



REGULATORY DISCLOSURE

Gas transmission services: Non-standard contracts disclosure

12 months ended 30 September 2019



1 Introduction

First Gas Limited (Firstgas) operates 2,500 km of gas transmission pipelines (the transmission system), and more than 4,800km of gas distribution pipelines across the North Island. These gas infrastructure assets transport gas from Taranaki for supply to major industrial gas users, electricity generators, businesses and homes, representing around 20 percent of New Zealand's primary energy supply.

For further information on Firstgas, please visit our website www.firstgas.co.nz.

Gas transmission system

During this disclosure period, Firstgas' transmission system consisted of two parts:

- The **Maui pipeline**, governed by the Maui Pipeline Operating Code (MPOC), being:
 - The gas transmission pipeline system from Oaonui to Huntly, including various laterals and interconnection points
- The **Non-Maui pipelines**, governed by the Vector Transmission Code (VTC), being the:
 - North Pipeline: commencing at the Rotowaro Receipt Point
 - Central North Pipeline: commencing at the Rotowaro South/Te Kowhai Receipt Points
 - Bay of Plenty Pipeline: commencing at the Pokuru 1 and 2 Receipt Points
 - Central South Pipeline: commencing at the Kapuni North Receipt Point
 - Frankley Road to Kapuni Pipeline: between the Frankley Road Bi-directional Point and Kapuni
 - South Pipeline: commencing at the Kapuni South Receipt Point,

including in each case, all Delivery Points on the pipeline.

Disclosure of new and modified non-standard contracts

This document is a regulatory disclosure prepared pursuant to sections 2.4.12(2), 2.4.15 and 2.4.17 of the *Gas Transmission Information Disclosure Determination 2012*, (ID Determination) consolidating all amendments as of 3 April 2018 issued by the Commerce Commission.

Firstgas¹ is required to disclose defined terms and conditions for any new non-standard contracts entered into, as well as any modifications to existing non-standard contracts made during the disclosure year.

The MPOC does not permit non-standard contracts. Firstgas provides transmission services to all Shippers on the Maui Pipeline in accordance with the standard terms and conditions set out in the MPOC. Hence this disclosure does not include any non-standard contracts relating to the Maui Pipeline.

The VTC allows Firstgas to enter into non-standard contracts² for gas transmission services on any Non-Maui Pipeline. This document represents Firstgas' required contract disclosures (the Disclosure) for the disclosure year 1 October 2018 to 30 September 2019.

This regulatory disclosure was prepared on 31 March 2020.

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

² See 2.7 of the VTC, which is available here: http://firstgas.co.nz/wp-content/uploads/VTC_Effective_1_October-2015.pdf

Further information

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2 Types of non-standard contracts

The VTC sets out the standard terms and conditions applicable to gas transmission on all Non-Maui pipelines. To use any Non-Maui Pipeline a party must have signed a VTC Transmission Services Agreement (TSA), thereby becoming a Shipper. A TSA is Firstgas' standard contract for the provision of gas transmission services.

The VTC also stipulates which standard terms and conditions may be varied in a non-standard transmission contract. A non-standard gas transmission contract can only be used to ship gas to the end-user, Delivery Point or site specified in that contract. Each non-standard contract sets out the specific standard terms of the VTC that it varies, and all remaining applicable standard terms and conditions are incorporated into the non-standard contract. Only Shippers may have a non-standard transmission contract.

Firstgas currently offers three types of non-standard gas transmission contracts, as set out below.

Non-standard transmission contracts:

- **Supplementary Agreement (SA)**
 - Sets the firm gas transmission capacity, being the maximum daily quantity (MDQ) and maximum hourly quantity (MHQ) of gas that Firstgas is required to receive at the Receipt Point(s) and the equivalent quantities of gas that Firstgas is required to make available to the Shipper at the Delivery Point(s)
- **Interruptible User Contract (IUC)**
 - Allows the Shipper to request, for and/or on each day, MDQ on an interruptible basis
- **Interruptible Shipper Contract (ISC)**
 - Allows the Shipper to request, for and/or on each day, MDQ on an interruptible basis; and
 - Capacity approved by Firstgas may be used only to ship gas from one part of a Non-Maui Pipeline to another, or between Non-Maui Pipelines (i.e. not for supply to an end-user).

