EXPLANATION OF CERTAIN CONTRACT ISSUES RELATED TO THE MASTER ELECTRIC SERVICE AGREEMENT BETWEEN ROCKY MOUNTAIN POWER AND KENNECOTT UTAH COPPER LLC DATED OCTOBER 18, 2010

Background

On October 18, 2010 the Company filed a petition for approval of a one year Electric Service Agreement ("Agreement") between Rocky Mountain Power and Kennecott Utah Copper LLC ("Kennecott").

Purpose of this Explanatory Memorandum

The Company desires to address in detail the rate adjustment mechanism described in Sections 4.1, 4.8 and 4.10 of the Agreement. The rate adjustment mechanism determines how the rates contained in the Agreement change over the one year term of the Agreement.

Analysis: Kennecott's Unique Load Characteristics

Kennecott owns and operates a 162 MW power plant and two co-generation facilities with nameplates of 31.8 MW and 7.54 MW. Kennecott is also a large consumer of electric power and energy. Kennecott has historically utilized its large generating capabilities to reduce its reliance on Rocky Mountain Power for supply of electric power and energy during the months of March through October. Furthermore, Kennecott's usage pattern is such that it has a flatter load profile than the Utah Schedule No. 9 tariff class load profile, meaning Kennecott uses less on peak as a percentage of the total usage

than the tariff class and more off peak as a percentage of the total usage than the tariff class.

Attachment 1 illustrates the difference for the test period July 2009 through June 2010. In all months in this period, Kennecott's ratio of on peak usage to total usage is lower than the tariff class ratio of on peak usage to total usage, and Kennecott's ratio of off peak usage to total usage is higher than the tariff class ratio of off peak usage to total usage. In addition to the on peak and off peak ratio differences, Attachment 1 illustrates how Kennecott's usage (the amount of electric power and energy it takes from Rocky Mountain Power) is greatly reduced March through October. Kennecott's average monthly usage for the March through October period is 21.4% of the average monthly usage for the November through February period.

In summary, Kennecott uses less energy during the summer months than the winter months, and Kennecott has a flatter load profile than the typical Utah Schedule No. 9 customer.

Analysis: Why A One-Year Rate Adjustment Mechanism is Required

The Company believes Kennecott, like all customers, should be required to pay its fair share of costs incurred by the Company in order to provide service of electric power and energy on its behalf. The initial rates in the Agreement are set to the now current Utah Schedule No. 31 rates (with the exception of the Schedule 193 surcharge, which is addressed in Section 4.6 of the Agreement). Schedule 31 is the Back-Up, Maintenance, and Supplementary Power tariff under which customers with generation behind the meter that is used to offset their own retail load can purchase back-up service in the event their generation is not operating. Under Schedule 31, a customer can elect to have no back up

service in place if it does not intend to run its generation, and the rates for service become identical to the Schedule 9 rates.

While the Schedule 31 and Schedule 9 rates include rate designs that incorporate the different cost characteristics of on peak and off peak usage as well as summer and winter usage, Kennecott desires that this one-year Agreement include assurance that rate changes allocated to Kennecott in 2011 adequately take into account Kennecott's unique load characteristics. In particular, Kennecott desires that energy related charges be allocated in a manner that reflects Kennecott's unique seasonal usage pattern and its flatter-than-tariff-class load profile.

The proposed rate adjustment mechanism in the Agreement is intended to be a short term arrangement, put in place in this one year contract primarily to address the current uncertainty around the Company's ECAM design. The mechanism is not intended to be a long term solution. However, for this one year contract, the parties agreed some adjustment mechanism is reasonable on a short term basis while current Utah regulatory proceedings are resolved.

