

FIRST GAS LIMITED: CONTRACT DISCLOSURES FOR 2015-16 DISCLOSURE YEAR

DISCLOSURE OF NEW AND MODIFIED NON-STANDARD AGREEMENTS

First Gas Limited (*First Gas*¹) is required by the Commerce Commission's Gas Transmission Information Disclosure Determination 2012 (the *IDD*) to disclose defined terms and conditions for any new and non-standard agreements entered into as well as any modifications to existing non-standard agreements made during the disclosure year.

This document represents First Gas' required contract disclosures (the *Disclosure*) for the disclosure year 1 July 2015 to 30 June 2016.

TYPES OF NON-STANDARD AGREEMENTS

The Vector Transmission Code² (the *Code*) contains the standard terms and conditions for gas transmission. Non-standard gas transmission agreements must also comply with the Code.

First Gas currently offers three main types of non-standard agreements for gas transmission; First Gas also offers an agreement for the right to connect to First Gas' gas transmission system (the *pipeline*).

Agreements for connections to the pipeline are outside of the Code, though they reference a number of key Code provisions.

Current non-standard agreements comprise:

Gas transmission –

- Supplementary Agreement (*SA*)
 - Sets the firm gas transmission capacity, being the maximum daily quantity (*MDQ*) and maximum hourly quantity (*MHQ*) of gas that First Gas is required to receive at the Receipt Point(s) and the equivalent quantities of gas that First Gas is required to make available to the Shipper at the Delivery Point(s)
 - The capacity may be used to deliver gas only to the end user defined in the agreement
- Interruptible User Contract (*IUC*)
 - Allows the Shipper to request, for and/or on each day, MDQ on an interruptible basis
 - Capacity approved by First Gas may be used to deliver gas only to the end user defined in the agreement
- Interruptible Shipper Contract (*ISC*)

¹ First Gas Limited is a "GTB (or gas transmission business)", as referred to in the Gas Transmission Information Disclosure Determination 2012.

² A copy of the current Code can be downloaded from: [www.oatis.co.nz/VTC Information Exchange/Publications/VTC - Current Version](http://www.oatis.co.nz/VTC%20Information%20Exchange/Publications/VTC%20-%20Current%20Version).

- Allows the Shipper to request, for and/or on each day, MDQ on an interruptible basis
- Capacity approved by First Gas may be used only to deliver gas from one defined section of the pipeline to another (i.e. not for a defined end user)

Connection to the pipeline –

- Interconnection Agreement (*ICA*)
 - Provide for the right to connect to the pipeline at a defined point (receipt, delivery or bi-directional)

GAS SUPPLY/CONVEYANCE BEYOND DELIVERY POINTS

First Gas supplies gas transmission services for the conveyance of gas from Receipt Point(s) to Delivery Point(s). At the Delivery Point(s) the gas is injected into:

- A gas distribution system owned by First Gas or another GDB³ who will then convey the gas to the consumer of gas (a *Distribution Connect*); or
- A site or system dedicated to a single consumer of gas (a *Direct Connect*); or
- Another gas transmission system owned by First Gas or another GTB (a *Transmission Connect*) who will convey the gas to a GDB or a Direct Connect.

DISCLOSURE

The attached appendices together make up the Disclosure, ie:

Appendix 1: Lists the terms required to be disclosed by the IDD

Appendix 2: Tabulates the new and non-standard agreements and modifications being disclosed. To minimise repetition and the size of this Disclosure, contract provisions and terms common to different agreements (*Common Terms*) are referenced by a number, with the details of each Common Term being set out in Appendix 3.

Appendix 3: Summarises the Common Terms referred to in Appendix 2.

³ “GDB (or gas distribution business)” is defined in the Gas Transmission Information Disclosure Determination 2012.

