

## BACK TO SUBCOMMITTEE

- 1.1.....Blue highlight area moved from middle of Section 1.3
- 2.7.....revised to remove the term Transaction Confirmation
- 2.8.....revised to remove the term Transaction Confirmation
- 2.12.....revised to remove the term Transaction Confirmation
- 2.13.....revised to remove the term Transaction Confirmation
- 2.26.....revised
- 3.1.....revised to remove the term Transaction Confirmation
- Section 3 .....language conceptually agreed to be included has been deleted as the concept is in Section 10
- 3.3.....note Section 8.5 below
- Section 6 .....redline added to “Buyer Pays At and After Delivery Point” – (1) is language still desired and (2) is location correction?
- Section 6 .....“Seller Pays Before and At Delivery Point” --(1) delete entire section or (2) delete added language
- 8.5.....Blue highlight area moved from Section 3.3
- 10.3.....updated by paper at 3-day meeting
- 10.3.....shall Non-Defaulting Party have right to withhold payment when transactions that are not liquidated (commercially impracticable or applicable law) are outstanding? [language in EEI 5.6]
- 10.3.....Use “Section 10 Event of Default” or “event of default”
- 10.3.1.....consider if Non-Defaulting Party should get costs
- 11.5.....In the original workpaper (4/24/00), ExxonMobil proposed that line 3 of this section be replaced with the following: “Upon providing written notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make . . .” The minutes do not reflect the outcome; however, notes taken indicate it was okayed 12/15/00
- base.....Recommend GISB review disclaimer to see if its legal feels it is necessary. (1) If determined it is not needed, remove from base contract, (2) If legal feels it is necessary, could it be moved to the back page, (3) If option 2 is not satisfactory, could it be moved to back page with a check box on base contract stating that both parties have read the disclaimer. This suggestion is proposed in order to gain more space on the base contract for contractual information