

The Dayton Power and Light Company
Transaction Confirmation

Seller:	Buyer: The Dayton Power and Light Company
Address:	Address: 1065 Woodman Drive Dayton, OH 45432
Phone:	Phone: 937-259-
Fax:	Fax: 937-259-7250
Email:	Email:

This Transaction Confirmation (“Confirmation”) confirms the agreement between Buyer and Seller (each a “Party” and collectively the “Parties”) with respect to the transaction described below, and incorporates by reference the terms and conditions of the Master Fuel Purchase and Sale Agreement (“Master Agreement”) entered into on _____. This Transaction Confirmation and the Master Agreement constitute all of the terms and conditions of the binding agreement regarding this transaction. Seller agrees to deliver and Buyer agrees to purchase Coal of the quality and quantity and at the price stated in this Transaction Confirmation, subject to the terms and conditions of the Master Agreement¹.

Transaction Date:

Confirmation ID:

Product: Crushed, bituminous coal containing no synthetic fuels, substantially free from any extraneous material and debris, with no intermediate sizes to be added or removed and otherwise meeting the Specifications of this Agreement (hereinafter “Coal”).

Contract Term:

Contract Price:

Contract Quantity: _____ tons

Tonnage Flexibility:

Delivery Point: FOB barge at _____ dock (MP _____ on the _____ River) (each barge a “Shipment”).

Source:

Specifications: Seller shall tender Coal that: (1) on an individual barge or train basis conforms to each of the Individual Shipment Reject Specifications set forth below; and (2) on a monthly weighted average basis conforms to the Guaranteed Monthly Average Specifications set forth below.

Quality Specifications:

Characteristics:	Guaranteed Monthly Average Specifications	Individual Shipment Reject Specifications
BTU/lb. (Min.)		<
% Ash		>
% Sulfur		>
% Moisture		
Grind (HGI) (Min.)*		*
Volatile Matter (Min.)		<
Size	2" x 0"	
%Fines (Max.)* -passing a 1/4" screen	%	>%*
REDUCING ATMOSPHERE		
Initial Deformation		
Softening (H=W)		Min.
Softening (H=1/2 W)		
Fluid		

* The following Quality Specifications will only be tested upon advance request by either party and prior to loading: Grind (HGI) and %Fines. Seller agrees to allow Buyer periodic testing at any time Buyer requests.

Payment Terms: Seller shall provide to Buyer an invoice for each commodity type ten (10) days prior to payment date. Buyer shall pay Seller no later than the fifteenth (15th) day of each calendar month for shipments during the preceding month, provided that an invoice has been received. Buyer's invoice shall include information detailing the purchase order or contract ID number, commodity type, tonnage, price, quality adjustments (including cost per ton), invoice number, payment terms, date loaded, barge or train number, loading point, and subtotals for the quality adjustments and commodity type.

Invoicing correspondence shall be sent to Buyer at: settlements@dplinc.com

Governing Weights: Seller

Governing Samples: Seller at Delivery Point

Governing Laboratory: Buyer (Mineral Labs, Inc.)

Sampling Person: Seller

Analysis Person: Seller

Quality Adjustments:

BTU Price Adjustment:

$[(\text{As Received BTU/lb.} - \text{Guaranteed BTU/lb.}) / \text{Guaranteed BTU/lb.}] * \text{Contract Price}$

SO2 Price Adjustment:

The adjustment is \$0.30 per ton per every 0.1 lbs. SO2/MMBtu above Guaranteed SO2/MMBtu.
 $[(\text{As Received SO2} - \text{Guaranteed SO2}) * 10] * \0.30

Insurance: During the proposed term, respondent shall provide and/or cause its transloading operators at the barge loading points to procure and maintain the following minimum insurance coverages:

1. Statutory Longshore and Harbor Workers' Compensation Act Insurance and/or statutory Workers' Compensation Insurance or Jones Act (Maritime Employers Liability), whichever is applicable, covering all the workers at the barge loading points; and
2. Marine Liability insurance (in any combination of primary and excess policies) including but not limited to Protection and Indemnity Liability, Jones Act (Maritime Employers Liability), Pollution Liability, Full Collision Liability, Marine Operators Liability, Marine Contractual Liability, Wharfinger Liability, Towers' Liability, Hull and Cargo Legal Liability and Cost of Removal of Wreck and Cargo (including voluntary or statutory), as applicable, covering DP&L and/or transloading operators, as applicable, motor vessels, docks and fleets operations at all barge loading points in an amount not less than \$10,000,000 per occurrence.

This Transaction Confirmation will not be a binding Transaction until it is signed by Seller and returned to DP&L by mail, facsimile or mutually acceptable electronic means.

Seller:

Buyer:

The Dayton Power and Light Company

By: _____

By: _____

Title: _____

Date: _____

Date: _____