APPENDIX 1 - AGREEMENT TERMS TO BE DISCLOSED

The Commerce Commission's Gas Transmission Information Disclosure Determination 2012 (the IDD) requires First Gas to disclose the terms listed in the table below in respect of any:

1. new non-standard agreement entered into; and
2. modifications to an existing non-standard agreement

<u>IDD Reference</u>	<u>IDD Requirement</u>	<u>First Gas' Interpretation</u>
section 1.4.3: Prescribed term (a)	Describe the goods or services to be supplied under the contract	Goods or services means, in respect of: <ul style="list-style-type: none"> ○ each SA, firm gas transmission capacity; ○ each IUC and ISC, interruptible gas transmission capacity; and ○ each ICA, the right of connection to the pipeline
section 1.4.3: Prescribed term (b)	Determine, or provide for the determination of the quantity or amount of those goods or services	In respect of each SA, IUC and ISC: <ul style="list-style-type: none"> ○ the maximum quantity of goods and services that First Gas is required to provide is determined by the amount of gas transmission capacity under the agreement; and ○ the actual quantity of goods and services provided by First Gas is determined by the daily delivery quantity under the agreement
section 1.4.3: Prescribed term (c) (ii)	Specify, determine, or provide for the determination of the timing of payment for those goods or services	The date by which the relevant First Gas invoice is required to be paid

section 1.4.3: Prescribed term (c) (iii)	Specify, determine, or provide for the determination of the security for payment for those goods or services	Security for payment to First Gas under the agreement (if any), in accordance with the options set out in the relevant agreement
section 1.4.3: Prescribed term (c) (iv)	Specify, determine, or provide for the determination of [First Gas'] obligations and responsibilities (if any) to consumers in the event that the supply of gas transmission services to consumers is interrupted	This is understood to relate only to: <ul style="list-style-type: none"> ○ curtailment or shutdown of the supply of firm gas transmission capacity, i.e. to First Gas' obligations under SAs, and excludes all IUCs and ISCs under which capacity is inherently interruptible; and ○ First Gas' obligations once an interruption has occurred (i.e. after the event) and not to obligations First Gas may have prior to an interruption, including to avoid or mitigate an interruption
section 2.4.17 (1)	The maximum monthly amount of gas (in gigajoules) to be conveyed to the consumer under the contract, or (if the amount is not quantified in the contract) a reasonable estimate of that amount based on the duration of the contract	The maximum monthly quantity multiplied by the number of days in a month (i.e. 31 unless otherwise stated)
section 2.4.17 (2)	The month in which the supply of the maximum monthly amount of gas referred to in subclause 2.4.17 (1) of this section is to occur, or is most likely to occur	The month that the maximum monthly quantity occurred or is most likely to occur
section 2.4.17 (3)	The pressure or pressures at which the gas is to be supplied or conveyed under that contract, or (if the pressure is not specified in the contract) a reasonable estimate of that pressure	Generally, the nominal delivery pressure (where regulated) or the typical pipeline pressure (where not

		regulated), at the relevant Delivery Point
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The following Prescribed term is not required to be disclosed and is not disclosed in the Disclosure:

<u>IDD Reference</u>	<u>IDD Requirement</u>	<u>Interpretation</u>
section 1.4.3: Prescribed term (c) (i)	Specify, determine, or provide for the determination of the price at which those goods or services are to be supplied	The price or how the price is determined Under section 2.4.12 (2) of the IDD First Gas is not required to disclose this

APPENDIX 2 – NEW AND NON-STANDARD AGREEMENTS

Contract Identifier	201610:1		
Contract Name	Supplementary Agreement (Auckland District Health Board)	Receipt Point(s)	Rotowaro
Contract Party	Genesis Energy Limited	Delivery Point(s)	Greater Auckland
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	MDQ is 1,650 GJ, MHQ is 103.125 GJ (see also Common Term 2a)		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)		
section 2.4.17 (1) - maximum monthly amount of gas	51,150 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) - month of maximum monthly amount of gas	August		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	18.1 bar gauge (nominal pressure, delivery to a GDB)		

Contract Identifier	201610:2		
Contract Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni
Contract Party	Genesis Energy Limited	Delivery Point(s)	Pokuru 2
Contract Type	ISC	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Interruptible capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	See Common Term 2c		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	No obligations (see Common Term 5b)		
section 2.4.17 (1) - maximum monthly amount of gas	74,000 GJ (estimated)		
section 2.4.17 (2) - month of maximum monthly amount of gas	July		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	Pipeline pressure, typically 62 - 68 bar gauge (Further conveyed on First Gas' gas transmission system)		

