

GasEDI

c/o Canadian Association of Petroleum Producers
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NEW GasEDI BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

Mission: Develop a New GasEDI Base Contract for Sale and Purchase of Natural Gas ("New GasEDI Base Contract") based on: the GasEDI Base Contract for Short-Term Sale and Purchase of Natural Gas as published by GasEDI on October 26, 2000, ("GasEDI 2000 Base Contract"); the North American Energy Standards Board ("NAESB") Base Contract for Sale and Purchase of Natural Gas as published by NAESB on April 19, 2002, and its addenda ("NAESB 2002 Base Contract"); the NAESB General Terms and Conditions for Day Trade Interruptible Contract as published by NAESB on April 16, 1998; and additional recommendations from committee participants.

FORCE MAJEURE SUBCOMMITTEE MEETING - JANUARY 18, 2005 - MINUTES Draft - January 18, 2005

When Tuesday, January 18, 2005; 1:30 - 3:30 pm, Calgary Time.
Where Paramount Energy Trust, 500 - 630 - 4 Avenue SW, Calgary.
Thank You Jane Peck Hay and Paramount Energy Trust, for hosting this meeting.

■ Call to Order - Diane Pettie

■ Anti-Trust Guideline - Diane Pettie

We shall not engage in any discussion which could have the affect of influencing prices, supply or markets, and we shall assist each other to comply with this guideline.

■ Attendees

Brent Molesky	Burlington Resources Canada Ltd.
Brent Ohr	Cargill Energy
Rob McKay	Constellation Energy Commodities Group, Inc. (Tele-conference)
Diana Andel	EnCana Gas Marketing
Ian Lydiatt	Energy Trust Marketing Ltd.
Ian Anderson	GasEDI
Rosa McDonald	Imperial Oil Resources Limited
Kathy Bolan	Nexen Marketing
Jane Peck Hay	Paramount Energy Trust
Sandra Lord	Petro-Canada
Diane Pettie	Sempra Energy Trading (Canada) Limited
Mark McNevin	Talisman Energy Inc.

■ Approval of Minutes - Diane Pettie

◆ November 23, 2004, Meeting - Approved without change.

■ Announcement re Shannon Glover - Ian Anderson

Shannon and her husband had a baby girl on January 5. She weighed 7 lbs 3 oz and her name is Leah Rachel.

- Discussion
 - ◆ “Claiming Party” definition:
 - Is the definition in the December 7, 2004, draft OK?
 - ★ Decision: The version in Section 11.2.b(3) is OK, and this version will be copied into Section 11.2.a (see below).
 - ◆ “Firm” definition:
 - Which version should we keep - the December 7, 2004 version or the version attached to the agenda?
 - ★ Decision: Change to the version attached to the agenda, with some minor modifications.
 - ★ The revised version reads: "Firm" means that either party may interrupt its performance without liability (other than liability with respect to Imbalance Charges imposed pursuant to Section 4.3 or 11.5) only to the extent that such performance is excused by the other party's Non-Performance, by the exercise by a party of its suspension rights under Section 10, or is prevented by Force Majeure.
 - ◆ “Interruptible” definition:
 - Which version should we keep - the December 7, 2004 version or the version attached to the agenda?
 - ★ Decision: Change to a version drafted during the meeting (based on the version attached to the agenda).
 - ★ The revised version reads: "Interruptible" means that either party may interrupt its performance at any time for any reason without liability (other than liability with respect to Imbalance Charges imposed pursuant to Section 4.3).
 - ◆ Section 4.3:
 - Which version should we keep - the December 7, 2004 version or the version attached to the agenda?
 - ★ **Decision: Brent Molesky to develop a revised version based on the version attached to the agenda. Brent Molesky's version will be circulated to the Force Majeure Subcommittee for comments. Depending on the comments, Brent Molesky's version will be put into the draft for circulation as part of the materials for the January 27, 2005, Committee of the Whole meeting.**
 - ★ **Decision: Ian Anderson to circulate Brent Molesky's version to the Force Majeure Subcommittee for comment by email - with responses due to Ian Anderson, if possible, by 5:00 pm on Friday, January 21, 2005.**
 - ◆ Section 11.2:
 - Review the language of Section 11.2.b(3).
 - ★ Decision: Minor modifications made to the language.
 - Should Section 11.2.a be replaced with all the language in Section 11.2.b(3) starting from “Force Majeure”.
 - ★ Decision: Replace Section 11.2.a with all the revised language in Section 11.2.b(3) starting from “Force Majeure”.
 - ◆ Section 11.3:
 - Decided to add language at the end of Section 11.3(ii) so a party could not claim Force Majeure if the party did not give timely notice to the other party.

- ◆ Section 11.5:
 - Decided to modify the first sentence to require the Claiming Party to provide notification, as soon as reasonably possible, to the other party.
 - After lengthy discussion, decided to modify the third sentence so the start of the claim of Force Majeure would coincide with the start of the event of Force Majeure - thus making the New GasEDI Base Contract consistent with the NAESB 2002 Base Contract. Parties who disagree with this timing will need to deal with this issue in Special Provisions.

- Next Meeting
 - ◆ None scheduled.

FURTHER INFORMATION

Please contact Ian Anderson (403-243-1079, ian@isanderson.com) or Diane Pettie (403-750-5395, dpettie@sempratrading.com), or visit GasEDI's web site (<http://www.gasedi.ca>).