The left numbers are the section numbers in the July 31, 2001, draft of the GISB Contract

For further information, please contact Ian Anderson
Tel 403-243-1079, Cell 403-860-5941, Email ian@isanderson.com

1.2 Oral does not appear to allow email.

1.3 Risk of "Battle of Confirmations". See GasEDI 1.2 which clearly provides limited "time windows" when a party may send a Transaction Confirmation. A Transaction Confirmation which is sent outside its time window is not valid. Also, the only way to object to a Transaction Confirmation is to mark it up and return it – sending a conflicting Transaction Confirmation is not valid.

? No section along the lines of GasEDI 1.4: Each party shall be entitled, upon reasonable request, to access the other party's recording(s), if any, associated with a disputed Transaction.

? No section along the lines of GasEDI 1.5: The parties hereby expressly waive all rights to, and expressly agree not to, contest any Transaction, or assert or otherwise raise any defences or arguments related to any Transaction to the effect that such is not binding, valid or enforceable in accordance with its terms because either the employee(s) or representative(s) who entered into the Transaction on behalf of a party, and who appeared to have the requisite authority to do so, did not, in fact, have such authority or because the provisions of certain applicable laws require the Transaction to be in writing and/or executed by one or both parties.

2.2 Btu definition not consistent with GISB Business Practice Standard 1.3.14. Suggest this definition be changed to read <"British Thermal Unit" or "Btu" shall mean the International Btu, which is also called the Btu(IT).>

2.11 Day definition is not consistent with GISB Business Practice Standard 1.3.1. Suggest this definition be changed to read <"Day" shall mean 9:00 a.m. to 9:00 a.m. central clock time.>

2.11.a To be consistent with GISB Business Practice Standard 1.3.14, suggest adding <"Dekatherm" shall mean one million British Thermal Units.>

4.1 Suggest adding to the 1st sentence (ie: Seller's responsibility): <and for delivering such Gas at a pressure sufficient to effect such delivery but not to exceed the maximum operating pressure of the Receiving Transporter>

8.4 Suggest adding, at the end, <or Seller's warranty obligations pursuant to Section 8.2>

9.2 Suggest deleting <first class mail> because first class mail delivery elapsed time is too variable.

9.3 Suggest deleting the last sentence <Notice via first class mail shall be considered delivered two Business Days after mailing.>.

The left numbers are the section numbers in the July 31, 2001, draft of the GISB Contract

For further information, please contact Ian Anderson
Tel 403-243-1079, Cell 403-860-5941, Email ian@isanderson.com

9.3 Alternative: If keep <first class mail> in 9.2: increase the deemed elapsed delivery time for first class mail from 2 Business Days to 5 Business Days.

General

- Units should be changed from MMBtus to Dekatherms - to be consistent with GISB Business Practice Standard 1.3.14.

- Document will reduce to 10 pages once the “strike-outs” are removed.