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PRIVATE AND CONFIDENTIAL
NOT FOR DISTRIBUTION

ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

FEVERPRESS

16(1)(b)

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ATTACHMENT A TO AW02-GSC WITH FEVERPRESS LLC

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Tactical Execution

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16 (1) (b)

In addition, we would assist with the following:

Piers Morgan

Fees

We propose a retainer of \$65,000 (Canadian) for the project.

We would invoice you on the following schedule:

- \$40,000 upon signing our engagement (along with delivery of a media outreach plan)
- \$15,000 on March 25, 2013
- \$10,000 upon completion of the assignment in late April/early May.

About FEVERPRESS

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FEVERPRESS was born out of the shared belief that the leaders of companies and organizations increasingly seek communications counsel that can address the complexity of their businesses. What brought us together is our realization that what excites us most about our profession is the opportunity to act as valued advisors to senior executives, board members and public figures who seek communications counsel on challenging PR remits and sensitive issues. We also share a commitment to superior client service and derive a great deal of personal and professional satisfaction from developing lasting client relationships.

We have each established ourselves as valued advisors to senior executives, board members and public figures who seek strategic communications counsel. With professional backgrounds that include careers in journalism, politics, business and law, we bring high touch, highly complementary perspectives to PR challenges to find solutions that make a difference.

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Hilary Lefebvre
Co-Founder and Principal

Co-Founder of *FEVERPRESS*, Hilary has spent the past decade working closely with the most influential thought leaders and opinion makers in American media. From her time as a journalist in both cable and network news to her work as a top communications official in the Hillary Clinton for President campaign, her work on both sides of the media spectrum have given her a unique understanding of what it takes to wage a successful media campaign. As founder and President of On Air Strategy LLC and Managing Director of Teneo Strategy, Hilary successfully executed targeted communications strategies for a wide variety of clients including non-profit organizations, advocacy groups, political think tanks and Fortune 500 companies.

Hilary served as the Director of Broadcast Media for the Hillary Clinton for President campaign, acting as the primary broadcast liaison between the campaign and a broad spectrum of network, cable and business channel bookers, producers, correspondents and anchors. She was responsible for development of broadcast communications strategy and would pitch stories to help amplify message points. Hilary also served as a campaign spokesperson appearing on such networks and shows as FOX News, MSNBC, Access Hollywood, XM Radio and FOX News Radio.

Prior to joining the campaign, Hilary spent seven years in television news production, first as producer for the long running CNN political debate show Crossfire and then as a producer for ABC News' flagship late night news program Nightline in the network's Washington bureau.

In these roles she was a witness to history covering a variety of breaking news events from the 2004 Presidential election for the CNN Political Unit to the massacre at Virginia Tech for Nightline, for which ABC News received the prestigious Edward R. Murrow Award for News Coverage.

David Press
Co-Founder and Principal

Co-Founder of *FEVERPRESS*, David brings a deep background in corporate strategy and issues management with more than 20 years of experience as a lawyer and a communications practitioner. David has established his reputation as a strategic counselor to companies and their senior management teams, helping them successfully navigate complex and often highly sensitive public relations matters. David's issues management assignments have included mergers and acquisitions, restructurings, hostile situations, IPOs and a variety of crises.

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David has developed and implemented highly impactful corporate positioning campaigns for a variety of public and private companies which include Tata Group, The Reader's Digest Association, American Express, Movado, Guardian Life, Lululemon, Dollar General, Ideeli, InBev, Teva Pharmaceuticals, Allergan, Gold Fields, CNOOC and Sanofi-Synthelabo as well as nearly all of the leading U.S. investment banks and a number of alternative asset management companies. In addition, David has advised many start-ups both as a communications consultant and a lawyer.

Prior to founding *FEVERPRESS*, David Press was the head of Corporate Strategy at kwitken + company where he developed and implemented corporate positioning and executive visibility campaigns. Previously, David was a Managing Director in Special Situations at FTI Consulting's Strategic Communications division working on issues management and cross border matters. David began his communications career as a Director at Brunswick Group in New York focusing on mergers and acquisitions. Before that, David worked in Business Development at America Online in Virginia where he structured and negotiated revenue and content deals and developed new business. David began his career in New York where he practiced corporate finance/securities law for several years, most recently at Morrison & Foerster LLP.

David is a member of the Bar in The State of New York. David received his JD at Columbia Law School and his BA from Stanford University. David has previously lived and worked in France and is fluent in French.

