other options are selected)
[] Per attached Schedule 1 (Standard)
[] Per attached Schedule 2 (Periodic Performance)

Option Style: [American][European][Bermuda]

Option Type: [Put][Call]

Commodity Option Seller: [Party A] [Party B]

Commodity Option Buyer: [Party A] [Party B]

Seller¹: [Party A] [Party B]

Buyer²: [Party A] [Party B]

Contract Quantity: [] tons³

Contract Price: U.S. \$[] per ton⁴

Total Premium: U.S. \$[]

Premium Payment Date(s): [] [, subject to adjustment in accordance with the [Following/Modified

¹ As defined in the ISDA Coal Annex. This term defines a party's role upon physical settlement of the Option.

² As defined in the ISDA Coal Annex. This term defines a party's role upon physical settlement of the Option.

³ For example, for PRB8400, PRB8800, PRB 8800 Low Sulfur [#] ton Trains/[#] Train(s) per Month; for CAPP Rail 12500 CS, CAPP Rail 12500LS, NYMEX Look-alike: Five Barges per month, each weighing approximately 1,550 tons for an aggregate of 7,750 tons per month.

⁴ For NYMEX Look-alike, CAPP Rail 12500 CS, CAPP Rail 12500 LS only insert the following: There will be a discount of U.S. \$0.004 per MMBTU (U.S. \$0.096 per ton) for any delivery of coal on the Big Sandy River.

Following/Nearest/ Preceding] Business Day Convention]⁵

Procedures for Exercise:

Exercise Period: [From and including ___ to and including ___]⁶ between ___ a.m. and ___ p.m. (local time in ___).
[Potential Exercise Date(s):]⁷ []
[Expiration Date:]⁸ []
[Expiration Time:]⁹ []
[Automatic Exercise:] [Not applicable]¹⁰
[Written Confirmation:] [Applicable][Not applicable]
Seller Business Day: []
Seller's location, telephone or facsimile number for purpose of giving notice: []

Physical Settlement Terms:

Nomination Period: []
Term: [From and including [the Exercise Date] to and including ___].
Source(s): []
Delivery Point (check one): [] fob railcar at the Source
[] fob Barge at the Source
[] Other:
QVA: [] Applicable (see clause 11 of Appendix 1 to the ISDA Coal Annex) (If not selected, Inapplicable).

FORMULA(S) FOR QUALITY
ADJUSTMENTS: Unless otherwise agreed to by the parties, the following formulas shall apply:

⁵ If the parties do not specify Business Day Convention for Premium Payment Dates, it is subject to the Following Business Day Convention in accordance with Section 8.6(c) of the Commodity Definitions.

⁶ Include if American style Option.

⁷ Include if Bermuda style Option.

⁸ Include if Option is exercisable only on the Expiration Date.

⁹ This will be 9:30 a.m. (New York time) unless otherwise specified here.

¹⁰ If Automatic Exercise is not specified as Not Applicable, it will be deemed to apply.

Btu Quality Adjustments (check one): Per clause 10 of Appendix 1 to the ISDA Coal Annex
 Per the following:

SO₂ Quality Adjustments (check one): Per clause 10 of Appendix 1 to the ISDA Coal Annex
 None
 Per the following:

Additional Provisions Relating to Physical Options:

For purposes of this Confirmation, the definitions of “Option”, “Call” and “Put” in the Commodity Definitions are hereby deleted and replaced with the following:

“**Option**” means any Transaction that is identified in the related Confirmation as an Option and provides for the grant by Commodity Option Seller to Commodity Option Buyer of the right to cause Commodity Option Seller to (i) sell at the Contract Price and make available or deliver (or cause to be delivered) the Contract Quantity of the Coal Product to the Delivery Point within the Term of the Transaction (a “**Call**”); or (ii) purchase at the Contract Price and receive (or cause to be received) the Contract Quantity of the Coal Product at the Delivery Point within the Term of the Transaction (a “**Put**”), in each case, in accordance with the ISDA Coal Annex.

If an Option is exercised, scheduling and deliveries will be arranged in accordance with clause 1 of Appendix 1 to the ISDA Coal Annex.

Other Provisions:

**Schedule 1 to EXHIBIT G
to the ISDA Coal Annex**

Schedule 1: Standard Specifications

The Coal Product delivered hereunder shall conform to the following specifications on an "as received" basis (as used below, > means greater than and < means less than):

<u>Specification</u>	<u>Shipment Standard Quality (Barge / Unit Train)</u>	<u>Shipment Rejection Limits (Barge / Unit Train)</u>
BTU/LB.	_____	< _____
MOISTURE	_____ %	> _____ %
ASH	_____ %	> _____ %
SULFUR	_____ %	> _____ %
SULFUR DIOXIDE (SO ₂)	_____ lb./MMBTU	> _____ lb./MMBTU
VOLATILE	_____ %	< _____ %
Size (2" x 0"):		
-- Top size (inches) ¹	< _____ "	> _____ "
-- Fines (% by weight) Passing ¼" screen	< _____ %	> _____ %
GRINDABILITY (HGI)	_____	< _____

ASH FUSION TEMPERATURE (°F) (ASTM D1857)

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¹ All the Coal Product will be such size that it will pass through a screen having square perforations three (3) inches in diameter, but shall not contain more than 55 percent (55.0%) by weight of Coal Product that will pass through a screen having square perforations one-quarter (¼) of an inch in diameter.