Analysis: How the Rate Adjustment Mechanism Works

The rate adjustment mechanism in the Agreement is contained in Sections 4.1, 4.8 and 4.10. At a high level, the rates in the Agreement change coincident with any changes to Schedules 9 and 31. There is no lag in the implementation of the changes. The changes to Schedules 9 and 31 are applicable to Kennecott but are subject to the ratios contained in the table in Section 4.10 of the Agreement. The changes for all kW (demand) related billing components are equal to the changes for the applicable kW related billing components for Schedules 9 and 31 because the ratios for "kW" in the table in Section

4.10 are 100%. The changes for all kWh (energy) related billing components are based on the changes for the applicable kWh related billing components for Schedules 9 and 31 but are subject to the ratios found in the "kWh" section of the table in Section 4.10. Below is the table in Section 4.10 of the Agreement:

	KWh		KW
	On-Peak Ratio	Off-Peak Ratio	KW Ratio
January 2011	92.10%	106.86%	100.00%
February	94.68%	104.74%	100.00%
March	84.00%	114.85%	100.00%
April	86.98%	113.20%	100.00%
May	44.04%	139.47%	100.00%
June	51.15%	115.38%	100.00%
July	76.64%	107.45%	100.00%
August	85.56%	104.47%	100.00%
September	78.95%	106.60%	100.00%
October	131.05%	84.66%	100.00%
November	90.11%	109.26%	100.00%
December 2011	97.19%	102.53%	100.00%

The "kWh" ratios in Section 4.10 were developed using the test period data July 2009 through June 2010. The On-Peak Ratio represents Kennecott's on peak usage as a percentage of its total usage in relation to Schedule 9's on-peak usage as a percentage of Schedule 9's total usage. The Off-Peak Ratio represents Kennecott's off-peak usage as a percentage of its total usage in relation to Schedule 9's off-peak usage as a percentage of Schedule 9's total usage. These calculations are found in previously discussed Attachment 1. For any kWh related billing component change to Schedules 9 and 31, the rate change for Kennecott under the Agreement will be the applicable change to Schedules 9 and 31 multiplied by the applicable ratio in the table in Section 4.10. For example, if the January on peak energy (kWh) charge for Schedule 9 increased by $.005 per kWh, Kennecott's rate would increase by $.004605 per kWh ($.005 per kWh x

92.10%). As a second example, if the January off peak energy (kWh) charge for Schedule 9 increased by $.005 per kWh, Kennecott's rate would increase by $.005343 per kWh ($.005 per kWh x 106.86%).

For demand (kW) related billing components, the ratio is 100%, so the changes to charges in Schedules 9 and 31 would be applicable at 100%.

The ratios apply only to the incremental change in rates and not to the base rates. The changes are effective at the same time as the effective dates for Schedules 9 and 31.

Analysis: How the Rate Adjustment Mechanism Impacts Kennecott's Rates

The Company prepared an example of how the rate adjustment mechanism in the Agreement impacts Kennecott's rates. The Company used the example ECAM calculation explained by Company witness William R. Griffith in his rebuttal testimony in Docket No. 09-035-15 as an example of a rate change. Mr. Griffith's rebuttal testimony and the corresponding exhibits are included as Attachment 2. Mr. Griffith's ECAM testimony includes an example that calculates example rate increases for Schedule 9 customers as a result of an ECAM. The Company prepared an analysis that shows how those example Schedule 9 rate increases apply to Kennecott's rates in the Agreement. The analysis also compares the rate increases that would apply to Kennecott in the Agreement to the rate increases that would apply to Kennecott if it were a regular Schedule 9 tariff customer. This analysis is included as Attachment 3. The analysis shows that, using the ECAM example in Mr. Griffith's testimony, the difference between the rate change for Kennecott under the Agreement and the Schedule 9 rate change is .7%, meaning Kennecott's rate change would be .7% higher under the Agreement than under Schedule 9. While this difference is very small based on the test period data and

assumptions, it could change based on the customer's actual usage characteristics or Commission-ordered rate changes.

Conclusion

Kennecott desires that its Agreement include assurance that future rate changes allocated to Kennecott adequately take into account Kennecott's unique load characteristics. Due to uncertainty regarding several rate design issues in 2011, the parties have agreed to a temporary rate adjustment mechanism in the Agreement. As demonstrated in the example described in this memo, the mechanism provides a reasonable method under which Kennecott's rates adjust under the Agreement.