Connection contracts

Firstgas also offers a contract that allows a party to physically connect to a Non-Maui Pipeline. Such contracts are not part of the VTC, though they reference a number of VTC provisions.

- **Interconnection Agreement (ICA)**
 - Provides for the right to connect at a receipt, delivery or bi-directional point (or more than one).

3 Disclosure format

The following appendices are provided with this disclosure:

- Appendix 1:** Lists the contract terms required to be disclosed by the ID Determination.
- Appendix 2:** Tabulates the new non-standard transmission contracts entered into during the disclosure year. Contract provisions and terms common to different contracts (Common Terms) are referenced by a number. The details of each Common Term are set out in Appendix 4.
- Appendix 3:** Tabulates the non-standard transmission contracts amended during the disclosure year. Again, Common Terms are referenced, and detailed in Appendix 4.
- Appendix 4:** Summarises the Common Terms referred to in Appendix 2 and Appendix 3.

Appendix 1: Contract terms to be disclosed

The ID Determination (IDD) requires Firstgas to disclose the terms listed in the table below in respect of any:

- New non-standard contracts entered into
- Modifications to an existing non-standard contract.

IDD Reference	IDD Requirement	Firstgas' Interpretation
Section 1.4.3: Prescribed terms and conditions (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 • each ICA, the right of connection to a pipeline
Section 1.4.3: Prescribed terms and conditions (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 Firstgas may be required to provide is determined by the amount of gas transmission capacity (MDQ and MHQ) set out in the contract • the actual quantity of goods and services that Firstgas provides is the daily delivery quantity under the contract, determined in accordance with the VTC.
Section 1.4.3: Prescribed terms and conditions (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 Firstgas invoice must be paid
Section 1.4.3: Prescribed terms and conditions (c) (iii)	Specify, determine, or provide for the determination of the security for payment for those goods or services	The payment security that Firstgas may require, in accordance with the VTC or ICA
Section 1.4.3: Prescribed terms and conditions (c) (iv)	Specify, determine, or provide for the determination of Firstgas' obligations and responsibilities (if any) to consumers if the supply of gas transmission services is interrupted	Firstgas understands this to relate only to its obligations when: <ul style="list-style-type: none"> • firm gas transmission capacity is curtailed under a SA only, since capacity under any IUC or ISC is inherently interruptible • an interruption has occurred and not to obligations Firstgas may have prior to an interruption, including to avoid or mitigate an interruption

IDD Reference	IDD Requirement	Firstgas' Interpretation
Section 2.4.17 (1)	The maximum monthly amount of gas (in GJ) 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	For firm capacity contracts (SAs), this is the contract MDQ multiplied by the number of days in the month in peak flow occurred (unless otherwise stated). For IUCs and ISCs, where no amount of capacity is stipulated in the contract but is determined by the nominations Firstgas approves, it is the actual daily quantity delivered.
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

The following Prescribed term is not required to be disclosed and is not disclosed in this Disclosure:

IDD Reference	IDD Requirement	Interpretation
Section 1.4.3: Prescribed terms and conditions (c) (i)	Specify, determine, or provide for the determination of the price at which those goods or services are to be supplied.	Disclose the price(s) for gas transmission services under each non-standard contract or how such price is determined Under section 2.4.12 (2) of the IDD, Firstgas is not required to disclose the price(s) applicable under any non-standard contract or how such price is determined

Appendix 2: New non-standard contracts

Contract Identifier		2019:01:SA							
Contract Type and Name	Supplementary Agreement (Auckland District Health Board)	Receipt Point(s)	Rotowaro						
Contract Party	Genesis Energy Limited	Delivery Point(s)	Greater Auckland						
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		<table border="1"> <thead> <tr> <th>Delivery Point</th> <th>MDQ</th> <th>MHQ</th> </tr> </thead> <tbody> <tr> <td>Greater Auckland</td> <td>1,401 GJ</td> <td>1/16th of MDQ</td> </tr> </tbody> </table> (see also Common Term 2a)		Delivery Point	MDQ	MHQ	Greater Auckland	1,401 GJ	1/16 th of MDQ
Delivery Point	MDQ	MHQ							
Greater Auckland	1,401 GJ	1/16 th of MDQ							
Prescribed term (c) (ii) - timing of payment		As per section 16.14 of the VTC (see Common Term 3a)							
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating This complies with section 14 of the VTC (see Common Term 4a)							
Prescribed term (c) (iv) – Firstgas’ obligations when service is interrupted		As per section 10 of the VTC (see Common Term 5a)							
section 2.4.17 (1) - maximum monthly amount of gas		43,431 GJ (i.e. MDQ x 31 days); actual maximum quantity was 30,021 GJ							
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		18 bar gauge (nominal delivery pressure)							