Initial Deformation	_____	min. _____
Softening (H=W)	_____	min. _____
Softening (H=1/2W)	_____	min. _____
Fluid	_____	min. _____

**Schedule 2 to EXHIBIT G
to the ISDA Coal Annex**

Schedule 2: Periodic Performance Specifications

The Coal Product delivered hereunder shall conform to the following specifications on an "as received" basis (as used below, > means greater than and < means less than):

:

<u>Specification</u>	<u>Periodic Performance Quality</u>		<u>Shipment Rejection Limits (Barge / Unit Train)</u>
	<u>Limit</u>	<u>Period¹</u>	
BTU/LB.	_____	_____	< _____
MOISTURE	_____ %	_____	> _____ %
ASH	_____ %	_____	> _____ %
SULFUR	_____ %	_____	> _____ %
SULFUR DIOXIDE (SO ₂)	_____	_____	> _____ lb./MMBTU
VOLATILE	_____ %	_____	< _____ %
Size (2" x 0"):			
-- Top size (inches) ²	< _____ "	N/A	> _____ "
-- Fines (% by weight) Passing 1/4" screen	< _____ %	N/A	> _____ %
GRINDABILITY (HGI)	_____	N/A	< _____
<u>ASH FUSION TEMPERATURE (°F) (ASTM D1857)</u>			
<u>REDUCING ATMOSPHERE</u>			

¹ A = Annual, Q = Quarterly, M = Month.

² All the Coal Product will be such size that it will pass through a screen having square perforations three (3) inches in diameter, but shall not contain more than 55 percent (55.0%) by weight of Coal Product that will pass through a screen having square perforations one-quarter (1/4) of an inch in diameter.

Initial Deformation	_____	N/A	min. _____
Softening (H=W)	_____	N/A	min. _____
Softening (H=1/2W)	_____	N/A	min. _____
Fluid	_____	N/A	min. _____

EXHIBIT H
to the ISDA Coal Annex

**Additional Provisions for a Confirmation
of a Physically-settled International Coal Forward Transaction¹**

[See Exhibit E for the introduction, standard paragraphs and closing for the letter agreement.]

2. The terms of the particular Coal Transaction to which this Confirmation relates are as follows:

Buyer:	[]
Seller:	[]
Trade Date:	[]
RSS:	[]
Quantity:	[] Metric Tonnes per Delivery Period ²
Base Price:	U.S. \$[] per Metric Tonne
Delivery Period(s):	each [calendar month] within the period of []
Origin(s):	[]
Delivery Point:	[]
globalCOAL Standard Coal System ID, where applicable:	[]

¹ These provisions were developed by globalCOAL Limited for use with SCoTA® terms. SCoTA® terms are incorporated by reference in the ISDA Coal Annex for Coal Transactions involving International Coal.

² Note that Shipping Tolerance is addressed as part of the RSS applicable to a particular Coal Product.

EXHIBIT I
to the ISDA Coal Annex

**Additional Provisions for a Confirmation
of a Physically-settled International Coal Option Transaction**

[See Exhibit E for the introduction, standard paragraphs and closing for the letter agreement.]

2. The terms of the particular Coal Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date: []

Coal Product: [*specify Coal Product under SCoTA*]

RSS: []

Quantity: [] Metric Tonnes per Delivery Period¹

Option Style: [American][European][Bermuda]

Option Type: [Put][Call]

Commodity Option Seller: [Party A] [Party B]

Commodity Option Buyer: [Party A] [Party B]

Seller²: [Party A] [Party B]

Buyer³: [Party A] [Party B]

Base Price: U.S. \$[] per Metric Tonne

Total Premium: []

Premium Payment Date(s): [] [, subject to adjustment
in accordance with the [Following/Modified
Following/Nearest/ Preceding] Business Day
Convention]⁴

Procedures for Exercise:

Exercise Period: [From and including ___ to and including ___]⁵ between
___ a.m. and ___ p.m. (local time in ___).

¹ Note that Shipping Tolerance is addressed as part of the RSS applicable to a particular Coal Product.

² As defined in the ISDA Coal Annex. This term defines a party's role upon physical settlement of the Option.

³ As defined in the ISDA Coal Annex. This term defines a party's role upon physical settlement of the Option.

⁴ If the parties do not specify Business Day Convention for Premium Payment Dates, it is subject to the Following Business Day Convention in accordance with Section 8.6(c) of the Commodity Definitions.

⁵ Include if American style Option.

Product at the Delivery Point within the relevant Delivery Period(s) of the Transaction (a **“Put”**), in each case, in accordance with the ISDA Coal Annex.

If an Option is exercised, scheduling and deliveries will be arranged in accordance with clause 1 of Appendix 2 to the ISDA Coal Annex.

Other Provisions: