

ELECTRIC SERVICE AGREEMENT
BETWEEN
PACIFICORP
AND
US MAGNESIUM LLC

THIS ELECTRIC SERVICE AGREEMENT, made this 23rd day of November, 2004 is by and between PacifiCorp, an Oregon corporation (hereinafter referred to as the “Seller”) and US Magnesium LLC (hereinafter “Purchaser”), a Delaware corporation having a place of business within the State of Utah and located within the county of Tooele. Seller and Purchaser are sometimes referred to separately as a “Party” and collectively as “Parties”.

WITNESSETH:

WHEREAS, Purchaser desires to purchase interruptible electric power and energy for the Plant under this Agreement, and

WHEREAS, Seller is willing to provide interruptible electric power and energy.

NOW THEREFORE, the Parties agree as follows:

Article I. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified.

1.1. “**Agreement**” means this Electric Service Agreement and the attached Exhibits, which are incorporated by reference.

1.2. “**Billing Period**” means the period of approximately thirty (30) days intervening between regular successive meter reading dates.

1.3. “**Business Day**” means any Day except Saturday, Sunday, Days that are observed as business holidays by either Party and Days that are authorized as holidays by banks in New York, New York.

1.4. “**Commission**” means the Utah Public Service Commission.

1.5. **“Curtailed Capacity”** means the Demand available for curtailment under this Agreement. For recordkeeping purposes, Curtailed Capacity will be measured at the time of Seller’s Curtailed Notice. This definition and measurement will not limit the amount of Replacement Power that Purchaser may purchase at Replacement Power Charges during any Curtailed Hours.

1.6. **“Curtailed Day”** means any non-NERC Holiday Day, Monday through Friday of each Curtailed Month during the Term.

1.7. **“Curtailed Hours”** means the four (4) consecutive Summer hours and four (4) Winter hours (two - 2 hour periods) chosen by the Seller pursuant to the provisions of Section 4.1 during each Curtailed Period during each Curtailed Day. Curtailed Hours are not available to the Seller for Operating Reserve interruptions.

1.8. **“Curtailed Month(s)”** means the Summer and Winter months, as set forth in this Agreement, during which the Facility’s electric load may be curtailed as specified in Section 4.1.

1.9. **“Curtailed Period”** means the hours from 12:00 PM to 8:00 PM (hours 1200 to 2000) (8 hours) Mountain prevailing time (MPT) for each Curtailed Day during Summer and hours from 6:00 AM to 11:00 AM (hours 0600 to 1100) and 4:00 PM to 8:00 PM (hours 1600 to 2000) MPT (two - 4 hour periods) during Winter.

1.10. **“Day”** means a calendar day.

1.11. **“Delivered Power”** means the capacity and associated electric energy delivered by Seller to Purchaser as shown by the meters located at the Point of Metering for all Non-Curtailed Hours.

1.12. **“Delivered Power Charges”** means charges for Delivered Power calculated in accordance with Section 3.3.

1.13. **“Demand”** means the rate in kilowatts at which Seller delivers electricity to Purchaser as shown by the meters located at the Point of Metering. Demand measurements are calculated based on the average (integrated) usage over fifteen (15) minute periods of time, starting at 00, 15, 30 and 45 minutes past each hour. Abnormally high demands established as a result of extraordinary conditions existing on the Seller’s interconnected system or as a result of accidents caused by the Seller’s negligence resulting in temporary separation of the Parties’ systems shall be excluded from the determination of demand.

1.14. “**Dollars**” or “**\$**” means the lawful currency of the United States of America.

1.15 “**Force Majeure**” means any act or event that delays or prevents Seller or Purchaser from timely performing its obligations under this Agreement or from complying with this Agreement if such act or event is beyond the reasonable control of the Party relying thereon as justification for such delay, nonperformance or noncompliance, including, without limitation, (a) an act of God or the elements, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of Purchaser or Seller (whether such cause is similar or dissimilar to the foregoing or is foreseen, unforeseen, or foreseeable), or (b) any restraint or restriction imposed by law or by rule, regulation, or other acts of governmental authorities, whether federal, state or local, not initiated or supported by the Party claiming the event of Force Majeure. “Force Majeure” does not include changes in economic or market conditions that affect the cost of fuel or fuel transportation, the cost of transmission, the demand for products manufactured by Purchaser or the price of energy (including Purchaser’s ability to buy energy at a lower price or Seller’s ability to sell energy at a higher price than the Hourly Market Price established pursuant to this Agreement), or that otherwise render this Agreement uneconomic or unprofitable for a Party.

1.16 “**Forecasted Temperature**” means the forecasted maximum temperature for the Salt Lake City International Airport as reported by the National Weather Service at www.wrh.noaa.gov/slc/forecast/ and available as of 7:00 a.m. MPT for the following Day.

1.17. “**Hourly Market Price**” means the applicable Index Price for the specified time period (On-peak or Off-peak) in a given Day multiplied by the applicable Hourly Shaping Factor set forth in Tables 1 through 3 in Exhibit A for each Curtailment Hour.

1.18 “**Hourly Shaping Factor**” means the Hourly Shaping Factors utilized by Seller for transactions at Palo Verde, as set forth in Tables 1 through 3 of Exhibit A for each hour. By notice given to Seller at least sixty (60) days before the beginning of another Year, Seller may adjust the Hourly Shaping Factors set forth in Exhibit A in a commercially reasonable manner, with such adjustment to be in effect during the next Year; provided, the summation of the Hourly Shaping Factors for the on-peak sixteen (16) hour period, divided by sixteen (16), shall equal one (1), and the summation of the Hourly Shaping Factors for the eight (8) hour off-peak time period,

divided by eight (8), shall equal one (1), and the summation of the Hourly Shaping Factors for a twenty-four (24) hour period, divided by twenty-four (24), shall equal one (1). Such adjustment shall be subject to Seller's consent, which Seller shall not unreasonably withhold, condition or delay.