Contract Identifier		2019:02:ISC	
Contract Type and Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni North
Contract Party	Genesis Energy Limited	Delivery Point(s)	Pokuru 2
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 VTC (see Common Term 3a)	
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating This complies with section 14 of the VTC (see Common Term 4a)	
Prescribed term (c) (iv) – Firstgas' obligations when service is interrupted		No obligations (see Common Term 5b)	
section 2.4.17 (1) - maximum monthly amount of gas		184,010 GJ (actual)	
section 2.4.17 (2) - month of maximum monthly amount of gas		September	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		65 - 70 bar gauge (typical pipeline pressure range at the Delivery Point)	

Contract Identifier		2019:03:ISC	
Contract Type and Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni North
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Pokuru 2
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 VTC (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 This complies with section 14 of the VTC (see Common Term 4a)	
Prescribed term (c) (iv) – Firstgas’ obligations when service is interrupted		No obligations (see Common Term 5b)	
section 2.4.17 (1) - maximum monthly amount of gas		387,252 GJ (actual)	
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		65 - 70 bar gauge (typical pressure range at the Receipt Point)	

Contract Identifier		2019:04:ISC	
Contract Type and Name	Interruptible Shipper Contract (Kupe to Frankley Road)	Receipt Point(s)	Kupe
Contract Party	Genesis Energy Limited	Delivery Point(s)	Frankley Road-Bi
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 VTC (see Common Term 3a)	
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating This complies with section 14 of the VTC (see Common Term 4a)	
Prescribed term (c) (iv) – Firstgas' obligations when service is interrupted		No obligations (see Common Term 5b)	
section 2.4.17 (1) - maximum monthly amount of gas		304,107 GJ (actual)	
section 2.4.17 (2) - month of maximum monthly amount of gas		June	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		42 - 48 bar gauge (typical pipeline pressure range at the Delivery Point)	

Contract Identifier		2019:05:SA							
Contract Type and Name	Supplementary Agreement (Rimu Production Station)	Receipt Point(s)	Kapuni South						
Contract Party	Genesis Energy Limited	Delivery Point(s)	Mokoia						
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	<table border="1"> <thead> <tr> <th>Delivery Point</th> <th>MDQ</th> <th>MHQ</th> </tr> </thead> <tbody> <tr> <td>Mokoia</td> <td>300 GJ</td> <td>1/16th of MDQ</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>			Delivery Point	MDQ	MHQ	Mokoia	300 GJ	1/16 th of MDQ
Delivery Point	MDQ	MHQ							
Mokoia	300 GJ	1/16 th of MDQ							
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the VTC (see Common Term 3a)								
Prescribed term (c) (iii) - security for payment	Contract Party has an acceptable credit rating This complies with section 14 of the VTC (see Common Term 4a)								
Prescribed term (c) (iv) – Firstgas’ obligations when service is interrupted	As per section 10 of the VTC (see Common Term 5a)								
section 2.4.17 (1) - maximum monthly amount of gas	9,000 GJ (i.e. MDQ x 30 days); actual maximum quantity was 1,458 GJ								
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	65 – 75 bar gauge (typical pipeline pressure range at the Delivery Point)								