	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10
Kennecott Load Data												
kWh On Peak	6,212,054	7,128,417	5,774,874	13,206,812	60,316,554	52,868,355	56,076,018	54,478,507	11,097,627	11,784,679	4,218,275	1,098,359
kWh Off Peak	27,312,156	28,135,623	24,857,416	17,271,648	78,096,426	61,923,935	74,897,472	67,609,823	16,344,003	15,132,091	18,939,725	7,868,801
Total	33,524,210	35,264,040	30,632,290	30,478,460	138,412,980	114,792,290	130,973,490	122,088,330	27,441,630	26,916,770	23,158,000	8,967,160
On-Peak Ratio	19%	20%	19%	43%	44%	46%	43%	45%	40%	44%	18%	12%
Off-Peak Ratio	81%	80%	81%	57%	56%	54%	57%	55%	60%	56%	82%	88%
Schedule 9 Load Data												
kWh On Peak	88,349,088	89,032,465	88,848,058	117,658,111	171,196,274	171,372,475	157,266,827	156,069,102	160,488,330	171,423,052	136,135,119	84,513,971
kWh Off Peak	277,052,829	287,822,027	283,222,055	238,167,794	182,819,662	190,271,198	181,035,392	175,078,102	172,865,605	169,123,842	193,021,959	268,420,933
Total	365,401,917	376,854,492	372,070,113	355,825,905	354,015,936	361,643,673	338,302,219	331,147,204	333,353,935	340,546,894	329,157,078	352,934,904
On-Peak Ratio	24%	24%	24%	33%	48%	47%	46%	47%	48%	50%	41%	24%
Off-Peak Ratio	76%	76%	76%	67%	52%	53%	54%	53%	52%	50%	59%	76%

Q. Please state your name.

A. My name is William R. Griffith.

Q. Are you the same William R. Griffith who has testified previously in this case?

A. Yes I am. I submitted Direct Testimony in Phase I of this case on March 16, 2009.

Q. What is the purpose of your surrebuttal testimony?

A. The purpose of my surrebuttal testimony in this proceeding is to address the rebuttal testimony of the Utah Industrial Energy Consumers' (UIEC) witness Mr. Maurice Brubaker filed September 15, 2010 in Phase II-2.

ECAM Mechanism

Q. In Mr. Brubaker's rebuttal testimony, he states "RMP's tariff sheet which it proposes for the ECAM mechanism is completely devoid of any information necessary to understand how it would be implemented and applied." (MEB_RT, Page 2, Lines 25 to 27.) Please respond.

A. Mr. Brubaker's statement is not correct. Proposed Schedule 94 contains the information necessary to implement the energy cost adjustment mechanism (ECAM) on customer bills. As with all tariff rate schedules, the Company's proposed tariff sheet Schedule 94 is designed to bill customers the rates approved by the Public Service Commission of Utah. Schedule 94 contains the proposed ECAM rates applicable to customers by rate schedule, and for Schedule 6A, Schedule 8, Schedule 9, and Schedule 9A, for summer (May through September) and winter (October through April) months and for on- and off-peak periods.

Q. Mr. Brubaker indicates that the ECAM mechanism is not seasonal and that it is "blind to deviations in costs on a seasonal basis and that it completely ignores varying responsibility of customer classes for consumption in individual months." (MEB_RT, Page 3, Lines 2 to 4.) Do you agree with Mr. Brubaker?

A. No. I do not agree with Mr. Brubaker. First, as indicated in the Company's proposal in my direct testimony, the cents per kWh amounts for Schedules 6A, 8, 9, and 9A would be "shaped to mirror the structure of the time of day base energy charges for these schedules" and there would be separate rates for the May through September and the October through April periods. Clearly, the ECAM rates would be seasonal for these customers.

Second, the ECAM charges are not fixed charges. Therefore, for customers that have seasonal usage, the ECAM charges, which are volumetric charges, would be applied proportionately to their usage. This means that customers whose usage is predominantly in the summer months would pay ECAM charges primarily in those months proportionate with their usage.