1.19. **"Index Price"** means for Monday through Saturday, the Dow Jones TM Palo Verde Firm On-Peak Price and the Dow Jones TM Palo Verde Firm Off-Peak Price. For Sunday and NERC holidays, Dow Jones TM Palo Verde 24-Hour Index Price, unless Dow JonesTM shall publish a Firm On-Peak and Firm Off-Peak Price for such days for Palo Verde, in which event such indices shall be utilized for such days with adjustments for appropriate Hourly Shaping Factors. Dow Jones TM Palo Verde daily indexes are calculated seven days a week, including NERC holidays. If the Dow Jones TM Palo Verde index or any replacement of that index ceases to be published during the Term, Seller shall select as a replacement a substantially equivalent index that, after any appropriate or necessary adjustments, provides the most reasonable substitute for the index in question. Seller's selection shall be subject to Purchaser's consent, which Purchaser shall not unreasonably withhold, condition or delay.

1.20 **"Interruptible Contract Demand"** means the maximum amount of Demand that Seller is obligated to provide to Purchaser at any time. The Interruptible Contract Demand during the Term is 125 MW.

1.21 **"Interruptible Power and Energy"** means the electric power expressed in kilowatts and associated energy in kilowatt-hours made available by the Seller to meet Purchaser's load subject to interruption and curtailment at the Seller's option under the conditions set forth in this Agreement.

1.22 **"kW"** means kilowatt.

1.23 **"Line Loss Adjustment"** means 1.0492.

1.24 **"Measured Energy"** for any period means the algebraic sum of the electric energy in kilowatt-hours as shown by or computed from the readings of the existing kilowatt-hour meters located at the Point of Metering and adjusted for: (i) losses, if any, between the Point of Metering and the Point of Delivery and, (ii) Power Factor adjustment as set forth in Section 3.5

1.25 **"Month"** means a calendar month.

1.26 **"MW"** means megawatt, or 1,000 kW.

- 1.27 “**MWh(s)**” means megawatt-hour(s).
- 1.28 “**Non-Curtailment Hour(s)**” means any hour that is not a Curtailment Hour.
- 1.29 “**Party**” and “**Parties**” have the meanings given in the preamble of this Agreement.
- 1.30 “**Payment Default**” means any failure by Parties to make payment, including prepayments and deposits, on or before the date due under the terms of this Agreement.
- 1.31 “**Person**” means any individual or a corporation, limited liability company, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or any agency or political subdivision thereof) or other entity of any kind.
- 1.32 “**Physical Curtailment**” means Purchaser stopping or reducing electric power purchases from Seller.
- 1.33. “**Plant**” means Purchaser’s magnesium production and related facilities located within Tooele County in the State of Utah, which consist of Purchaser’s Rowley facilities, excluding facilities owned by Desert Power.
- 1.34 “**Point of Delivery**” means the 138-kV side of the 138 to 13.8-kV transformers at the Rowley Substation located in Tooele County, Utah.
- 1.35 “**Point of Metering**” means the 13.8-kV side of the Rowley Substation located in Tooele County, Utah.
- 1.36 “**Power Factor**” means the percentage determined by dividing Purchaser’s average kilowatt-hours by Purchaser’s average kilovolt-ampere hours in any given month.
- 1.37 “**Power Purchase Agreement**” means the agreement dated November 23, 2004, between Seller and Purchaser for the purchase of power by Seller from Purchaser's qualifying facility.
- 1.38 “**Prudent Utility Practices**” means, at a particular time, those practices, methods and equipment, as changed from time to time, that are commonly used in engineering and operations to operate electric equipment lawfully and safely and that are in accordance with the applicable standards promulgated by a regulatory or standard-setting body including, but not limited to, the National Electrical Safety Code and the National Electric Code in effect during the term of this Agreement.

1.39 “**Purchaser**” has the meaning given to it in the preamble of this Agreement.

1.40 “**Purchaser’s Curtailment Response**” means a response to a Seller’s Curtailment Notice provided by Purchaser to Seller in accordance with Section 5.2.

1.41 “**Replacement Power**” means the Measured Energy for any Curtailment Hour.

1.42 “**Replacement Power Charges**” means the charges for Replacement Power calculated in accordance with Section 5.3.

1.43 “**Self Curtailment**” means a request for self curtailment by Purchaser in accordance with section 4.1.1.

1.44 “**Seller**” has the meaning given to it in the preamble of this Agreement.

1.45 “**Seller’s Curtailment Notice**” means notice of curtailment provided to Purchaser by Seller in accordance with Section 4.2.

1.46 “**Summer**” means the months of June through September, inclusive.

1.47 “**Term**” has the meaning given to it in Section 2.3 of this Agreement.

1.48 “**Winter**” means the months of December and January.

1.49 “**Year**” means a calendar year commencing at hour 0100 MPT on January 1 and ending 2400 MPT on December 31 during the Term of this Agreement.

Article II. TERM AND TERMINATION

2.1 **Effective Date.** This Agreement shall become effective on January 1, 2005, after execution by both Parties and after approval by the Commission (“Effective Date”); provided, however, this Agreement shall not become effective until the Commission has determined that the prices for energy and capacity sold to Purchaser are just and reasonable, and in the public interest. For the purposes of inter-jurisdictional cost allocation, the costs and revenues from the energy and capacity sold to Purchaser by Seller will be assigned on a situs basis to the State of Utah and upon Commission approval of the Revised Protocol in accordance with such Revised Protocol. In the event that the Commission order approving this Agreement contains any condition that is materially adverse to either party, the party adversely impacted by the condition may terminate this Agreement by providing the other party notice within thirty (30) days of the entry of the Commission's order. In the event the Commission Order approving the Agreement either requires imputation of revenue to Company, or provides for possible future imputation of revenue to Company, Company may terminate the Agreement by providing Purchaser notice

within thirty (30) days of the entry of the Commission's Order. In the event the Commission Order does not provide for the direct assignment of the revenues and costs from the Agreement to the Utah jurisdiction in accordance with the Revised Protocol for rate making purposes, Company may terminate this Agreement by providing Customer notice within thirty (30) days of the entry of the Commission's Order. In either such event, the parties will negotiate in good faith to reach agreement on substitute rates, terms and conditions for service to Purchaser.