Contract Identifier		2019:06:SA							
Contract Type and Name	Supplementary Agreement (Whakatane Mill)	Receipt Point(s)	Pokuru						
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Whakatane						
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		<table border="1"> <thead> <tr> <th>Delivery Point</th> <th>MDQ</th> <th>MHQ</th> </tr> </thead> <tbody> <tr> <td>Whakatane</td> <td>3,400 GJ</td> <td>176 GJ</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>		Delivery Point	MDQ	MHQ	Whakatane	3,400 GJ	176 GJ
Delivery Point	MDQ	MHQ							
Whakatane	3,400 GJ	176 GJ							
Prescribed term (c) (ii) - timing of payment		As per section 16.14 of the VTC (see Common Term 3a)							
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond This complies with section 14 of the VTC (see Common Term 4a)							
Prescribed term (c) (iv) – Firstgas’ obligations when service is interrupted		As per section 10 of the VTC (see Common Term 5a)							
section 2.4.17 (1) - maximum monthly amount of gas		105,400 GJ (i.e. MDQ x 31 days); actual maximum quantity was 91,008 GJ							
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		3.5 bar gauge (nominal delivery pressure)							

Contract Identifier		2019:07:SA																			
Contract Type and Name	Supplementary Agreement (New Zealand Refining Company)	Receipt Point(s)	Rotowaro																		
Contract Party	Nova Energy Limited	Delivery Point(s)	Marsden 1																		
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		<table border="1"> <thead> <tr> <th>Period of the Year</th> <th>MDQ (GJ)</th> <th>MHQ (GJ)</th> </tr> </thead> <tbody> <tr> <td>October – December, inclusive</td> <td>13,800</td> <td rowspan="8">1/24th of the MDQ</td> </tr> <tr> <td>January</td> <td>14,200</td> </tr> <tr> <td>February</td> <td>14,600</td> </tr> <tr> <td>March and April</td> <td>15,200</td> </tr> <tr> <td>May and June</td> <td>15,600</td> </tr> <tr> <td>July</td> <td>14,800</td> </tr> <tr> <td>August and September</td> <td>13,600</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>		Period of the Year	MDQ (GJ)	MHQ (GJ)	October – December, inclusive	13,800	1/24 th of the MDQ	January	14,200	February	14,600	March and April	15,200	May and June	15,600	July	14,800	August and September	13,600
Period of the Year	MDQ (GJ)	MHQ (GJ)																			
October – December, inclusive	13,800	1/24 th of the MDQ																			
January	14,200																				
February	14,600																				
March and April	15,200																				
May and June	15,600																				
July	14,800																				
August and September	13,600																				
Prescribed term (c) (ii) - timing of payment			As per section 16.14 of the VTC (see Common Term 3a)																		
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond This complies with section 14 of the VTC (see Common Term 4a)																			
Prescribed term (c) (iv) – Firstgas’ 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		427,800 GJ (i.e. MDQ x 31 days); actual maximum quantity was 316,975 GJ																			
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		19 bar gauge (nominal delivery pressure)																			

Contract Identifier		2019:08:IUC	
Contract Type and Name	Interruptible User Contract (New Zealand Refining Company)	Receipt Point(s)	Rotowaro
Contract Party	Nova Energy Limited	Delivery Point(s)	Marsden 1
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 VTC (see Common Term 3a)	
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond This complies with section 14 of the VTC (see Common Term 4a)	
Prescribed term (c) (iv) – Firstgas' obligations when service is interrupted		No obligations (see Common Term 5b)	
section 2.4.17 (1) - maximum monthly amount of gas		895 GJ (actual)	
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		19 bar gauge (nominal delivery pressure)	

Contract Identifier		2019:09:SA																			
Contract Type and Name	Supplementary Agreement (New Zealand Refining Company)	Receipt Point(s)	Rotowaro																		
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Marsden 1																		
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		<table border="1"> <thead> <tr> <th>Period of the Year</th> <th>MDQ (GJ)</th> <th>MHQ (GJ)</th> </tr> </thead> <tbody> <tr> <td>October – December, inclusive</td> <td>13,800</td> <td rowspan="8">1/24th of the MDQ</td> </tr> <tr> <td>January</td> <td>14,200</td> </tr> <tr> <td>February</td> <td>14,600</td> </tr> <tr> <td>March and April</td> <td>15,200</td> </tr> <tr> <td>May and June</td> <td>15,600</td> </tr> <tr> <td>July</td> <td>14,800</td> </tr> <tr> <td>August and September</td> <td>13,600</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>		Period of the Year	MDQ (GJ)	MHQ (GJ)	October – December, inclusive	13,800	1/24 th of the MDQ	January	14,200	February	14,600	March and April	15,200	May and June	15,600	July	14,800	August and September	13,600
Period of the Year	MDQ (GJ)	MHQ (GJ)																			
October – December, inclusive	13,800	1/24 th of the MDQ																			
January	14,200																				
February	14,600																				
March and April	15,200																				
May and June	15,600																				
July	14,800																				
August and September	13,600																				
Prescribed term (c) (ii) - timing of payment			As per section 16.14 of the VTC (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 This complies with section 14 of the VTC (see Common Term 4a)																			
Prescribed term (c) (iv) – Firstgas' 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		458,800 GJ (i.e. highest MDQ x 31 days); actual maximum quantity was 412,352 GJ																			
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 delivery pressure)																			