Q. Has the Company prepared an example showing the shaping of seasonality in the proposed ECAM rates?

A. Yes. Exhibit RMP___(WRG-Phase II-2-1SR) contains an illustrative example of the ECAM rate structure for Schedule 9. This example assumes after adjusting for voltage level losses that Schedule 9 customers would pay an overall average ECAM rate of 0.0489 cents per kWh. Once the rate is shaped by the Schedule 9 energy charge rate structure as proposed by the Company, the example shows that

May-September on-peak usage would be charged 0.0697 cents per kWh, or 43 percent higher than the average Schedule 9 ECAM rate; October – April on-peak usage would be charged 0.0524 cents per kWh, or seven percent higher than the average Schedule 9 ECAM rate; and off-peak usage year round would be charged 0.0438 cents per kWh, or 10 percent lower than the average Schedule 9 ECAM rate. Clearly, ECAM rates would reflect the seasonal and time-differentiated rate structure in the Company's rates, and they would reflect seasonal consumption deviations of customers such that customers with disproportionately larger usage levels during summer months would pay higher average ECAM rates and customers with disproportionately higher usage levels during winter months and off-peak periods would pay lower average ECAM rates.

Q. Has the Company prepared an example showing rates across rate schedules and how those would be differentiated by voltage level?

A. Yes. Exhibit RMP___(WRG-Phase II-2-2SR), shows estimated Schedule 94 rates across rate schedule classes assuming a $10 million, or 0.7 percent change, implemented through the ECAM. In addition to the rate design differences discussed above, it shows that the ECAM cents per kWh rate would vary by about 5.1 percent between secondary voltage customers and transmission voltage customers due to differences in voltage level losses.

Q. Have other parties raised issues similar to Mr. Brubaker's issues concerning rate design of the ECAM?

A. No. In fact, UAE's witness Mr. Kevin C. Higgins agrees with the Company's proposal stating, "I also concur with the rate design proposal presented by RMP

witness William R. Griffith that would differentiate any ECAM adjustor charge by voltage and time-of-day, as applicable." (UAE Exhibit 1D, Page 6, Lines 121 to 124.)

Q. Does this conclude your rebuttal testimony?

A. Yes, it does.

Rocky Mountain Power - State of Utah
ECAM Rate Design Example

	Forecasted Units	Present Price	Present Price Ratio	Proposed ECAM Price	Proposed ECAM Revenues	Flat ECAM Rate Price	Flat ECAM Rate Revenues	Revenue Diff $	Revenue Diff %
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
					(1)x(4)		(1)x(6)	(5)-(7)	(8)/(7)
Schedule No. 9									
On-Peak kWh (May-Sept)	384,941,621	3.4643 ¢	1.59	0.0697 ¢	$268,304	0.0489 ¢	$188,236	$80,068	43%
On-Peak kWh (Oct-Apr)	1,013,941,762	2.6049 ¢	1.20	0.0524 ¢	$531,305	0.0489 ¢	$495,818	$35,487	7%
Off-Peak kWh	2,278,864,469	2.1760 ¢	1.00	0.0438 ¢	$998,143	0.0489 ¢	$1,114,365	($116,222)	-10%
Total	3,677,747,852			0.0489 ¢	$1,797,752		$1,798,419	-$667	0%
				$1,798,419 [1]	-$667				

[1] Equals the $1.8 million increase shown on Line No. 11, Column 10, Exhibit WRG-2SR. Differences due to rounding.

Table A
Rocky Mountain Power
Estimated Effect of Proposed ECAM Changes
on Revenues from Electric Sales to Ultimate Consumers in Utah
Historical Test Period 12 Months Ending December, 2008
Forecast Test Period 12 Months Ending June 2010