2.2. **Termination.** Except as otherwise provided herein, this Agreement shall terminate at 2400 MPT on December 31, 2009.

2.3 **Term.** The Term of the Agreement is five (5) years unless otherwise provided for in the Agreement.

Article III. RATES, BILLING, PAYMENTS AND ADJUSTMENTS

3.1 Seller shall sell and deliver and Purchaser shall purchase and receive Interruptible Power and Energy under the terms and at the rates specified herein.

3.2 **Monthly Billing.** The monthly billing hereunder shall be the sum of the monthly Delivered Power Charges, as determined pursuant to the provisions of Section 3.3 and the monthly Replacement Power Charges, as determined pursuant to the provisions of Section 5.3

3.3 **Delivered Power Charges.** Delivered Power Charges shall be calculated for each Billing Period as follows:

Energy Charge multiplied by Measured Energy for all Non-Curtailment Hours.

Energy Charge: \$ 25.14 per MWh

3.4 **Annual Adjustment.** In the event that the Commission changes any or all of the charges in Electric Service Schedule No. 9 during the Term of this Agreement in a general rate case filed after the Effective Date of this Agreement, the Energy Charge in this Agreement will change by one-half of the average percentage adjustment to the Schedule No. 9 customer class. Such change will take effect on January 1 of the following Year.

3.5 **Power Factor.** The rates contained in this Agreement are based on Purchaser maintaining at all times a Power Factor of not less than 90% lagging at the Rowley Plant site as

determined by the simultaneous measurement of the meters at the Point of Metering. If the average Power Factor during any Billing Period is found to be less than 90% lagging, the Measured Energy during such Billing Period will be increased by 3/4 of 1% for every 1%, or portion thereof, that the Power Factor is less than 90%.

3.6. **Billing Statements.** All billing statements shall show the amounts due for Delivered Power Charges, Replacement Power Charges, and any other charges authorized under this Agreement or under Electric Service Schedule 300. Each bill for the Billing Period shall be transmitted to Purchaser by facsimile.

3.7 **Payment.** Purchaser will pay to Seller by wire transfer on the first and fifteenth of each Month amounts which represent approximately fifty (50%) percent of the estimated Billing Period amount due for electric service, net of payments under other applicable agreements. During Summer and Winter Curtailment Months in 2005, the prepayment amounts will be \$400,672, which is fifty percent of the estimated monthly amount due based on an estimated monthly Demand of 85 MW and an estimated Hourly Market Price of \$47 per MWh. During all other Months, the prepayment amount will be \$363,292, which is fifty percent of the estimated monthly amount due based on an estimated monthly Demand of 85 MW and a price of \$25.14 per MW. The prepayment amount due on the fifteenth of each Month may be increased or decreased, as applicable, to reflect the estimated increase or decrease in the Demand and/or Hourly Market Price for that Month. Promptly after the end of each Billing Period, Seller will invoice Purchaser for the amount due under this Agreement for actual usage. Purchaser and Seller will true-up the bimonthly payments to the actual amounts due by either a wire transfer from Purchaser to Seller of the shortfall within three (3) Business Days after transmission to Purchaser by facsimile of the true-up billing if such amount due is greater than \$50,000, otherwise any remaining amount due or any overage shall be due or credited with the next bimonthly payment. On or before the annual anniversary date of the Agreement the amount of the pre-payments will be adjusted to reflect the projected monthly electrical usage for the next 12-month period.

3.8 **Payment Default and Disputes.** In the event of a Payment Default, after the date on which this Agreement is entered, as to an amount which is not or cannot in good faith be disputed Seller will provide written notice of the default by facsimile. If payment in the amount of the defaulted payment is not made within fifteen (15) Days after transmission to Purchaser by

facsimile of the default notice, Seller may, without further notice, terminate electric service to Purchaser and apply the Deposit to Purchaser's unpaid charges. In the event that a portion of the bill or adjustment arising hereunder is disputed, payment of the portion not in dispute shall be made when due. Purchaser and Seller shall seek to resolve any disputed amount within thirty (30) days after issuance of Purchaser's notice of dispute by reviewing all pertinent billing data defined in this Agreement. Should the parties be unable to resolve any such dispute, they shall present it to the Commission for resolution.

3.9 **Rights and Remedies.** In the event either Party defaults in any of its obligations under this Agreement or the applicable Electric Service Regulations, either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations, and under any applicable laws, rules and regulations.

3.10 **Set Off.** Seller may offset any amounts it owes Purchaser under the Power Purchase Agreement or any other agreement(s) between Seller and Purchaser with any amounts that are owed to it by Purchaser under this Agreement. If Seller and Purchaser disagree on the amount due under this Agreement, or the Power Purchase Agreement, the lower of the amounts due asserted by each Party shall be so netted. After resolution of the disagreement, the balance (if any) shall be netted with the next payment, if any, due to either Party, or shall be paid in full within three (3) Days by the owing Party to the other.

3.11 **Deposit.** Seller currently has a deposit ("Deposit") from Purchaser in the amount of \$665,000. On or after January 1, 2005, Seller may retain \$431,469.43 of the Deposit against the outstanding balance due under Purchaser's prior agreement with Seller. The remaining \$233,530.57 of the \$665,000 shall be retained by Seller as a partial Deposit, and beginning with the first monthly payment from Seller under the Power Purchase Agreement, Seller shall retain \$50,000 for each of January and February 2005 and the remaining required balance (\$77,469.43) for March 2005 from payments due under the Power Purchase Agreement to replenish the Deposit up to the amount of \$411,000. Thereafter, the Deposit amount shall remain at \$411,000 through December 31, 2005. Beginning January 1, 2006, the Deposit shall be adjusted to equal 15 days net electrical usage, calculated based on the projected average daily net electrical usage during the curtailment months of 2006. Thereafter, the Deposit will be adjusted annually, calculated in the same manner for the projected usage in the coming Year, to equal 15 days net electrical usage. On or after March 15, 2005, Purchaser may convert the Deposit from cash to a

letter of credit reflecting terms and conditions acceptable to Seller. Upon Seller's receipt of the letter of credit, the cash Deposit shall be credited by Seller to Purchaser's account.

