
From: Fitchie, Andrew [Andrew.Fitchie@dlapiper.com]
Sent: 18 December 2007 14:21
To: Alastair Richards; Geoff Gilbert; Matthew Crosse; Stewart McGarrity
Cc: Graeme Bissett (external contact); Steven Bell
Subject: Agreement on Contract Price

I have been given a copy of this document this morning and asked by Alastair for comment.

Given that I had not seen it before this morning, but understand its purpose, please excuse any comments which are off target. This is not intended to be a legal view and I can only comment with any factual competence on 3.6

- Items **(a)** to **(e)** endeavour to frame what can and cannot be revisited by BBS. This needs to be set in the context of on-going discussion. In fairness, it represents a statement of the boundaries but BBS will regard anything inside that boundary as fair game. To support the quest for a Price fix, Geoff was obliged to take a view on how to tackle the most significant outstanding contractual items, relying upon closed positions reached on others, where it would be a manifest act of bad faith for BBS to change or seek to reserve those positions on risk allocations already accepted.
- As 14/1207, 4 days ago, there were obviously contract terms still subject to negotiation. DLA Piper had provided a list of those items in the contract which were still sticking and potentially have money attached to them. I read that there was a commercial judgment taken on how/if these should be included since not all were.
- If this is required, I can sit down and go over the issues list as at 14/12 to pinpoint what the concise status on the draft Infraco Contract was. I am not sure this would be the most productive use of time at present, given the collective level of tasks that need to be completed, initiated and moved on..

I am uncertain, to be honest, what me expressing an opinion on this will achieve - the document has been put to BBS, it is qualified and it has Appendices I do not have, particularly regarding status of negotiations summary.

Please call if you want to discuss further.

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