**From:** Pantazis, Thomasine L (LDZX) - ConocoPhillips
**Sent:** Tuesday, September 18, 2012 1:03 PM
**To:** Sappenfield, Keith
**Subject:** RE: Review of NAESB WGQ Contracts Subcommittee's Recommendation with Master Agreement

Hi Keith,

Thank you for your tireless efforts on this project.  As you know, I was unable to attend for part of the meetings on 9/12 and 9/13, but I have done a review of the draft you attached to your 9/15 e-mail, and I offer the following comments/corrections/clarifications:

* 4.6 -- 1st line -- replace "Seller" with "A party"; 4th line -- replace "Buyer" with "Such party"; 5th line -- replace "Seller" with "the other party".  (looks like the bilateral nature of that provision had been omitted at some point during the reorganization of the rail car language -- I cannot tell whether that was intentional or not.)
* 8.3 -- 2nd and 3rd lines -- it looks to me like "BROUGHT AGAINST, OR SUFFERED OR INCURRED BY BUYER...OR OTHER THIRD PARTIES," should be deleted.  (doesn't make sense to me to say Buyer will indemnify Seller against claims brought against Buyer).
* 8.3 -- last 3 lines -- would read better if rearranged to say "...TO THE EXTENT SUCH CLAIMS ARISE OUT OF THE FAILURE OF BUYER TO PASS ON TO ITS EMPLOYEES, AGENTS, CONTRACTORS OR OTHER THIRD PARTIES THE NECESSARY WARNINGS CONTAINED IN SELLER'S MSDS WITH REGARD TO THE PRODUCT."
* 11.7(iii) -- in part (b), consider replacing "volume delivered by the other party during" with "contractually specified volume for such".  (the existing language would not work in the situation where the non-affected party is not required to deliver until sometime after the Imbalance Month)
* 11.7(iv) -- last line -- revise to read "Section 11.8(v)) at the same price as applicable to the Product during the Imbalance Month.

Kind regards,

***Thomasine L. Pantazis***
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