Article IV. CURTAILMENT

4.1 **Curtailment.** Seller shall have the right at its sole and complete discretion to curtail Interruptible Power and Energy to the Plant for up to four (4) Curtailment Hours in each Curtailment Day during Summer and Winter in accordance with this Section 4.1.

4.1.1 Summer. During Summer, Seller shall have the right to curtail Interruptible Power and Energy to the Plant for up to four (4) consecutive Curtailment Hours on those Curtailment Days when the Forecasted Temperature is equal to or greater than the period of record average maximum temperature rounded down to the closest integer as reported by the National Weather Service for the Salt Lake City International Airport for that calendar month. During Summer, Purchaser may elect Self Curtailment for up to four (4) consecutive Curtailment Hours on those Curtailment Days when the Forecasted Temperature is less than the period of record average maximum temperature rounded down to the closest integer as reported by the National Weather Service for the Salt Lake City International Airport for that calendar month. For the Summer months, the following average maximum temperature shall apply.

Month	Average Maximum Temperature
June	82° F
July	90° F
August	88° F
September	77° F

If the National Weather Service changes or replaces the average maximum temperature used in this Agreement during the Term, the new average maximum temperature or its replacement shall apply.

4.1.2 Winter. During Winter, Seller shall have the right to curtail Interruptible

Power and Energy to the Plant for up to two blocks of 2 Curtailment Hours in any Curtailment Day.

4.1.3 Seller's or Purchaser's Curtailment Notice. Seller or Purchaser shall provide notice of curtailment to the other Party by email or facsimile by 12:00 p.m. MPT of the day before the Curtailment Day of any Curtailment Hour that Seller or Purchaser elects for curtailment. The Curtailment Notice shall specify the Curtailment Hour(s) for that Curtailment Day. Such email or fax notice shall utilize the form of curtailment notice attached hereto as Exhibit B.

4.2 **Physical Curtailment.** Seller shall have the right to require or cause Physical Curtailment of Interruptible Power and Energy to the Plant for up to two (2) hours on those Curtailment Days when the Forecasted Temperature is equal to or greater than 100°F. Hours of Physical Curtailment may or may not coincide with Curtailment Hours as identified in Section 4.1. Purchaser cannot purchase Replacement Power for hours of Physical Curtailment as required by this Section 4.2.

4.2.1 Seller's Curtailment Notice. Upon telephone notification by Seller for Physical Curtailment, Purchaser will physically interrupt by adjusting usage and Purchaser scheduled generation such that Measured Energy is zero within ten (10) minutes, after Seller gives Purchaser notice under this section, subject to the terms of this Agreement. Seller shall specify the hours of Physical Curtailment for that Curtailment Day.

4.2.2 Purchaser shall be responsible for reasonable costs to purchase and install equipment necessary to disconnect the Plant load via remote means for Physical Curtailment by March 1, 2005. Purchaser shall allow the Seller to test the operation of the equipment on an annual basis if there was no Physical Curtailment in the previous twelve months. In the event that necessary equipment is not in place due to the fault of Purchaser by June 1, 2005, the Energy Charge shall be reset to \$25.94 per MWh until such time as such fault is cured.

4.3 **System Reliability.** Seller may also temporarily require or cause Physical Curtailment of service to Purchaser's Plant when Seller reasonably determines, pursuant to Prudent Utility Practice, that an interruption or curtailment of Interruptible Power and Energy to Purchaser is necessary to maintain service to customers, not including Purchaser, receiving retail

service from Seller. Except under emergency conditions, Seller shall give Purchaser at least two hours advance notice of desired interruption and/or curtailment and at least one hour's notice when interruption and/or curtailment are to be discontinued. If an interruption or curtailment under this Section 4.3 occurs during Curtailment Hours, the hours of curtailment or interruption under this Section will reduce the Curtailment Hours otherwise available during the same Curtailment Day. Upon reasonable request and for good cause, Purchaser shall have the right upon reasonable notice to audit books and records necessary to confirm the basis for system reliability interruptions.

Article V. REPLACEMENT POWER

5.1 **Option to Accept Replacement Power.** If Seller or Purchaser provides Seller's or Purchaser's Curtailment Notice under Section 4.1, Purchaser may elect either to physically curtail or to purchase Replacement Power for all or any portion of the Curtailment Capacity during any or all of the Curtailment Hour(s) specified in Seller's or Purchaser's Curtailment Notice by giving notice in accordance with Section 5.2 or Section 5.4.

5.2 **Purchaser's Curtailment Response.** Purchaser shall notify Seller by facsimile of its decision to either to physically curtail or to purchase Replacement Power for all or any portion of the Curtailment Capacity within one (1) hour after Seller provides Seller's Curtailment Notice or with Purchaser's Curtailment Notice. *For example, if Seller provides Seller's Curtailment Notice to Purchaser by 1200 MPT, Purchaser must provide Purchaser's Curtailment Response to Seller by 1300 MPT.* Purchaser's Curtailment Response shall specify the portion of the Curtailment Capacity for each Curtailment Hour for which Purchaser elects to buy Replacement Power and the portion that is physically curtailed.

5.3 Replacement Power Charges for each Curtailment Hour shall be calculated as follows:

*Hourly Market Price multiplied by Replacement Power multiplied by Line Loss
Adjustment*

Monthly Replacement Power Charges shall equal the sum of hourly Replacement Power Charges for that Curtailment Month.

5.4 Failure to Provide Purchaser's Curtailment Response for Curtailment.

5.4.1 If Purchaser fails to provide Purchaser's Curtailment Response as specified in Section 5.2, Purchaser will be deemed to have elected to purchase Replacement Power for its entire Curtailment Capacity for all Curtailment Hours specified in Seller's or Purchaser's Curtailment Notice.

5.4.2 In the event that the Seller's system coincident peak in a Summer Curtailment Month occurs during a Curtailment Hour of a Curtailment Day when the Forecasted Temperature was below the period of record average maximum temperature rounded down to the closest integer as reported by the National Weather Service for the Salt Lake City International Airport for that calendar month and Purchaser chose not to request Self Curtailment, then Section 4.1.1 shall not apply and Purchaser will be subject to curtailment pursuant to section 4.1 during all Curtailment Hours on every Curtailment Day for the twelve (12) month period following notice by Seller.