GENERAL SERVICES CONTRACT (GSC)

Agreement made as of the 15th day of March, 20 13

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, AS REPRESENTED BY THE MINISTER OF INTERNATIONAL AND INTERGOVERNMENTAL RELATIONS (HEREINAFTER CALLED THE "MINISTER")

AND FEVERPRESS LLC
(HEREINAFTER CALLED THE "CONTRACTOR")
Address: 11 PRINCE STREET SUITE 2A, NEW YORK, NEW YORK 10012

IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Contractor will undertake the following services in a manner consistent with the Code of Conduct and Ethics administered by the Department:
 - a. Prepare a media strategy to give the current debate regarding the Keystone XL Pipeline and oil sands development more context in order to ensure continued and expanded market access to the U.S. for Alberta oil sands resources. The strategy will focus on finding high profile / high impact media interviews (broadcast and print) in the short-term that take advantage of Premier Redford's US travel schedule, the travel schedule of Alberta Ministers and the availability of the Alberta Representative.
 - b. On March 31, 2013, an update of the strategy and media opportunities secured to-date.
 - c. Work to be completed after April 1, 2013 will consist of completion of scheduled interviews related to Premier Redford's US travel, the US travel of Alberta Ministers and opportunities for the Alberta Representative, as well as any additional follow-up work relating to media outreach and bookings that are scheduled for April or May as a result of outreach in March.
2. The Contractor will commence work on March 15, 2013 and shall complete the work by June 1, 2013
3. In consideration of the satisfactory performance of this Agreement, the Minister shall pay to the Contractor a sum not to exceed CAN\$ 65,000, payable in accordance with the following terms:

The contractor will be paid CAN\$40,000 upon submission of detailed invoice & department approval of delivery 1a).

The contractor will be paid CAN\$15,000 upon submission of detailed invoice & department approval of delivery 1b).

The contractor will be paid CAN\$10,000 upon submission of detailed invoice & department approval of delivery 1c).
4. The representative of the Minister (Contract Manager) for the purposes of this Agreement is:

David Manning (name) Alberta's Representative in Washington (title)
5. All notices and invoices shall be given in writing, and addressed to the representative of the Minister at the following address:

REPRESENTATIVE: David Manning
6. This Agreement shall incorporate the terms and conditions set out on the reverse side of this form and, where applicable, any attachments referred to in this Agreement (list attachments):

PLEASE SEE ATTACHMENT A TO THIS AGREEMENT ENTITLED: "COMMUNICATIONS PROPOSAL RELATED TO KEystone XL PIPELINE"

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

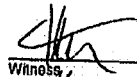
HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ALBERTA, AS REPRESENTED BY
THE MINISTER OF INTERNATIONAL AND
INTERGOVERNMENTAL RELATIONS

Signature

DAVID J. MANNING, Representative
Print name and title

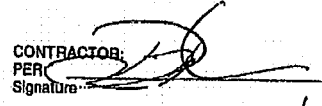
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Alberta International and
Intergovernmental Relations