Line No.	Description	Pre. Sch No.	No. of Cust Forecast	MWh Forecast	Present Revenue ($000)	MWh by Voltage S	MWh by Voltage P	MWh by Voltage T	Generation MWh[1]	ECAM Proposal Revenue ($000)	ECAM Proposal Revenue %	ECAM Proposal Rate ¢/kWh S	ECAM Proposal Rate ¢/kWh P	ECAM Proposal Rate ¢/kWh T
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	Residential													
1	Residential	1,3	710,179	6,599,232	$583,224	6,599,232			7,177,127	$3,390	0.6%	0.0514		
2	Residential-Optional TOD	2	306	2,740	$237	2,740			2,980	$1	0.6%	0.0514		
3	Residential-Mobile Homes	25	11	12,009	$870	12,009			13,060	$6	0.7%	0.0514		
4	AGA/Revenue Credit	--			$29									
5	**Total Residential**		710,496	6,613,981	$584,359	6,613,981	-	-	7,193,167	$3,397	0.6%			
	Commercial & Industrial & OSPA													
6	General Service-Distribution	6	13,339	5,561,682	$392,416	5,428,202	133,480		6,044,722	$2,855	0.7%	0.0514	0.0500	
7	General Service-Distribution-Energy TOD	6A	2,095	253,189	$23,926	244,327	8,862		275,095	$130	0.5%	0.0514	0.0500	
8	General Service-Distribution-Demand TOD	6B	29	6,439	$511	6,439	-		7,003	$3	0.6%	0.0514	0.0500	
9	*Subtotal Schedule 6*		15,463	5,821,310	$416,852	5,678,968	142,342	-	6,326,820	$2,988	0.7%			
10	General Service-Distribution > 1,000 kW	8	274	1,951,262	$119,912	1,190,270	760,992		2,099,350	$992	0.8%	0.0514	0.0500	
11	General Service-High Voltage	9	149	3,677,748	$162,840			3,677,748	3,810,331	$1,800	1.1%			0.0489
12	General Service-High Voltage-Energy TOD	9A	9	42,034	$2,469			42,034	43,550	$21	0.8%			0.0489
13	*Subtotal Schedule 9*		158	3,719,782	$165,309	-	-	3,719,782	3,853,881	$1,820	1.1%			
14	Irrigation	10	2,534	170,125	$10,230	165,702	4,423		184,890	$87	0.9%	0.0514	0.0500	
15	Irrigation-Time of Day	10TOD	235	18,695	$1,119	18,209	486		20,317	$10	0.9%	0.0514	0.0500	
16	*Subtotal Irrigation*		2,769	188,820	$11,349	183,911	4,909	-	205,207	$97	0.9%			
17	Electric Furnace	21	5	3,369	$298	-	472	2,897	3,500	$2	0.6%	0.0514	0.0500	0.0489
18	General Service-Distribution-Small	23	75,383	1,254,822	$104,484	1,253,567	1,255		1,364,669	$645	0.6%	0.0514	0.0500	
19	Back-up, Maintenance, & Supplementary	31	2	13,622	$854		13,622		14,407	$7	0.8%	0.0514	0.0500	
20	Special Contracts	--	4	2,419,273	$84,999			2,419,273	2,506,487					
21	AGA/Revenue Credit	--		--	$3,445									
22	**Total Commercial & Industrial & OSPA**		94,058	15,372,259	$907,502	8,306,716	923,591	6,141,952	16,374,321	$6,550	0.7%			
23	**Total Commercial & Industrial (excluding special contracts, AGA)**		94,054	12,952,986	$819,058	8,306,716	923,591	3,722,679	13,867,834	$6,550	0.8%			
	Public Street Lighting													
24	Security Area Lighting	7	8,479	13,125	$3,120	13,125			14,274	$7	0.2%	0.0514		
25	Street Lighting - Company Owned	11	1,027	21,323	$6,278	21,323			23,190	$11	0.2%	0.0514		
26	Street Lighting - Customer Owned	12	760	49,832	$3,947	49,832			54,196	$26	0.6%	0.0514		
27	Metered Outdoor Lighting	15	380	12,757	$933	12,757			13,875	$7	0.7%	0.0514		
28	Traffic Signal Systems	15	2,218	5,255	$487	5,255			5,716	$3	0.6%	0.0514		
29	*Subtotal Public Street Lighting*		12,863	102,293	$14,766	102,293	-	-	111,251	$53	0.4%			
30	Security Area Lighting-Contracts (PTL)	--	78	277	$21	277			302					
31	Street Lighting-Contracts (66, 77)	--	2	127	$17	127			138					
32	AGA/Revenue Credit	--		--	$5									
33	**Total Public Street Lighting**		12,943	102,698	$14,809	102,698	-	-	111,691	$53	0.4%			
34	**Total Sales to Ultimate Customers**		817,497	22,088,938	$1,506,670	15,023,395	923,591	6,141,952	23,679,179	$10,000	0.7%			
35	**Total Sales to Ultimate Customers (excluding special contracts, AGA)**		817,413	19,669,260	$1,418,154	15,022,990	923,591	3,722,679	21,172,252	$10,000	0.7%			
	[1] Loss Factors					1.08757	1.05763	1.03605						
	[2] Total Proposed ECAM Revenue ($000) and Rate by Voltage (cents/kWh)					0.0514	0.0500	0.0489	0.0472	$10,000				