5.5 Failure to Interrupt for Physical Curtailment. The Company shall have the right, without further notice to Purchaser to interrupt the Plant load immediately via remote means if Purchaser fails to interrupt its Plant load as directed by Seller within ten (10) minutes after Seller gives Purchaser notice of Physical Curtailment under Section 4.2 of this Agreement.

5.6 Interruption for System Reliability. At all times, all of Purchaser's Plant load shall remain subject to system reliability interruption in accordance with Section 4.3, and Purchaser shall not be obligated to pay for, nor entitled to receive, Replacement Power during a period of system reliability interruption.

Article VI. OPERATIONS AND MAINTENANCE

6.1 Cooperation in Operation

6.1.1 No later than ten Days prior to the beginning of each calendar quarter, Purchaser shall provide Seller with a written estimate of its anticipated demand and energy usage during each calendar quarter of the following 12-month period. Such estimates shall not be binding on either party.

6.1.2 Purchaser shall make reasonable commercial efforts to notify the Seller in advance regarding changes in conditions that are reasonably expected to affect Purchaser's load that may aid Seller in load dispatching and in planning Seller's power

system operation, such as the probable schedule and duration of substantial daily load changes. Following an unexpected outage, Purchaser shall notify Seller's dispatcher as quickly as possible of the expected duration of such outage. Such estimates or advance information shall not be binding on either party.

Article VII. METERING

7.1 Purchaser shall be metered with existing profile metering equipment. Such metering equipment has been installed such that both power and energy provided by Seller can be measured during time intervals of not more than fifteen (15) minutes. Purchaser has provided at the identified metering point(s) at the Rowley plant site, telephone lines so that the meters can report their measurements to Seller, or so that the meter(s) can be interrogated by Seller. Purchaser has provided dedicated telephone line(s) where necessary including any direct line as required. Purchaser shall pay all charges related to the operation and maintenance of such telephone lines.

7.2 Seller has provided and installed suitable metering equipment, including panels, to obtain measurements needed for its operating purposes and in connection with settlements hereunder. The metering equipment is installed in Purchaser's substations made available by Purchaser without charge. The metering equipment including panels, the location of the substations, and the installation have been approved by Purchaser and any changes contemplated to said metering equipment shall require Purchaser's prior approval, which will not be unreasonably withheld.

7.3 Seller shall provide, maintain, and test meters and metering equipment required for purposes of settlement hereunder except any potential transformer and current transformers owned by Purchaser. Seller shall maintain and periodically test such meters and metering equipment in accordance with generally accepted practices and in accordance with its Electric Service Regulations. Upon reasonable request by Seller, Purchaser will allow Seller's designated agents access to such metering equipment at all reasonable times and shall permit Seller to install and operate from time to time any testing equipment needed in conjunction with operations or settlements hereunder. In exercise of the rights granted by this Section, Seller shall not interfere with the operation of Purchaser and shall schedule any activity to minimize any interference with Purchaser operations.

7.4 If, at any test of any meter or metering equipment, an inaccuracy is disclosed exceeding two percent, the account for service therefore supplied shall be adjusted to correct the inaccuracy from the last periodic test to the date of such test or for the period during which such inaccuracy may be determined to have existed, whichever period is shorter. Under no circumstance shall adjustments be made for inaccuracies occurring during time periods more than six months prior to the date of such test. Should any meter at any time fail to register, or should registration be so erratic as to be meaningless, the quantities shall be determined from check meters, if installed, or otherwise from the best data available.

Article VIII. ASSIGNMENT

8.1 **Permitted Assignment by Seller.** Purchaser may assign its rights and obligations under this Agreement to any Person who purchases the Plant and assumes in writing the Purchaser's obligations under this Agreement.

8.2 **Restriction on Assignment.** Other than as specified in Section 8.1, neither Party may assign this Agreement without the other Party's prior written consent, which the other Party shall not unreasonably withhold, condition or delay. A Party may reasonably withhold its consent to such an assignment if the assigning Party proposes to assign its rights or delegate its duties under this Agreement in part, or to any party that is in bankruptcy or otherwise has an inability to perform this Agreement in accordance with its terms. If a Party wishes to assign or delegate its rights or obligations under this Agreement, it shall provide the other Party with reasonably detailed information concerning the proposed assignee so as to enable the other Party to make the determination contemplated by the preceding sentence. Any assignment in violation of this Section 8.2 shall be void. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as part of a financing transaction or as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

8.3 **Assumption of Liabilities.** Any permitted assignee or transferee of a Party's interest in this Agreement must assume in writing all existing and future obligations of the assigning Party to be performed under this Agreement, in which case the assignor is released from such obligations.

Article IX. RESALE OF POWER

Electric power purchased by Purchaser hereunder shall not be re-sold but shall be used solely by Purchaser.

Article X. REMEDIES; WAIVER

Either party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any other applicable laws, rules and regulations affecting this single customer class. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, the Electric Service Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement, or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement, the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

Article XI. GOVERNING LAW; JURISDICTION; VENUE

11.1 All provisions of this Agreement and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, the Electric Service Regulations or the transactions contemplated hereby or thereby, may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts there from) in any such suit, action or proceeding.

11.2 If either Party is served with any subpoena or any other judicial or administrative process calling for the production of the terms, conditions, or rates of this Agreement, that Party shall immediately notify the other Party in order that the other Party may take such action as it

deems necessary to protect its interest.

Article XII. JURISDICTION OF REGULATORY AUTHORITIES;

12.1 This Agreement is subject to the approval of the Commission.

12.2 The applicable Electric Service Regulations of Seller, together with all changes and amendments thereto as approved by the Commission, are incorporated herein and made a part of the agreement. Once the Commission approves the Agreement, the provisions of the Agreement shall take precedence over any conflicting provisions of Seller's Electric Service Regulations.

