

CONSUMER AGREEMENT

Whereas, International Resources, Inc (hereinafter referred to as International) has established an Internet coal/petcoke marketing service called the **Coal Exchange**SM, and

Whereas, the **Coal Exchange**SM has solicited Producers to list their coal/petcoke availability and Consumers to purchase coal/petcoke directly from said Producers using the **Coal Exchange**SM, and

Whereas, _____ (hereinafter referred to as Consumer) is a Consumer of coal/petcoke and may from time to time wish to purchase a portion of its requirements from listings in the **Coal Exchange**SM.

Now therefore, in consideration of valuable services received, the parties agree as follows:

1. International will continue its efforts to obtain and maintain a selection of coal/petcoke from reliable. Producers for purchase by the Consumer.
2. International will maintain the **Coal Exchange**SM database current to enable the Consumer to have access to the widest selection of coal/petcoke available.
3. International will make a good faith effort to maintain only listings from Producers who have demonstrated their reliability for on-time and on-specification deliveries. However, International makes no warranty as to delivery of the quantities or specifications of coal/petcoke listed with the **Coal Exchange**SM. International will also use its best efforts to process purchase requests in the order received; however, International is not responsible for errors during the conduct of its activities in completing any sale or purchase of any Lot listed on the **Coal Exchange**SM.
4. The Consumer will be assigned an account number and a password by International to gain entry to the **Coal Exchange**SM. The Consumer will protect the dissemination of this information to only those individuals within the Consumer's organization who have been designated to act on behalf of the Consumer as set forth in Exhibit 1.
5. The Consumer will use its access to the **Coal Exchange**SM only for the purpose of purchasing listed coal/petcoke. It will not be used as a check of current market prices on a continuing basis. Should the Consumer desire International to conduct a search for available coal/petcoke, the Consumer will complete the information requested in Exhibit 2 and FAX to (336) 982-4036.
6. The Consumer will select the coal or petcoke it wishes to purchase and will notify International by a FAX message in the format of Exhibit 3, attached hereto. This act by the Consumer constitutes a binding offer to purchase the coal or coals.

- 7. International will confirm the availability of the coal with the listed Producer. If the coal is still available, International will FAX the Consumer a confirmation of the purchase in the format of Exhibit 4. The action constitutes a binding agreement for the Consumer to pay the commission set forth in Item 8.
- 8. The Consumer will pay International a transaction fee equal to \$0.25 per ton times the number of tons purchased. International will issue invoices by FAX for transaction fee due on a bimonthly basis with such invoices due within 10 days of their date.
- 9. International will FAX the Consumer the name, address and telephone number of the Producer of the coal or petcoke in the format of Exhibit 5. The Consumer will contact that Producer to arrange the purchase and the delivery. International will delete that coal or petcoke from the **Coal Exchange**SM.
- 10. Should the Consumer and Producer cancel or modify the purchase/sale transaction after the submission of Exhibit 5, the Consumer shall complete an Exhibit 6 and FAX to International for proper adjustments to the Consumer and Producer accounts.
- 11. This agreement shall remain in force for one year from the date of its execution and shall be automatically renewed for four additional terms of one year unless canceled by either party at least 90 days prior to the then current anniversary date. International may cancel this agreement and remove Consumer from access to the **Coal Exchange**SM at any time should the Consumer fail to pay commissions as set forth in 8 above.
- 12. Notices to each of the parties shall be FAXed or mailed to:

For Consumer:

For International Resources, Inc.:

Larry E. Smith
 467 Calloway Gap Road
 West Jefferson, NC 28694
 FAX # (336) 982-4036
 Phone (336) 982-9441

- 12. This Agreement shall be governed by the laws of the State of North Carolina. The parties hereto agree that any disputes which may arise from the conduct of this Agreement shall be heard in the Courts of North Carolina.

In Witness hereof, the signatures of the parties are affixed as of this the _____ day of _____, 2001.

For Consumer:

Typed Name: _____

Title: _____

Witness: _____

For International Resources, Inc.

Larry E. Smith
President

Witness: _____

**ACKNOWLEDGMENT OF PROPRIETARY INFORMATION
AND CONFIDENTIALITY AGREEMENT
INTERNATIONAL RESOURCES, INC
COAL EXCHANGESM**

This Confidentiality Agreement is effective this the _____ day of _____, 2001 between International Resources, Inc. (Coal ExchangeSM) and _____ (Company).