Witness

Hilary Perry
Print name

CONTRACTOR:
PER
Signature


DAVID C. PLESS / PRINCIPAL
Print name and title

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Terms and Conditions

1. Entire agreement - Effective date
 - 1.1 This Agreement sets out the entire agreement between the Contractor and the Minister. No other agreement exists between the two parties except what is written in this Agreement.
 - 1.2 This Agreement is not binding and does not obligate the parties to perform work or make payments of any kind until both parties have signed this Agreement.
2. Responsibilities of Contractor
 - 2.1 The Contractor warrants that the Contractor is properly qualified, licensed, equipped and fit to provide the Services.
 - 2.2 The Contractor shall provide the Services during the Term:
 - (i) according to the terms and conditions of this Agreement,
 - (ii) personally, or using only competent employees,
 - (iii) according to generally accepted standards of competency in the field of endeavour associated with the Services and all applicable professional standards,
 - (iv) in close liaison with the Minister's representatives.
 - 2.3 The Contractor shall ensure that the Contractor's employees, officers, and agents, as applicable, comply with the terms and conditions of this Agreement.
 - 2.4 The Contractor and its employees, contractors and agents do not become employees of the Government of Alberta through their activities under this Agreement.
3. Payments
 - 3.1 Subject to clause "3" on the front of this Agreement, (i) if the Minister is satisfied with the Contractor's performance of the services, and (ii) expenses claimed by the Contractor are as the rates and costs set out in section 5.1 and are supported by proper receipts, payments to the Contractor will be made within 30 days of receipt of the Contractor's invoice. Invoices must include a separate entry for charges for services performed, an hourly breakdown of services, if applicable, and expenses incurred by the Contractor.
4. Withholdings and security for performance
 - 4.1 Payments made to the Contractor are subject to:
 - (i) withholding and other Canadian tax laws, and
 - (ii) at the Minister's discretion, withholding of up to 15% of any invoice amount for the purpose of providing security for completion of the services.
5. Expenses
 - 5.1 The Contractor must obtain the written approval of the Minister prior to incurring expenses.
6. No federal taxes payable by the Minister
 - 6.1 The Minister will not pay or reimburse the Contractor for any federal tax on goods or services provided to the Minister under the terms of this Agreement.
7. Statements, invoices and accounts
 - 7.1 The Contractor must:
 - (i) keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred in performing the services including all payroll records, and other documents relating to such costs and expenses for a period of seven years;
 - (ii) on demand, permit the Minister to examine, audit and take copies or extracts from the accounts, records or documents for the purpose of verifying other performance of services or expenses incurred under this Agreement.
8. Evaluation
 - 8.1 The Contractor shall permit any representative of the Minister to evaluate the Services through:
 - (i) on-site visits,
 - (ii) observation of the Services in progress,
 - (iii) access to the records maintained under section 7.1, and
 - (iv) oral or written communications with the individuals provided with the Services, or employees, officers or agents, as applicable, of the Contractor, or all of them.
 - 8.2 The Contractor shall cooperate with the Minister in the completion of any evaluation and shall revise the Services as directed by the Minister.
9. Reduction of Services and Termination
 - 9.1 The Minister may terminate this Agreement, without cause and on written notice, by giving the Contractor ten days notice in writing.
 - 9.2 The Minister, on written notice to the Contractor, may reduce the scope of the Services.
 - 9.3 If this Agreement is terminated under section 9.1, or the scope of the Services is reduced under section 9.2, and the Contractor has incurred costs directly related to the Services over which the Contractor had no reasonable control, the Minister, at the Minister's discretion, may pay the Contractor for those costs.
 - 9.4 If the Agreement is terminated under section 9.1, the Minister shall pay the Contractor, on receipt and acceptance by the Minister of an invoice, for any portion of the Services provided to the Minister's satisfaction as of the effective date of termination.
10. Conflict of Interest
 - 10.1 As soon as reasonably possible after becoming aware of a personal interest that equates or is likely to cause a conflict of interest in relation to the performance of this Agreement, the Contractor must give notice of the interest to the Minister. Once obligated to give notice of personal interest, the Contractor may not commence or continue the services until instructed to do so by the Minister. If, in the opinion of the Minister, a conflict of interest warrants such action, the Minister may give notice of termination of this Agreement to the Contractor.
11. Contractor's obligation regarding confidentiality
 - 11.1 The Contractor agrees to keep strictly confidential all material and information acquired under this Agreement. The Contractor must not use or disclose the material or information in any manner to third parties without the written consent of the Minister.
12. Amendments
 - 12.1 This agreement may only be amended by the written consent of both parties.
13. Ownership and Copyright
 - 13.1 Ownership of any work, information or materials, regardless of form, and including any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, its employees or agents shall vest in the Minister and the Contractor shall retain no right, title or interest in them.
 - 13.2 Where applicable, the Contractor agrees to obtain permission to use copyright materials, which the Contractor has reproduced and incorporated into the fees referred to in section 5.1, and to provide the Minister with copies of these written permissions.
 - 13.3 The Contractor irrevocably waives in whole all moral rights and shall ensure that the Contractor's employees and agents irrevocably waive in whole all moral rights in respect of the original materials developed or acquired under this Agreement and declares that these waivers shall operate in favour of the Minister and the Minister's successors and assigns.
 - 13.4 At any time during this Agreement or on the termination or expiration of this Agreement, the Minister may require that the Contractor return to the Minister any materials created, obtained or maintained by the Contractor, or provided by the Contractor for use in providing the services. On receipt of notice to return these materials, the Contractor shall return them promptly to the Minister at the Contractor's expense.
14. Hold Harmless and Liability
 - 14.1 The Contractor agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs) on a solicitor-client basis for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees or agents. This hold harmless provision shall survive this Agreement.