Article XIII. REPRESENTATIVES AND NOTICES

Except to the extent the Agreement specifies another method of delivery or notice, a notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been validly served, given or delivered (i) five (5) Business Days following deposit in the United States mail, with proper first class postage prepaid, (ii) the next Business Day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) upon receipt of notice given by facsimile or personal delivery, so long as a copy is also sent contemporaneously by first class United States mail, postage prepaid:

If to Purchaser:

Lee R. Brown
Vice President
US Magnesium LLC.
238 North 2200 West
Salt Lake City, Utah 84116
Fax: 801-534-1407

To Seller:

All Notices:

Street: 825 NE Multnomah Street
City: Portland, OR 97232
Attn: Contract Administration, Suite 600
Phone: (503) 813 - 5952
Facsimile: (503) 813 - 6291
Duns: 00-790-9013
Federal Tax ID Number: 93-0246090

Credit and Collections:

Attn: Credit Manager, Suite 1800
Phone: (503) 813 - 5684
Facsimile: (503) 813 – 5609

**With additional Notices of an Event of Default or
Potential Event of Default to:**

Attn: Andrew P. Haller, Esq. and Dean S. Brockbank, Esq.
Phone: (503) 813-6266 and (801) 220-4568
Facsimile: (503) 813-7262 and (801) 220-3299

Article XIV. GENERAL PROVISIONS

14.1 **Severability.** The invalidity, in whole or in part, of any of the articles, sections or paragraphs of this Agreement shall not affect the validity of the remainder of such articles, sections or paragraphs; *provided, however*, that the Parties shall promptly negotiate in good faith to amend this Agreement to preserve the benefits and burdens contemplated by this Agreement.

14.2 **Amendment.** No modification, amendment, or other change to this Agreement will be effective unless consented to in writing by each of the Parties.

14.3 **Effect of Force Majeure.** Except for the obligation to make any payments that are due and payable, Purchaser or Seller, as the case may be, shall be excused from performance under this Agreement to the extent, but only to the extent, that performance under this

Agreement is prevented by an act or event of Force Majeure. Purchaser or Seller, as the case may be, shall use its commercially reasonable efforts to overcome or mitigate the effects of such an act or event of Force Majeure; *provided, however*, that nothing in this Agreement shall be deemed to obligate the Party affected by an act or event of Force Majeure to forestall or settle any strike, lock-out or other labor dispute against its will.

14.4 **Interest on Amounts Due.** Any amounts owing after the due date thereof shall bear interest at the Rate specified in the Electric Service Regulations (currently one percent (1%)).

14.5 **No Third Party Beneficiaries.** Except for Persons to whom this Agreement is assigned in compliance with Article VIII, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any Person that is not a Party.

14.6 **Time.** Unless otherwise specified in this Agreement, all references to specific times under this Agreement shall be references to Mountain standard or Mountain daylight savings time, whichever is then prevailing.

14.7 **Headings.** The various headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions.

14.8 **Interpretation.** Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body politic or corporate and vice versa, as the context requires. Whenever the words include(s) or including are used in this Agreement, they should be interpreted to mean include(s) or including, but not limited to. Because both Parties have participated in the drafting of this Agreement, the usual rule of contract construction that resolves ambiguities against the drafter shall not apply. This Agreement shall be governed by the internal laws of the State of Utah.

14.9 **Compliance with Law.** The parties shall in the performance of this Agreement comply with all laws, executive orders, regulations, ordinances, rules, proclamations, demands and requisitions of national governments or of any state, local or other governmental authority which may now or hereafter govern performance hereunder including all applicable laws, executive orders, regulations, ordinances, rules and proclamations regarding Equal Employment Opportunity.

14.10 **Operating Reserve Termination.** Purchaser and Seller have entered into a

separate agreement (the “Operating Reserve Agreement”) pursuant to which Seller will compensate Purchaser for providing operating reserves. Purchaser would not have entered into this agreement without entering into the Operating Reserve Agreement. Therefore, in the event that either Party terminates the Operating Reserve Agreement, this Agreement will terminate upon Purchaser’s notice. In such an event, the Parties will negotiate in good faith to reach an agreement on substitute rates, terms and conditions for service to Purchaser.

14.11 **Entire Agreement.** This Agreement (including all attached Exhibits) contains the complete agreement between Seller and Purchaser with respect to the matters contained in this Agreement and supersedes all other agreements and Electric Service Regulations, whether written or oral, with respect to the matters contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly authorized as of the date first above written.

PACIFICORP

US MAGNESIUM LLC.

