



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: _____