Contract Identifier	201610:3		
Contract Name	Interruptible Shipper Contract (Kupe to Frankley Road)	Receipt Point(s)	Kapuni North Receipt
Contract Party	Genesis Energy Limited	Delivery Point(s)	Frankley Road
Contract Type	ISC	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Interruptible capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	See Common Term 2d		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	No obligations (see Common Term 5b)		
section 2.4.17 (1) - maximum monthly amount of gas	165,000 GJ (estimated)		
section 2.4.17 (2) - month of maximum monthly amount of gas	April		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	Pipeline pressure, typically around 45 bar gauge (Further conveyed on First Gas’ Maui pipeline gas transmission system)		

Contract Identifier	201610:4		
Contract Name	Supplementary Agreement (Rimu Production Station)	Receipt Point(s)	Kapuni South
Contract Party	Genesis Energy Limited	Delivery Point(s)	Mokoia
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	MDQ is 300 GJ, MHQ is 18.75 GJ (See also Common Term 2a)		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)		
section 2.4.17 (1) - maximum monthly amount of gas	9,300 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) - month of maximum monthly amount of gas	August		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	Pipeline pressure, typically around 70 bar gauge (Delivery to a Direct Connect)		

Contract Identifier	201610:5																		
Contract Name	Supplementary Agreement (Bay Grain Driers)	Receipt Point(s)	Pokuru																
Contract Party	Genesis Energy Limited	Delivery Point(s)	Te Puke																
Contract Type	SA	Interconnection Point(s)	N/A																
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point																		
Prescribed term (b) - quantity supplied	MDQ: As per the table below: <table border="1" data-bbox="1055 571 1951 847"> <thead> <tr> <th>Period of the Year</th> <th>maximum daily quantity (GJ)</th> </tr> </thead> <tbody> <tr> <td>October – February, inclusive</td> <td>0</td> </tr> <tr> <td>March</td> <td>100</td> </tr> <tr> <td>April</td> <td>150</td> </tr> <tr> <td>May and June</td> <td>200</td> </tr> <tr> <td>July</td> <td>150</td> </tr> <tr> <td>August</td> <td>100</td> </tr> <tr> <td>September</td> <td>0</td> </tr> </tbody> </table> MHQ is the MDQ divided by 16 (See also Common Term 2a)			Period of the Year	maximum daily quantity (GJ)	October – February, inclusive	0	March	100	April	150	May and June	200	July	150	August	100	September	0
Period of the Year	maximum daily quantity (GJ)																		
October – February, inclusive	0																		
March	100																		
April	150																		
May and June	200																		
July	150																		
August	100																		
September	0																		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)																		
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)																		
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)																		
section 2.4.17 (1) - maximum monthly amount of gas	6,200 GJ (i.e. highest value of MDQ x Days in Month)																		
section 2.4.17 (2) - month of maximum monthly amount of gas	May																		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	10 bar gauge (nominal pressure, delivery to a GDB)																		

Contract Identifier	201610:6																		
Contract Name	Supplementary Agreement (NZ Grain & Seed)	Receipt Point(s)	Pokuru																
Contract Party	Genesis Energy Limited	Delivery Point(s)	Kihikihi (Te Awamutu)																
Contract Type	SA	Interconnection Point(s)	N/A																
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point																		
Prescribed term (b) - quantity supplied	MDQ: As per the table below: <table border="1" data-bbox="1055 571 1951 847"> <thead> <tr> <th>Period of the Year</th> <th>maximum daily quantity (GJ)</th> </tr> </thead> <tbody> <tr> <td>October – February, inclusive</td> <td>0</td> </tr> <tr> <td>March</td> <td>200</td> </tr> <tr> <td>April</td> <td>250</td> </tr> <tr> <td>May and June</td> <td>400</td> </tr> <tr> <td>July</td> <td>250</td> </tr> <tr> <td>August</td> <td>200</td> </tr> <tr> <td>September</td> <td>0</td> </tr> </tbody> </table> MHQ is the MDQ divided by 16 (See also Common Term 2a)			Period of the Year	maximum daily quantity (GJ)	October – February, inclusive	0	March	200	April	250	May and June	400	July	250	August	200	September	0
Period of the Year	maximum daily quantity (GJ)																		
October – February, inclusive	0																		
March	200																		
April	250																		
May and June	400																		
July	250																		
August	200																		
September	0																		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)																		
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)																		
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)																		
section 2.4.17 (1) - maximum monthly amount of gas	12,400 GJ (i.e. highest value of MDQ x Days in Month)																		
section 2.4.17 (2) - month of maximum monthly amount of gas	May																		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	8 bar gauge (nominal pressure, delivery to a GDB)																		