By:_____

By:_____

Name: Stan K. Watters

Name: Lee R. Brown

Title: SVP, Commercial & Trading

Title: Vice President

Address: 825 NE Multnomah

Address: 238 North 2200 West

Portland, OR 97232

Salt Lake City, Utah 84116

Exhibit A
Hourly Scalars

3.18.04	Table 1. Monday - Friday Scalars												
Hour	Month	1	2	3	4	5	6	7	8	9	10	11	12
0100		96.52%	97.07%	97.12%	101.07%	94.74%	96.39%	104.80%	104.82%	98.70%	101.64%	96.07%	99.03%
0200		89.87%	92.74%	93.00%	91.28%	86.66%	88.12%	90.50%	91.54%	87.79%	90.86%	89.99%	93.35%
0300		88.89%	91.31%	89.84%	84.54%	84.49%	81.73%	81.78%	81.37%	82.85%	83.90%	83.50%	89.40%
0400		88.25%	91.28%	87.94%	83.57%	82.15%	75.25%	78.54%	76.47%	81.33%	81.80%	83.36%	89.00%
0500		90.73%	92.07%	89.84%	84.94%	81.08%	74.39%	78.07%	76.65%	81.15%	83.22%	87.76%	91.90%
0600		102.10%	101.64%	100.34%	91.67%	86.17%	76.40%	79.03%	77.72%	82.22%	89.00%	103.89%	100.81%
0700		90.36%	96.05%	87.13%	78.73%	57.26%	34.34%	42.97%	43.87%	52.36%	68.69%	83.25%	92.38%
0800		100.84%	103.43%	98.54%	87.17%	64.50%	40.71%	47.80%	47.33%	59.78%	81.51%	93.13%	101.01%
0900		104.76%	106.89%	99.41%	95.76%	72.76%	48.02%	55.82%	58.51%	70.13%	90.38%	97.05%	102.70%
1000		103.45%	101.67%	98.35%	97.18%	78.74%	55.12%	65.76%	67.48%	80.19%	94.65%	99.07%	102.31%
1100		101.12%	97.45%	97.67%	97.51%	83.55%	63.63%	76.52%	78.51%	86.81%	98.27%	98.96%	99.26%
1200		98.25%	96.06%	97.01%	100.78%	88.60%	77.81%	87.38%	90.16%	94.60%	99.91%	97.94%	95.86%
1300		96.53%	95.76%	96.91%	102.75%	108.69%	100.28%	104.17%	103.06%	106.57%	101.32%	97.51%	92.47%
1400		94.39%	93.72%	98.15%	103.76%	117.72%	111.69%	114.58%	122.01%	116.22%	103.86%	97.68%	90.89%
1500		93.22%	93.31%	98.68%	105.12%	122.56%	113.63%	133.58%	130.85%	124.76%	109.74%	97.04%	89.86%
1600		92.83%	94.64%	98.17%	104.57%	128.28%	140.95%	144.62%	138.51%	126.00%	108.08%	98.60%	89.94%
1700		95.49%	95.95%	100.32%	104.06%	126.52%	152.31%	144.19%	141.01%	125.29%	105.96%	103.20%	95.65%
1800		102.78%	104.53%	102.68%	105.53%	121.96%	157.23%	140.91%	137.61%	123.45%	106.58%	110.16%	106.75%
1900		109.40%	107.59%	109.89%	103.28%	119.11%	152.08%	135.16%	128.30%	120.10%	109.36%	111.82%	113.39%
2000		110.93%	109.66%	110.76%	105.70%	105.60%	141.79%	118.78%	114.41%	112.13%	109.70%	109.22%	115.13%
2100		106.17%	103.74%	106.92%	105.96%	105.90%	124.58%	99.25%	102.40%	104.98%	108.68%	107.86%	109.62%
2200		99.49%	99.55%	99.41%	102.15%	98.26%	85.82%	88.50%	95.96%	96.62%	103.31%	97.52%	102.76%
2300		127.53%	120.31%	126.22%	140.71%	157.11%	171.71%	151.60%	155.38%	150.76%	142.09%	136.31%	123.85%
2400		116.11%	113.57%	115.70%	122.22%	127.60%	136.01%	135.69%	136.05%	135.21%	127.50%	119.13%	112.67%

Table 2. Saturday Scalars												
	Month											
Hour	1	2	3	4	5	6	7	8	9	10	11	12
0100	102.16%	100.88%	102.40%	102.15%	101.06%	99.15%	102.44%	100.66%	105.09%	100.62%	99.67%	104.65%
0200	96.24%	97.30%	98.24%	92.44%	95.46%	91.71%	96.62%	93.20%	94.87%	95.07%	95.13%	99.58%
0300	94.82%	98.00%	95.49%	91.14%	88.20%	87.35%	91.51%	82.15%	98.39%	89.75%	92.29%	95.77%
0400	94.41%	93.93%	93.92%	89.63%	89.15%	88.12%	86.47%	79.20%	86.00%	89.29%	94.15%	93.07%
0500	94.10%	94.68%	94.41%	89.85%	86.80%	81.03%	79.30%	78.53%	87.21%	90.17%	93.67%	93.81%
0600	100.39%	100.82%	97.64%	92.22%	87.24%	80.15%	75.49%	80.02%	86.48%	92.01%	101.29%	95.10%
0700	92.50%	92.70%	88.50%	78.34%	68.54%	58.16%	58.86%	46.42%	81.38%	72.63%	86.73%	84.39%
0800	99.03%	100.02%	94.52%	84.36%	73.02%	64.62%	57.85%	49.20%	66.93%	76.34%	92.72%	90.81%
0900	102.64%	100.06%	97.18%	93.14%	82.83%	71.28%	63.12%	55.15%	73.20%	80.89%	94.32%	102.12%
1000	102.15%	96.97%	99.45%	98.27%	88.68%	78.69%	69.59%	63.43%	81.93%	85.26%	98.48%	101.06%
1100	100.51%	98.28%	99.48%	99.35%	93.90%	88.78%	80.82%	77.50%	89.58%	92.71%	100.63%	99.30%
1200	99.54%	97.16%	100.07%	104.16%	101.51%	97.72%	95.09%	88.95%	97.14%	100.89%	100.60%	98.27%
1300	97.97%	94.86%	99.34%	100.69%	106.28%	105.19%	105.27%	98.57%	103.71%	105.90%	99.85%	97.37%
1400	95.98%	92.67%	97.75%	100.01%	108.69%	111.91%	112.46%	107.33%	110.84%	106.10%	99.57%	93.91%
1500	93.03%	92.26%	95.99%	100.01%	109.56%	116.29%	121.28%	135.81%	114.57%	107.64%	97.08%	92.93%
1600	92.32%	93.11%	95.15%	100.77%	110.85%	117.41%	123.56%	137.18%	114.30%	107.84%	96.33%	93.23%
1700	89.89%	94.17%	96.56%	103.41%	109.85%	116.87%	125.93%	137.78%	115.01%	106.38%	101.81%	96.54%
1800	102.28%	105.46%	104.30%	103.63%	110.09%	119.90%	124.64%	138.18%	115.29%	109.98%	106.06%	109.36%
1900	110.66%	112.42%	109.99%	106.23%	111.51%	116.99%	121.30%	123.84%	113.40%	114.32%	108.88%	112.02%
2000	111.58%	112.91%	110.46%	107.56%	110.14%	115.74%	118.20%	117.63%	110.73%	115.72%	110.59%	116.51%
2100	107.48%	110.98%	108.86%	112.44%	109.86%	111.07%	113.81%	116.25%	106.70%	110.76%	107.23%	109.15%
2200	102.45%	105.97%	102.39%	107.63%	104.69%	109.37%	108.23%	106.77%	105.30%	106.64%	99.13%	103.04%
2300	111.81%	110.71%	112.61%	127.79%	134.66%	147.75%	137.73%	151.29%	124.03%	125.86%	120.43%	113.35%
2400	106.08%	103.69%	105.29%	114.78%	117.43%	124.74%	130.44%	134.95%	117.93%	117.23%	103.37%	104.67%