Contract Identifier		2019:10:IUC	
Contract Type and Name	Interruptible User Contract (New Zealand Refining Company)	Receipt Point(s)	Rotowaro
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Marsden 1
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 VTC (see Common Term 3a)	
Prescribed term (c) (iii) - security for payment		Contract Party has supplied a cash bond This complies with section 14 of the VTC (see Common Term 4a)	
Prescribed term (c) (iv) – Firstgas’ obligations when service is interrupted		No obligations (see Common Term 5b)	
section 2.4.17 (1) - maximum monthly amount of gas		1,204 (actual)	
section 2.4.17 (2) - month of maximum monthly amount of gas		September	
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		19 bar gauge (nominal delivery pressure)	

Contract Identifier		2019:11:SA							
Contract Type and Name	Supplementary Agreement (Tatuanui Dairy Factory)	Receipt Point(s)	Te Kowhai						
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Tatuanui DF						
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	<table border="1"> <thead> <tr> <th>Delivery Point</th> <th>MDQ</th> <th>MHQ</th> </tr> </thead> <tbody> <tr> <td>Tatuanui DF</td> <td>1,650 GJ</td> <td>1/16th of MDQ</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>			Delivery Point	MDQ	MHQ	Tatuanui DF	1,650 GJ	1/16 th of MDQ
Delivery Point	MDQ	MHQ							
Tatuanui DF	1,650 GJ	1/16 th of MDQ							
Prescribed term (c) (ii) - timing of payment	As per section 16.14 of the VTC (see Common Term 3a)								
Prescribed term (c) (iii) - security for payment	Contract Party has supplied a cash bond This complies with section 14 of the VTC (see Common Term 4a)								
Prescribed term (c) (iv) – Firstgas’ obligations when service is interrupted	As per section 10 of the VTC (see Common Term 5a)								
section 2.4.17 (1) - maximum monthly amount of gas	51,150 GJ (i.e. MDQ x 31 days); actual maximum quantity was 42,891 GJ								
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	5.5 bar gauge (nominal delivery pressure)								

Contract Identifier		2019:12:SA							
Contract Type and Name	Supplementary Agreement (Southern Paprika)	Receipt Point(s)	Rotowaro						
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Warkworth						
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		<table border="1"> <thead> <tr> <th>Delivery Point</th> <th>MDQ</th> <th>MHQ</th> </tr> </thead> <tbody> <tr> <td>Warkworth</td> <td>1,500 GJ</td> <td>73 GJ</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>		Delivery Point	MDQ	MHQ	Warkworth	1,500 GJ	73 GJ
Delivery Point	MDQ	MHQ							
Warkworth	1,500 GJ	73 GJ							
Prescribed term (c) (ii) - timing of payment		As per section 16.14 of the VTC (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 This complies with section 14 of the VTC (see Common Term 4a)							
Prescribed term (c) (iv) – Firstgas’ 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		46,500 GJ (i.e. MDQ x 31 days); actual maximum quantity was 25,433 GJ							
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		14 bar gauge (nominal delivery pressure)							

