



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

POWER BUSINESSLINE

December 11, 1997

AUTHENTICATED

In reply refer to: PS-6

Amendatory Agreement No. 1 to
Contract No. 95MS-94856

Mr. Francis H. Lauchert
Group President, Industrial Chemicals
Elf Atochem North America
2000 Market Street
Philadelphia PA 19103-3222

Dear Lauchert:

This letter agreement (Amendatory Agreement) constitutes an amendment to Contract No. 95MS-94856 (Power Sales Agreement) between the Bonneville Power Administration (BPA) and Elf Atochem North America Inc. (Company), which superseded Contract No. DE-MS79-81BP90355 between BPA and Company, dated August 31, 1981 (the "Prior Contract"). BPA and the Company are hereinafter sometimes referred to individually as "Party" and collectively as "Parties." The Company has requested, and BPA has approved an increase in the Contract Demand by 36 megawatts for technological reasons.

Therefore, BPA proposes the following terms and conditions:

1. **EFFECTIVE DATE.** This Amendatory Agreement, when executed by the Parties, shall become effective as of the hour ending 0100 on October 1, 1997.
2. **DEFINITIONS.** All capitalized terms used herein shall be as defined in the Power Sales Agreement, the Prior Contract, or the General Rate Schedule Provisions, unless otherwise specified in this Amendatory Agreement.
3. **AMENDMENT OF POWER SALES AGREEMENT.** The Power Sales Agreement is amended as follows:
 - (a) Section 6(c) is deleted and replaced by the following:

"(c) 'Contract Demand' means the maximum integrated hourly rate of delivery that the Company may request under this Agreement and is equal to 120.00 megawatts. The Contract Demand shall not be increased except through:

“(1) a process conducted pursuant to section 5(d)(3) of the Northwest Power Act that provides for BPA to acquire increased reserves from its direct service industrial companies; or

“(2) a Technological Allowance which BPA shall grant upon the Company’s demonstration to BPA that such allowance meets the criteria for a Technological Allowance under the Prior Contract.”

(b) Section 10(a) is deleted and replaced by the following:

“(a) **Monthly Amounts of Firm Power.** Not later than the February 1, immediately prior to October 1 of each Contract Year, the Company shall specify monthly amounts of Demand and HLH and LLH Firm Energy for such Contract Year. The total of the monthly amounts of HLH and LLH Firm Energy shall equal the annual amounts specified in section 9(b) for such Contract Year. Subject to section 10(a)(1), the Company may set its Demand in each month in the 1996-1997 Contract Year at any level up to its Contract Demand. Any increase in amounts of Demand for a specific month in a later Contract Year above the greater of: (i) the amount of Demand for such month in the previous Contract Year; or (ii) the minimum level of Demand for transmission specified in Exhibit D; is subject to BPA’s determination of available transmission capacity and, if Demand is set in excess of 84.00 megawatts, satisfaction of the conditions set forth in section 10(a)(1) and, if applicable, section 10(a)(2). If additional generating resources integrated at points with transmission capacity available to the Company’s points of delivery are available for BPA’s use or purchase, then BPA shall determine that transmission capacity is available under this Agreement. BPA shall also treat as available any transmission capacity made available by the Company to BPA through a reduction in demand under any other transmission agreement with BPA. If BPA determines that firm transmission capacity is not available for the Company’s request, BPA will notify the Company within 60 days of the approved level of Demand. Each year, Exhibit D shall be revised to reflect the amounts specified by the Company, consistent with this section 10(a).

“(1) The Company may not set its Demand in excess of 84.00 megawatts for any month unless (A) the existing Joint Service Agreement (Contract No. 97PB-10054) signed by BPA, the Company, and Portland General Electric Company (PGE) has been amended or terminated such that BPA is allowed to serve Company load in excess of 84.00 megawatts, and (B) the Company can accept delivery consistent with its existing supply arrangements, including obligations to purchase from PGE, and applicable law.

“(2) The Contract Demand includes 36.00 megawatts of Technological Allowance increase, of which 19.10 megawatts may be served from the Technological Allowance Pool described in section 5(d)

of the Prior Contract. If the total request for service from the Technological Allowance Pool exceeds the amount of capacity in the Technological Allowance Pool when the Demand is increased pursuant to this subsection, then BPA may reduce the Demand to the level BPA would allocate to the Company under sections 5(d)(6) and 5(d)(7) of the Prior Contract.”

If this Amendatory Agreement is acceptable to the Company, please so indicate by signing both originals and return one original to me. The remaining original is for your files.

Sincerely,

/S/ SYDNEY D. BERWAGER

Senior Account Executive

Name Sydney D. Berwager
(Print/Type)

ACCEPTED:

ELF ATOCHEM NORTH AMERICA INC.

By /S/ F.H. LAUCHERT

Name Francis H. Lauchert
(Print/Type)

Title Group President
Industrial Chemicals

Date 12/23/97

(PBLAN-PSC-W:\PSC\PM\CT\94856AA1.DOC)



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: February 01, 2001
 To: Atofina Chemical Corporation
 6400 NW Front Avenue
 Portland, OR 97210

Attn: Larry Farmer
 Fax: 215-419-7249

Presch:
 Real Time:
 PS/RT FAX:

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Atofina Chemical Corporation (ATO). Transactions hereunder are in accordance with reference contract or enabling agreement 95MS-94856.

Transaction Date: 2/1/01 **Traders:** Scott Wilson (BPA) and Larry Farmer (ATO)
BPA Contract: 01PB-24059

Seller of Energy: Atofina Chemical Corporation
Buyer of Energy: BPA
Product: Load Curtailment
Point of Delivery: Pennwalt Sub

Start of Term	End of Term	Demand Limit	Hours	Amount (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
2/2/01	2/28/01	8	ALL	8	REDACTED	REDACTED		REDACTED

Energy Transaction Total: **REDACTED**

Additional Provisions

Atofina Chemical Corporation commits to nominate and take no more than 94 MW in any hour covered by this confirmation agreement.

Scheduling

All energy will be shown in Pacific Prevailing Time.

~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).

~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.

~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined in the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be made consistent with and as a specific item in the Wholesale Power Bill.

Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in the reference contract, including provisions related to delivery, scheduling (if applicable), billing, payments, metering, access to facilities, dispute resolution, uncontrollable forces, continuity of services, and contract interpretation.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Atofina Chemical Corporation are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
Bonneville Power Administration	Atofina Chemical Corporation
_____	_____
David Mills	Name: _____
Manager, Trading Floor	Title: _____
Date: _____	Date: _____