Contract Identifier	201610:7		
Contract Name	Supplementary Agreement (Ballance Ammonia-Urea Plant)	Receipt Point(s)	Frankley Road-Bi and/or other Receipt Point valid for the Shipper on First Gas' Frankley Road – Kapuni pipeline
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Ballance 8201 & Ballance 9626
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	MDQ: (a) at Ballance 8201, 10,300 GJ; and (b) at Ballance 9626, 12,200 GJ; MHQ: (a) at Ballance 8201, 460 GJ; and (b) at Ballance 9626, 550 GJ (See also Common Term 2a)		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has supplied a cash bond Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) – First Gas' obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)		
section 2.4.17 (1) - maximum monthly amount of gas	697,500 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) - month of maximum monthly amount of gas	July		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	(a) at Ballance 8201, 30 bar gauge; and (b) at Ballance 9626, 32 bar gauge (nominal pressures, delivery to a Direct Connect)		

Contract Identifier	201610:8		
Contract Name	Supplementary Agreement (CHH Whakatane)	Receipt Point(s)	Pokuru
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Whakatane
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied		Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point	
Prescribed term (b) - quantity supplied		MDQ is 2,400 GJ, MHQ is 141 GJ (See also Common Term 2a)	
Prescribed term (c) (ii) - timing of payment		As per section 16.14 of the Code (see Common Term 3a)	
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond Complying with section 14 of the Code (see Common Term 4a)	
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted		As per section 10 of the Code (see Common Term 5a)	
section 2.4.17 (1) - maximum monthly amount of gas		74,400 GJ (i.e. MDQ x 31)	
section 2.4.17 (2) - month of maximum monthly amount of gas		October	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		3.5 bar gauge (nominal pressure, delivery to a GDB)	

Contract Identifier	201610:9		
Contract Name	Interruptible User Contract (CHH Whakatane)	Receipt Point(s)	Pokuru
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Whakatane
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Interruptible capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	See Common term 2b: there is also an SA for this end user and Delivery Point		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has supplied a cash bond Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	No obligations (see Common Term 5b)		
section 2.4.17 (1) - maximum monthly amount of gas	1,600 GJ (estimated)		
section 2.4.17 (2) - month of maximum monthly amount of gas	February		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	3.5 bar gauge (nominal pressure, delivery to a GDB)		

Contract Identifier	201610:10		
Contract Name	Supplementary Agreement (Taranaki By-Products)	Receipt Point(s)	Kapuni South
Contract Party	Nova Energy Limited	Delivery Point(s)	Okaiawa
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	MDQ is 1,680 GJ, MHQ is 70 GJ (See also Common Term 2a)		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has supplied a cash bond Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)		
section 2.4.17 (1) - maximum monthly amount of gas	52,080 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) - month of maximum monthly amount of gas	May		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	3.3 bar gauge (nominal pressure, delivery to a Direct Connect)		

Contract Identifier	201610:11		
Contract Name	Interruptible User Contract (Refining New Zealand)	Receipt Point(s)	Rotowaro
Contract Party	Nova Energy Limited	Delivery Point(s)	Marsden 1
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Interruptible capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	See Common term 2b		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has supplied a cash bond Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	No obligations (see Common Term 5b)		
section 2.4.17 (1) - maximum monthly amount of gas	322,000 GJ (estimated)		
section 2.4.17 (2) - month of maximum monthly amount of gas	July		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	19 bar gauge (nominal pressure, delivery to a Direct Connect)		