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Alberta International and Intergovernmental Relations

- 15 Occupational Health and Safety - Workers' Compensation
15.1 The Contractor will comply with the Occupational Health and Safety Act and the Workers' Compensation Act. On request, the Contractor will provide the Minister with a certificate from the Workers' Compensation Board showing the Contractor is registered and is in good standing with the board, if applicable.
- 16 General Liability Insurance
16.1 The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.
16.2 Evidence of the insurance required in section 16.1 in a form acceptable to the Minister will be provided to the Minister on the Minister's request.
- 17 No assignment or subcontracting
17.1 No part of this Agreement or the Services may be assigned or subcontracted without the prior written consent of the Minister.
- 18 Freedom of Information and Protection of Privacy
18.1 The contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records relating to, or obtained, created or collected under this contract.
- 19 Lobbyist Act
19.1 The contractor acknowledges that the *Lobbyist Act* establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyist Act*; and it is responsible for complying with the *Lobbyist Act* during the contract.
- 20 Dispute Settlement
20.1 The Parties agree to use their best efforts to resolve any dispute arising between them as reasonably, efficiently and cost-effectively as possible.
20.2 As all relevant times, the Parties will:
(i) try to resolve all disputes by negotiations, in good faith and acting reasonably, ensure their representatives will meet, negotiate in good faith, acting reasonably and try to resolve disputes without litigation, controversy or any claim arising from this agreement, or breach of it, and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations;
(ii) If a dispute cannot be resolved through negotiations under section 20.2 the parties agree to participate in mediation with a mutually acceptable mediator.
20.3 The parties will share the cost of the mediator equally and bear their own costs of mediation.
20.4 If the parties cannot agree on a mediator they will accept the appointment of a mediator by the President or Executive Director of the Alberta Arbitration and Mediation Society to arrange for mediation.
20.5 The parties agree that any efforts to resolve their dispute by negotiations under section 20.2 or with the assistance of a mediator, at any time during or after the term of the agreement, does not suspend the expiration of any time limitation for taking any act under the agreement unless the parties have specifically agreed in writing to waive or vary that time requirement.
20.6 Unless otherwise instructed by the Minister or delegate in a notice, the Contractor will continue to carry out its obligations under and in accordance with any proceedings under this section.
- 21 General
21.1 If any provision of this Agreement is found to be or deemed to be illegal or invalid, the remainder of this Agreement is not affected.
21.2 This Agreement is governed by the laws of the Province of Alberta.

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FEVERPRESS
11 Prince Street Suite 2A
New York, NY 10012
P: 917.721.7046
E: david@feverpress.com

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16(1)(a)(ii)

Date: March 20, 2013
INVOICE #

To David Manning, QC
Alberta Representative
Embassy of Canada
501 Pennsylvania Ave, NW
Washington, D.C. 20001-2114
917.841.5952

Item	Payment Terms
Fees for Public Relations Services	Due on receipt

Description	Hours	Total
Public Relations Services Relating to Keystone Pipeline	N/A	\$40,000
Business Unit		
Amount		
Account Code		
Date Received		
Org Code		
Program Code		
Date		
Expenditure Officer		
Total		\$40,000

Thank you for your business!

pay in con per
clen

contract # 62194-13 Desc

renewal # AIX131321 Desc

Factored PMT TO:

16(1)(a)(ii)

Remit :

Remit: Wire transfer request
Submitted at May 3.13

11 Prince Street Suite 2A
New York, NY 10012
P: 917.721.7046
E: david@feverpress.com

To David Manning, QC
Alberta Representative
Embassy of Canada
501 Pennsylvania Ave., NW
Washington, D.C. 20001-2114
917.841.5952

Item	Payment Terms	
Fees for Public Relations Services	Due on receipt	
Description	Hours	Total
Public Relations Services Relating to Keystone Pipeline	N/A	CDN \$15,000
<div style="position: absolute; left: 0; top: 50%; transform: translateY(-50%);"> <p>1244</p> <p>157,000</p> <p>200,000</p> <p>00</p> <p>1710</p> <p>000000</p> <p>3/3/13</p> </div> <div style="position: absolute; left: 40%; top: 50%; transform: translateY(-50%);"> <p><i>[Signature]</i></p> </div>		
	Total	CDN \$ 15,000

Thank you for your business!

Factored PMT TO:

Contract # C294-13 Desc.

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Remit: Wire Transfer request submitted at May 3. 13

FEVERPRESS

To: David Manning, Mary Ballantyne
From: FEVERPRESS
Date: March 31, 2013
Re: Update related to media outreach for April visit and beyond

Below is a summary of our public relations outreach efforts thus far to assist the Government of Alberta in their messaging. Our outreach at Alberta's direction has been to those media outlets critical to the political discourse in this country, with particular emphasis on influential outlets who have covered the recent Keystone XL Pipeline project in a negative way. On the understanding that the profile of Alberta has increased as a result of Keystone, our direction has been to counter disinformation about the resource and assist Alberta in clarifying its position on the environment and the sustainability of Alberta resource development.