KENNECOTT ECAM RATE DESIGN ANALYSIS

	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	12 Months
Kennecott Energy													
kWh On Peak	6,212,054	7,128,417	5,774,874	13,206,812	60,316,554	52,868,355	56,076,018	54,478,507	11,097,627	11,784,679	4,218,275	1,098,359	
kWh Off Peak	27,312,156	28,135,623	24,857,416	17,271,648	78,096,426	61,923,935	74,897,472	67,609,823	16,344,003	15,132,091	18,939,725	7,868,801	
Total	33,524,210	35,264,040	30,632,290	30,478,460	138,412,980	114,792,290	130,973,490	122,088,330	27,441,630	26,916,770	23,158,000	8,967,160	
On-Peak Ratio	19%	20%	19%	43%	44%	46%	43%	45%	40%	44%	18%	12%	
Off-Peak Ratio	81%	80%	81%	57%	56%	54%	57%	55%	60%	56%	82%	88%	
Schedule 9 Energy													
kWh On Peak	88,349,088	89,032,465	88,848,058	117,658,111	171,196,274	171,372,475	157,266,827	156,069,102	160,488,330	171,423,052	136,135,119	84,513,971	
kWh Off Peak	277,052,829	287,822,027	283,222,055	238,167,794	182,819,662	190,271,198	181,035,392	175,078,102	172,865,605	169,123,842	193,021,959	268,420,933	
Total	365,401,917	376,854,492	372,070,113	355,825,905	354,015,936	361,643,673	338,302,219	331,147,204	333,353,935	340,546,894	329,157,078	352,934,904	
On-Peak Ratio	24%	24%	24%	33%	48%	47%	46%	47%	48%	50%	41%	24%	
Off-Peak Ratio	76%	76%	76%	67%	52%	53%	54%	53%	52%	50%	59%	76%	
Ratio of Kennecott to Schedule 9 (1)													
On-Peak Ratio	76.64%	85.56%	78.95%	131.05%	90.11%	97.19%	92.10%	94.68%	84.00%	86.98%	44.04%	51.15%	
Off-Peak Ratio	107.45%	104.47%	106.60%	84.66%	109.26%	102.53%	106.86%	104.74%	114.85%	113.20%	139.47%	115.38%	
ECAM Example Rate (cents/kWh)													
Schedule 9 ECAM Rate (2)													
On-Peak	0.0697	0.0697	0.0697	0.0524	0.0524	0.0524	0.0524	0.0524	0.0524	0.0524	0.0697	0.0697	
Off-Peak	0.0438	0.0438	0.0438	0.0438	0.0438	0.0438	0.0438	0.0438	0.0438	0.0438	0.0438	0.0438	
Kennecott Contract ECAM Rate (3)													
On-Peak	0.0534	0.0596	0.055	0.0687	0.0472	0.0509	0.0483	0.0496	0.044	0.0456	0.0307	0.0357	
Off-Peak	0.0471	0.0458	0.0467	0.0371	0.0479	0.0449	0.0468	0.0459	0.0503	0.0496	0.0611	0.0505	
Comparison of Kennecott Agreement ECAM Costs to Kennecott ECAM Costs Using Schedule 9 ECAM Rates ($)													
Schedule 9 Rate	$16,293	$17,292	$14,913	$14,485	$65,812	$54,826	$62,189	$58,160	$12,974	$12,803	$11,236	$4,212	**$345,195**
Kennecott Agreement Rate	$16,181	$17,135	$14,785	$15,481	$65,878	$54,714	$62,137	$58,054	$13,104	$12,879	$12,867	$4,366	**$347,581**
% Difference	-0.7%	-0.9%	-0.9%	6.9%	0.1%	-0.2%	-0.1%	-0.2%	1.0%	0.6%	14.5%	3.7%	**0.7%**

(1) These ratios are included in the table in Section 4.10 of the Agreement.
(2) These rates are what a Schedule 9 customer would pay.
(3) These rates are what Kennecott would pay based on the rate adjustment mechanism in the Agreement.