Contract Identifier	201610:12		
Contract Name	Interconnection Agreement for Marsden 1 Delivery Point	Receipt Point(s)	N/A
Contract Party	The New Zealand Refining Company Limited	Delivery Point(s)	Marsden 1
Contract Type	ICA	Interconnection Point(s)	Within the Delivery Point
Prescribed term (a) - goods or services to be supplied	Connection to First Gas' pipeline As per 1.1 of the ICA (see Common Term 1a)		
Prescribed term (b) - quantity supplied	Not Applicable		
Prescribed term (c) (ii) - timing of payment	As per section 10.4 of the ICA (see Common Term 3b)		
Prescribed term (c) (iii) - security for payment	No security for payment in place currently, services cannot begin until security of payment has been supplied as per section 8 of the ICA (see Common Term 4b)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	As per section 7 of the ICA (see Common Term 5c)		
section 2.4.17 (1) - maximum monthly amount of gas	Not Applicable		
section 2.4.17 (2) - month of maximum monthly amount of gas	Not Applicable		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	19 bar gauge (nominal pressure, delivery to a Direct Connect)		

Contract Identifier	201610:13		
Contract Name	Interconnection Agreement for Delivery Points	Receipt Point(s)	N/A
Contract Party	Vector Limited	Delivery Point(s)	Alfriston Bruce McLaren Drury 1 Harrisville 2 Henderson Hunua Kingseat Papakura Pukekohe Ramarama Tuakau 2 Waikumete Waitoki Warkworth 2 Wellsford Westfield
Contract Type	ICA	Interconnection Point(s)	Within each Delivery Point
Prescribed term (a) - goods or services to be supplied	Connection to First Gas' pipeline As per 1.1 of the ICA (see Common Term 1a)		
Prescribed term (b) - quantity supplied	Not Applicable		
Prescribed term (c) (ii) - timing of payment	As per section 10.4 of the ICA (see Common Term 3b)		
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating Complying with section 8 of the ICA (see Common Term 4b)		
Prescribed term (c) (iv) – First Gas' obligations when service is interrupted	As per section 7 of the ICA (see Common Term 5c)		
section 2.4.17 (1) - maximum monthly amount of gas	Not Applicable		
section 2.4.17 (2) - month of maximum monthly amount of gas	Not Applicable		

<p>section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed</p>	<p>Alfriston, 4.0 bar gauge Bruce McLaren, 10.5 bar gauge Drury 1, 3.5 5.5 bar gauge Harrisville 2, 5.5 bar gauge Henderson, 17.0 bar gauge Hunua, 3.5 bar gauge Kingseat, 2.7 bar gauge Papakura, 18.5 bar gauge</p>	<p>Pukekohe, 10.0 bar gauge Ramarama, 3.4 bar gauge Tuakau 2, 17.0 bar gauge Waikumete, 18.5 bar gauge Waitoki, 17.0 bar gauge Warkworth 2, 3.4 bar gauge Wellsford, 12.0 bar gauge Westfield, 18.1 bar gauge</p> <p>(nominal pressures, delivery to a GDB)</p>
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Contract Identifier	201610:14		
Contract Name	Supplementary Agreement (CHH Penrose)	Receipt Point(s)	Rotowaro
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Greater Auckland
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	MDQ is 1,600 GJ, MHQ is 80 GJ (See also Common Term 2a)		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has a guarantee from a third party with an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)		
section 2.4.17 (1) - maximum monthly amount of gas	49,600 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) - month of maximum monthly amount of gas	May		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	18.1 bar gauge (nominal pressure, delivery to a GDB)		

Contract Identifier	201610:15		
Contract Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni North
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Pokuru 2
Contract Type	ISC	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Interruptible capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	See Common Term 2c		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has a guarantee from a third party with an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	No obligations (see Common Term 5b)		
section 2.4.17 (1) - maximum monthly amount of gas	278,000 GJ (estimated)		
section 2.4.17 (2) - month of maximum monthly amount of gas	November		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	Pipeline pressure, typically 62 – 68 bar gauge (delivery to a Direct Connect)		