The Coal ExchangeSM is a commercial venture established by International Resources, Inc. whose source of remuneration are Producers and Consumers of coal using information obtained from the operation of the Coal ExchangeSM. In order to maintain the integrity of the system and prevent unauthorized access, the Coal ExchangeSM requests the Company to execute this Acknowledgment of Proprietary Information and Confidentiality Agreement.

The Coal ExchangeSM and the Company agree that in consideration for obtaining access to information on the Coal ExchangeSM:

1. The Company and its employees will have access to and become familiar with various trade secrets, confidential matters, or proprietary information obtained concerning the operation of the Coal ExchangeSM.
2. The Company and its employees will never disclose to any third party, directly or indirectly, any such trade secrets, confidential matters or proprietary information without the specific written consent of the Coal ExchangeSM. However, if required, the Company may release information, without this written approval, to any state or federal regulatory authority having jurisdiction over the operations of the Company. In such case the Company shall use its best efforts to prevent the public release of such information by marking such information with the phrase "Confidential and Proprietary Information of the Coal ExchangeSM".
3. The Company acknowledges that all such trade secrets, confidential matters or proprietary information is owned by the Coal ExchangeSM.
4. The Company will restrict all information including but not limited to computer assigned passwords and printouts to only those employees within their organization deemed by the Company as requiring such information to carry out their responsibilities within the Company.
5. The Coal ExchangeSM agrees to maintain the confidentiality of any information obtained through operation of the Coal ExchangeSM regarding the purchases of the Company.
6. Any disputes arising out of this agreement shall be resolved under the laws and in the courts of the State of North Carolina.

By: _____
Larry E. Smith, President
International Resources, Inc.

By: _____

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EXHIBIT 1

Consumer hereby designates the following employees within its organization to serve as users of the **Coal Exchange**SM in accordance with the terms and conditions of the agreement between Consumer and International Resources, Inc. This Exhibit 1 maybe revised by Consumer by notifying International Resources, Inc. of the revised employees.

Date: _____

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EXHIBIT 2

Request for International Resources, Inc. to enter information for coal/petcoke availability search into **Coal Exchange**SM. Complete the following information and fax to (336) 982-4036.

Shipping Method: Truck_____ Rail_____ Barge_____

If Shipped by Rail, Railroad: Norfolk & Southern_____ CSX_____ Conrail_____

Freight District: _____

Coal Size: Nut & Slack_____ Carbon_____ Stoker Size_____

Sulfur: Compliance? Yes _____ No _____

1.0% _____ # 1.25% _____ # 1.5% _____ # 2.5% _____ # 3.0% _____ All _____

BTU: _____

BTU's

Btu can be searched on an exact number or a range.

Enter the desired Btu number you want for an exact search.

To search for a Btu range, follow the entry examples below:

Use the Greater than Symbol [>11000] to request a search for lots whose Btu is greater than 11,000. Use the Less than Symbol [<13000] to request a search for lots whose Btu is less than 13,000

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EXHIBIT 3

International Resources, Inc. is hereby notified that _____
(Consumer) wishes to purchase Lot _____ listed on the **Coal Exchange**SM at a price of
_____(\$/ton) for _____ tons.

Time (Eastern): _____ Date: _____

For Consumer

By: _____

Typed Name: _____

Title: _____

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EXHIBIT 4

Consumer is hereby notified that Lot _____ listed on the **Coal Exchange**SM is available for purchase at _____ (\$/ton) for _____ tons. Please note your acceptance of this Lot by signing this Exhibit 4 and return by FAX to International Resources, Inc. at (336) 982-4036.

Time (Eastern): _____ Date: _____
International Resources, Inc.

By: _____
Larry E. Smith
President

We accept this Lot as set forth above.

Time (Eastern): _____ Date: _____

Consumer: _____

By: _____

Typed Name: _____

Title: _____

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EXHIBIT 5

International Resources, Inc. hereby notifies Consumer with regard to Lot _____, the Producer, contact person and phone number.

Time (Eastern): _____ Date: _____

Producer Company: _____

Contact Individual: _____

Telephone: _____

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EXHIBIT 6

Cancellation or Modification of Coal Selection Notification

International Resources, Inc. is hereby notified that _____
has _____ canceled / _____ modified the coal purchase of Lot # _____ as reported on Consumer
Agreement Exhibit 3 on date _____ .

Purchase of the above Lot has been changed to _____ tons at _____ \$/ton.

Time (Eastern): _____ Date: _____

Consumer: _____

By: _____

Typed Name: _____

Title: _____