We are providing this update per the remit outlined in the AWO2-GSC document and thus have included the two invoices for payment referenced therein. We have included wire instructions, as well.

Given the compressed time frame between our engagement and the Premier's US visit in early April, our primary focus has been outreach to producers and reporters to gauge level of interest in the Keystone issue and to introduce the Premier as a spokesperson to speak on behalf of Canadian efforts to secure approval of the pipeline. We have been quickly able to secure interest with some of the key media who are influential in DC and reach the key stakeholder audiences. We have included updates on our outreach and status below.

In terms of our outreach going forward, importantly, the Keystone issue is currently less prominent on the agendas of the news media we are targeting compared to a month ago when we began our discussions. We therefore recommend a slight change in our strategy to secure the interest of our bigger targets (e.g., Charlie Rose, Piers Morgan, etc.), which have expressed initial interest but have expressed some hesitations. Given the importance of issues such as immigration, gun control, and the economy, the pipeline story is less top of mind than earlier this year, when the Department of State's Supplemental Environmental Impact Assessment was released.

We have devised a strategy to focus interest on Alberta as a contributor to the US economy and environmental sustainability, to take advantage of ongoing media interest in energy security, seasonal interest in gasoline prices, and responding to increased efforts by the environmental community to portray Keystone's impact in a very negative way. The SEIS will no doubt generate a new campaign with new resources, as it was generally perceived to be positive for Alberta. See "Suggested Additional Outreach" below.

Outreach Update: Media Targeting, Rationale and Status To Date

TV

Charlie Rose

PBS, daily broadcast out at 11pm (air times different depending on market)

Outreach: Pitches made to Executive Producer and Booking for an interview scheduled around the Premier's visit. Pitched her solo and also in conjunction with Dan Yergin.

Response: Given media interest around other pressing issues, such as the economy, gun violence, and immigration, we were told the lead time was too short but they might be interested in something in June when she is in New York next, depending on what happens with the issue between now and then. Will follow up for June visit.

Suggested next steps: Assist Alberta in engaging Charlie Rose in a planned Foreign Policy Association conference to increase their attention and interest in Alberta and its story.

Morning Joe

MSNBC, daily 6am ET

Outreach: Met with Senior Producer

Response: Lead time is too short for April trip but they would consider an interview when there is a more of a news peg. Should revisit for the June trip

Suggested next steps: FeverPress needs to send revised pitch per MJ request and follow up. I also think that the Andrea Mitchell interview opportunity (referenced below) will help secure this one later.

Piers Morgan LIVE

CNN, daily 9pm ET

Outreach: Discussed with Executive Producer

Response: Initial interest is soft given the lack of a news peg

Suggested next steps: FeverPress to follow up

Andrea Mitchell, Senior Foreign Correspondent, NBC News and Anchor, Andrea Mitchell Reports

MSNBC, daily, 1pm ET

Outreach: Emailed anchor and producer

Response: Very interested, but there are timing challenges, as her interview must be live and preferably from the Washington DC studio.

Suggested next steps: Sustain interest for a future interview

Outcome: Unable to schedule live interview due to the Premier's schedule constraints

The Lead with Jake Tapper, CNN's Chief Washington Correspondent

CNN, daily, 4pm ET

Outreach: Emailed with Supervising Producer regarding an interview during the Premier's April trip

Response: Would like to schedule an interview during the 4p hour on Tuesday April 9.

Suggested next steps: Confirm and schedule the interview

Outcome: Unable to schedule due to Premier's schedule constraints

NewsHour with Jim Lehrer

PBS, daily, 6pm ET

Outreach: Emailed with Senior producer

Response: Would like to schedule an interview to pretape in the 5p hour on Tuesday April 9.

Suggested next steps: Confirm and schedule the interview

Outcome: Unable to schedule due to Premier's schedule constraints

Radio

NPR, All Things Considered

Outreach: Emailed Executive Producer

Response: Would like to pretape an interview with anchor Audie Cornish on Tuesday at noon

Suggested next steps: Confirm interview

Outcome: <http://www.npr.org/2013/04/09/176713156/keystone-xl-pipeline-could-be-huge-boon-for-canada>

Print

Politico, Darren Goode, Senior Energy and Environment Reporter

Outreach: Emailed with him last week and confirmed interest for an interview

Response: Would like to speak with the Premier during her visit in April.

Suggested next steps: Confirm and schedule interview.

Outcome: Interview completed. Still waiting for him to write.

Washington Post

Outreach: Emailed Steve Mufson, Senior Energy Reporter, regarding the possibility of an interview during the Premier's April trip

Response: Pending.

Suggested next steps: NA