Contract Identifier	201610:16		
Contract Name	Interconnection Agreement for KGTP Bi-directional Point	Receipt Point(s)	KGTP
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	KGTP
Contract Type	ICA	Interconnection Point(s)	Within the Receipt and Delivery Point
Prescribed term (a) - goods or services to be supplied	Connection to First Gas' pipeline As per 1.1 of the ICA (see Common Term 1a)		
Prescribed term (b) - quantity supplied	Not Applicable		
Prescribed term (c) (ii) - timing of payment	As per section 11.4 of the ICA (see Common Term 3b)		
Prescribed term (c) (iii) - security for payment	As per 11.7 of the ICA (see Common term 4c)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	As per section 9 of the ICA (see Common Term 5c)		
section 2.4.17 (1) - maximum monthly amount of gas	Not Applicable		
section 2.4.17 (2) - month of maximum monthly amount of gas	Not Applicable		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	38 to 40 bar gauge (nominal pressure, gas receipt from and delivery to a Direct Connect)		

Contract Identifier	201610:17		
Contract Name	Supplementary Agreement (Lichfield 2 Delivery Point)	Receipt Point(s)	Pokuru
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Lichfield 2
Contract Type	SA	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Firm capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	MDQ is 3,900 GJ, MHQ is 222 GJ (See also Common Term 2a)		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has a guarantee from a third party with an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) - First Gas' obligations when service is interrupted	As per section 10 of the Code (see Common Term 5a)		
section 2.4.17 (1) - maximum monthly amount of gas	120,900 GJ (i.e. MDQ x 31)		
section 2.4.17 (2) - month of maximum monthly amount of gas	October		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	4.5 bar gauge (nominal pressure, delivery to a Direct Connect)		

Contract Identifier	201610:18		
Contract Name	Interruptible User Contract (PanPac)	Receipt Point(s)	Kapuni South
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Hastings
Contract Type	IUC	Interconnection Point(s)	N/A
Prescribed term (a) - goods or services to be supplied	Interruptible capacity for the transmission of gas from the Receipt Point to the Delivery Point		
Prescribed term (b) - quantity supplied	See Common term 2b		
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the Code (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment	Contract Party has a guarantee from a third party with an acceptable credit rating Complying with section 14 of the Code (see Common Term 4a)		
Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	No obligations (see Common Term 5b)		
section 2.4.17 (1) - maximum monthly amount of gas	30,000 GJ (estimated)		
section 2.4.17 (2) - month of maximum monthly amount of gas	October		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed	10.5 bar gauge (nominal pressure, delivery to a GDB)		

APPENDIX 3 – SUMMARY OF COMMON TERMS

Common Term Reference	Where Used	IDD Reference	Common Term Meaning
1a	ICA	Prescribed term (a) - goods or services to be supplied	First Gas will permit connection of the Interconnected Party's Pipeline, and the Interconnected Party will connect its Pipeline to the Delivery Point(s), on and subject to the terms and conditions set out in the agreement.
2a	SA	Prescribed term (b) - quantity supplied	<p>Capacity is the MDQ and MHQ specified in the agreement</p> <p>Actual usage of capacity on a day (i.e. the Delivery Quantity) is the GJ of gas taken by the Shipper at the Delivery Point for supply to the relevant end user, determined in accordance with section 6.5(a) or section 6.5(b) of the Code.</p>
2b	IUC	Prescribed term (b) - quantity supplied	<p>Capacity is the MDQ (and MHQ) as determined by the nominations and approval processes set out in the agreement which, notwithstanding its prior agreement, First Gas is entitled to interrupt wholly or in part at any time</p> <p>Actual usage of capacity on a day (i.e. the Delivery Quantity) is:</p> <ul style="list-style-type: none"> ○ Where there is no SA for the end user and Delivery Point: <ul style="list-style-type: none"> The GJ of gas taken by the Shipper at the Delivery Point for supply to the end user, determined in accordance with section 6.5(a) or section 6.5(b) of the Code; or ○ Where there is also an SA for the same end user and Delivery Point, the greater of: <ul style="list-style-type: none"> (a) DQ - SC; and (b) zero, <p>where:</p>