Table 3. Sunday and NERC Holiday Scalars												
	Month											
Hour	1	2	3	4	5	6	7	8	9	10	11	12
0100	85.09%	88.19%	84.47%	86.56%	71.94%	67.82%	87.65%	74.91%	71.89%	87.05%	86.48%	85.92%
0200	78.66%	86.41%	80.66%	78.89%	66.14%	62.41%	78.93%	66.35%	64.72%	79.50%	79.92%	79.61%
0300	75.72%	84.85%	77.25%	73.84%	63.89%	58.43%	68.52%	62.46%	61.57%	76.22%	76.28%	78.27%
0400	77.46%	83.96%	75.02%	69.61%	58.50%	55.35%	62.54%	60.58%	60.33%	74.89%	74.79%	77.15%
0500	77.28%	85.15%	74.57%	68.78%	56.36%	54.60%	54.11%	54.30%	58.10%	73.41%	74.91%	77.02%
0600	78.49%	87.75%	77.53%	71.37%	56.34%	55.57%	51.37%	56.38%	57.54%	71.59%	74.91%	78.18%
0700	87.27%	94.20%	80.79%	81.99%	67.42%	56.46%	52.52%	56.46%	59.52%	76.11%	85.89%	83.37%
0800	93.71%	98.75%	86.53%	85.89%	71.86%	62.57%	53.17%	56.37%	60.54%	73.59%	91.70%	91.10%
0900	100.62%	101.12%	92.63%	94.46%	76.94%	67.22%	58.87%	60.03%	71.78%	82.34%	97.42%	101.01%
1000	108.35%	100.69%	97.70%	98.70%	85.74%	79.21%	70.89%	69.73%	80.01%	89.41%	103.90%	102.28%
1100	107.82%	100.65%	100.33%	103.11%	89.60%	89.77%	91.10%	82.03%	92.40%	92.55%	106.02%	101.76%
1200	106.70%	99.91%	101.32%	104.90%	95.31%	101.64%	102.36%	93.48%	102.79%	99.85%	108.16%	100.63%
1300	105.63%	100.74%	100.52%	107.83%	101.56%	121.12%	117.27%	107.66%	112.37%	107.18%	106.83%	99.45%
1400	98.64%	97.77%	102.88%	108.32%	110.94%	126.30%	125.33%	123.73%	130.69%	110.76%	105.66%	99.02%
1500	98.23%	98.06%	103.54%	108.85%	137.02%	127.61%	131.85%	150.25%	138.22%	116.00%	105.89%	97.01%
1600	99.20%	99.61%	103.80%	109.31%	174.92%	132.75%	139.68%	152.68%	141.63%	115.74%	105.24%	96.85%
1700	108.58%	99.32%	103.11%	112.68%	196.08%	138.12%	140.93%	148.43%	143.05%	116.73%	107.73%	107.46%
1800	116.81%	109.11%	116.98%	118.78%	128.15%	141.06%	144.95%	146.21%	145.81%	121.43%	119.57%	121.05%
1900	120.58%	116.90%	153.63%	124.12%	162.81%	147.37%	142.96%	153.85%	145.60%	137.32%	126.96%	129.48%
2000	128.07%	120.68%	128.28%	129.60%	116.03%	146.99%	140.61%	145.82%	142.68%	129.85%	126.36%	130.55%
2100	120.90%	120.37%	126.18%	130.23%	115.45%	144.40%	137.59%	139.59%	132.73%	132.38%	125.05%	128.55%
2200	119.27%	116.29%	118.80%	124.13%	111.55%	138.56%	127.06%	136.18%	127.53%	123.79%	114.22%	120.31%
2300	105.70%	108.44%	111.10%	111.01%	99.48%	119.42%	115.12%	108.01%	104.45%	111.25%	104.56%	112.73%
2400	101.21%	101.10%	102.38%	97.03%	85.96%	105.24%	104.62%	94.52%	94.05%	101.06%	91.56%	101.26%

Exhibit B
Curtailment Notice and Contact Information

US Magnesium LLC. Curtailment Notice

Pursuant to the terms of the Electric Supply Agreement (“Agreement”), PacifiCorp hereby issues notice for US Mag, during the curtailment hour(s) specified below, to: (1) physically curtail all load, or (2) be subject to the financial buy through provisions of the Agreement for the portion of the load that is not curtailed. **This Curtailment Notice applies to the calendar months of January, June through September, and December for all Nominated Curtailment Hours in all Curtailment Day¹(s) in that calendar month.**

Calendar Year: _____

Curtailment Notice			US Mag’s Response	
Hour (Mt. daylight time)	Hour Ending (Pacific prevailing time)	Curtailment Hour ² (indicate “YES”)	US Mag’s Estimate of Replacement Power to be Purchased (MW per hour)	US Mag’s Estimate of Physical Curtailment (MW per hour)
0600	0600			
0700	0700			
0800	0800			
0900	0900			
1000	1000			
1100	1100			
1200	1200			
1300	1300			
1400	1400			
1500	1500			
1600	1600			
1700	1700			
1800	1800			
1900	1900			
2000	2000			
Notices:	Email	Fax	Notice Instruction	
TO US Mag	roger.swenson@prodigy.net	801-534-1407	Day-ahead of Curtailment Day by 1200 MPT	
TO PAC	wsc@pacificorp.com	503-813-6265	Day-ahead of Curtailment Day by 1200 MPT	

- Notes:**
1. Available Curtailment Days are Monday, Tuesday, Wednesday, Thursday, and Friday.
 2. PacifiCorp may elect no more than 4 curtailment hours in any Curtailment Day except on those Curtailment Days day-ahead forecast to be equal to or greater than 100F when PacifiCorp may elect no more than 6 curtailment hours (4 curtailment hours with buy-through and 2 hours with no buy-through) on those Curtailment Days.
 3. This Notice is subject to, and does not alter, any provisions in the Agreement.