			<p>DQ (i.e. Delivery Quantity) is the GJ of gas taken by the Shipper at the Delivery Point for supply to the end user, determined in accordance with section 6.5(a) or section 6.5(b) of the Code; and</p> <p>SC (i.e. Supplementary Capacity) is the MDQ under the SA</p>
2c	ISC	Prescribed term (b) - quantity supplied	<p>Capacity is the MDQ (and MHQ) as determined by the nominations and approval processes set out in the agreement which, notwithstanding its prior agreement, First Gas is entitled to interrupt wholly or in part at any time.</p> <p>Actual usage of capacity on a day (i.e. the Delivery Quantity) is the GJ of gas taken by the Shipper on a day at the Delivery Point which, as per section 6.5(e) of the Code, is deemed to equal the MDQ approved by First Gas for that day.</p>
2d	ISC	Prescribed term (b) - quantity supplied	<p>Capacity is the MDQ (and MHQ) as determined by the nominations and approval processes set out in the agreement which, notwithstanding its prior agreement, First Gas is entitled to interrupt wholly or in part at any time</p> <p>Actual usage of capacity on a day (i.e. the Delivery Quantity) is the greater of:</p> <p>(a) $DQ - RC - SC$; and</p> <p>(b) zero,</p> <p>where:</p> <p>DQ is the GJ of gas taken by a Shipper at the Delivery Point, determined in accordance with section 6.5(c) of the Code;</p> <p>RC is the Shipper's aggregate Reserved Capacity for that Delivery Point (if any); and</p> <p>SC is the aggregate MDQ under the Shipper's SAs (if any) for that Delivery Point</p>

3a	SA, IUC and ISC	Prescribed term (c) (ii) - timing of payment	Payments must be by the later of the 20th day of the month in which the invoice is rendered or 10 Business Days after receipt of such invoice.
3b	ICA	Prescribed term (c) (ii) - timing of payment	Payments must be by the 20 th day of the month following the month in which the invoice is rendered.
4a	SA, IUC and ISC	Prescribed term (c) (iii) - security for payment	<p>From section 14 of the Code:</p> <p>14.2 By 1 January 2008 and at all times until the Shipper has paid all outstanding amounts and all amounts payable or which may become payable in the 30 months following expiry or termination of the Shipper's TSA, each Shipper must comply, at its election, with one of the following:</p> <ul style="list-style-type: none"> (a) hold an acceptable credit rating in accordance with section 14.3; (b) pay two separate cash bonds, one to First Gas and another to the BPP Trustee. First Gas and the BPP Trustee will deal with the respective bonds in accordance with this section 14; or (c) arrange for a third party to provide one or a combination of the following securities, for the amount required in accordance with this section 14, provided the party providing the security maintains an acceptable credit rating in accordance with section 14.3: <ul style="list-style-type: none"> (i) an unconditional payment guarantee or letter of credit in favour of First Gas or the BPP Trustee; (ii) an unconditional third party payment guarantee in favour of First Gas or the BPP Trustee; or (iii) a security bond in favour of First Gas or the BPP Trustee. <p>14.3 For the purposes of sections 14.2(a) and (c), an acceptable credit rating means a long term credit rating of at least Baa3 (Moody's Investor Services Inc.), BBB-</p>

			<p>(Standard & Poors Ratings Group), B (AM Best), B (Fitch), such other equivalent credit rating or other reference from a reputable person which is reasonably acceptable to First Gas or the BPP Trustee, as applicable, (including confirmation from an independent auditor that, in its opinion, the relevant Shipper or third party security provider satisfies the criteria that would be applied in the granting of such a credit rating).</p> <p>14.4 The Shipper or third party security provider (as the case may be) will provide such evidence of the acceptable credit rating (as set out in section 14.3), as First Gas or the BPP Trustee may from time to time reasonably require.</p> <p>14.5 The amount of a cash bond or the amount which may be payable to First Gas or the BPP Trustee pursuant to any security provided pursuant to section 14.2 (as the case may be) shall be:</p> <ul style="list-style-type: none"> (a) for the BPP Trustee, \$115,000; and (b) for First Gas, First Gas' reasonable estimate of three months of the Shipper's Transmission Charges (including GST).
4b	ICA	Prescribed term (c) (iii) - security for payment	<p>From section 8 of the ICA:</p> <p>8.1 At all times during the term of this Agreement and at all times until the Interconnected Party has paid all outstanding amounts and all amounts payable or which may become payable in the month following expiry or termination of this Agreement, the Interconnected Party must comply, at its election, with one of the following (each individually Credit Support):</p> <ul style="list-style-type: none"> (a) hold an acceptable credit rating in accordance with section 8.2; (b) arrange for a third party to provide one or a combination of the following securities, for the amount required in accordance with this section 8, provided the party providing the security maintains an acceptable credit rating in accordance with section 8.2:

			<ul style="list-style-type: none"> (i) an unconditional payment guarantee or letter of credit in favour of First Gas; or (ii) an unconditional third party payment guarantee in favour of First Gas; or (iii) a security bond in favour of First Gas <p>8.2 For the purposes of sections 8.1, an acceptable credit rating means a long term credit rating of at least Baa3 (Moody's Investor Services Inc.), BBB- (Standard & Poors Ratings Group), B (AM Best), B (Fitch) or such other equivalent credit rating or other reference from a reputable person which is reasonably acceptable to First Gas, (including confirmation from an independent auditor that, in its opinion, the relevant Interconnected Party or third party security provider satisfies the criteria that would be applied in the granting of such a credit rating).</p> <p>8.3 The Interconnected Party or third party security provider (as the case may be) will provide such evidence of the acceptable credit rating (as set out in section 8.2), as First Gas may from time to time reasonably require.</p> <p>8.4 The amount which may be payable to First Gas pursuant to any security provided pursuant to section 8.1 shall be First Gas' reasonable estimate of 3 months of the aggregate Interconnection Fees (the Charges) (including GST).</p>
4c	ICA	Prescribed term (c) (iii) - security for payment	Where an Interconnection Fee is payable in respect of a Delivery Point and the Interconnected Party defaults without reasonable excuse in the payment on the due date of such fee, then interest shall be payable on the amount unpaid from the due date for payment until actual payment is made, at a rate equal to the Bill Rate calculated on a Daily basis (compounded monthly).
5a	SA	Prescribed term (c) (iv) – First Gas' obligations when service is interrupted	First Gas shall: ...minimise the period of curtailment or shutdown to the extent reasonably practicable and resume making Gas available at a Delivery Point as soon as reasonably practicable; and

			<p>...minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable; and</p> <p>...provide each Shipper with an appropriate rebate of the Capacity Reservation Charge and any fixed charge which is not calculated by reference to the throughput of any quantity of Gas in an [SA] or pursuant to an ATS Notice, paid by that Shipper for the loss or reduction of transmission service as a result of the period of curtailment or shutdown, except to the extent that the Shipper has caused or contributed to any event or circumstance giving rise to such curtailment or shutdown.</p>
5b	IUC and ISC	Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	<p>First Gas has no obligation to provide any gas transmission capacity under an IUC or ISC, and may reduce, to any extent, any capacity it has previously agreed to provide (an “Interruption”).</p> <p>First Gas has no obligations (i.e. liability) to a Shipper arising from an Interruption under any IUC or ISC.</p>
5c	ICA	Prescribed term (c) (iv) – First Gas’ obligations when service is interrupted	<p>First Gas shall:</p> <p>...minimise the period of curtailment or shutdown to the extent reasonably practicable, and restore the Interconnected Party’s ability to take Gas as soon as reasonably practicable; and</p> <p>...minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable; and</p> <p>...In any case of curtailment or shutdown [arising from an Emergency, a Force Majeure Event, Critical Contingency, Maintenance or Scheduled Maintenance, no Shipper having a valid transmission agreement in respect of the relevant connection(s), or an Operational Flow Order], First Gas shall provide the Interconnected Party with an appropriate rebate of the Fixed Interconnection Fee for such curtailment or shutdown, except to the extent that the Interconnected Party:</p> <p>(a) caused or contributed to any event or circumstance giving rise to such curtailment or shutdown including [when it is unsafe to connect to the pipeline];</p>

			<p>(b) was carrying out Maintenance or Scheduled Maintenance during the curtailment or shutdown that reduced its ability to take Gas at the relevant connection(s); or</p> <p>(c) did not intend to take Gas at the relevant connection(s) during the curtailment or shutdown.</p>
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