Contract Identifier		2019:13:SA																	
Contract Type and Name	Supplementary Agreement (Glencore Agriculture NZ Ltd, Te Puke)	Receipt Point(s)	Pokuru																
Contract Party	Trustpower Limited	Delivery Point(s)	Te Puke																
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		<table border="1"> <thead> <tr> <th>Period of the Year</th> <th>MDQ (GJ)</th> <th>MHQ (GJ)</th> </tr> </thead> <tbody> <tr> <td>October – January, inclusive</td> <td>0</td> <td rowspan="6">18 GJ</td> </tr> <tr> <td>February</td> <td>50</td> </tr> <tr> <td>March and April</td> <td>150</td> </tr> <tr> <td>May and June</td> <td>200</td> </tr> <tr> <td>July and August</td> <td>100</td> </tr> <tr> <td>September</td> <td>50</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>		Period of the Year	MDQ (GJ)	MHQ (GJ)	October – January, inclusive	0	18 GJ	February	50	March and April	150	May and June	200	July and August	100	September	50
Period of the Year	MDQ (GJ)	MHQ (GJ)																	
October – January, inclusive	0	18 GJ																	
February	50																		
March and April	150																		
May and June	200																		
July and August	100																		
September	50																		
Prescribed term (c) (ii) - timing of payment		As per section 16.14 of the VTC (see Common Term 3a)																	
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating This complies with section 14 of the VTC (see Common Term 4a)																	
Prescribed term (c) (iv) – Firstgas’ 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 (highest MDQ x 30 days); actual maximum quantity was 7,183 GJ																	
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 delivery pressure)																	

Contract Identifier		2019:14:SA																					
Contract Type and Name	Supplementary Agreement (Glencore Agriculture NZ Ltd, Te Awamutu)	Receipt Point(s)	Pokuru																				
Contract Party	Trustpower Limited	Delivery Point(s)	Kihikihi (Te Awamutu)																				
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		<table border="1"> <thead> <tr> <th>Period of the Year</th> <th>MDQ (GJ)</th> <th>MHQ (GJ)</th> </tr> </thead> <tbody> <tr> <td>October – January, inclusive</td> <td>0</td> <td rowspan="9">18 GJ</td> </tr> <tr> <td>February</td> <td>100</td> </tr> <tr> <td>March</td> <td>150</td> </tr> <tr> <td>April</td> <td>250</td> </tr> <tr> <td>May and June</td> <td>300</td> </tr> <tr> <td>July</td> <td>200</td> </tr> <tr> <td>August</td> <td>100</td> </tr> <tr> <td>September</td> <td>50</td> </tr> </tbody> </table> <p>(See also Common Term 2a)</p>		Period of the Year	MDQ (GJ)	MHQ (GJ)	October – January, inclusive	0	18 GJ	February	100	March	150	April	250	May and June	300	July	200	August	100	September	50
Period of the Year	MDQ (GJ)	MHQ (GJ)																					
October – January, inclusive	0	18 GJ																					
February	100																						
March	150																						
April	250																						
May and June	300																						
July	200																						
August	100																						
September	50																						
Prescribed term (c) (ii) - timing of payment			As per section 16.14 of the VTC (see Common Term 3a)																				
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating This complies with section 14 of the VTC (see Common Term 4a)																					
Prescribed term (c) (iv) – Firstgas’ 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 (highest MDQ x 31 days); actual maximum quantity was 4,132 GJ																					
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 delivery pressure)																					

Contract Identifier		2019:15:SA		
Contract Type and Name	Supplementary Agreement (Kauri and Maungaturoto Dairy Factories)	Receipt Point(s)	Rotowaro	
Contract Party	Genesis Energy Limited	Delivery Point(s)	Kauri DF, Maungaturoto DF	
Prescribed term (a) - goods or services to be supplied		Firm capacity for the transmission of gas from the Receipt Point to the Delivery Points		
Prescribed term (b) - quantity supplied		Period of the Year	MDQ (GJ)	MHQ (GJ)
		October and November	5,000	1/20 th of MDQ
		December	4,500	
		January	4,250	
		February	4,000	
		March	3,750	
		April and May	2,750	
		June and July	2,500	
		August	4,500	
		September	5,000	
		The MDQ and MHQ apply to the Delivery Points collectively, provided that the Shipper may not take more than 2,600 GJ on any day or 130 GJ in any hour at either Delivery Point (See also Common Terms 2a)		
Prescribed term (c) (ii) - timing of payment		As per section 16.14 of the VTC (see Common Term 3a)		
Prescribed term (c) (iii) - security for payment		Contract Party has an acceptable credit rating This complies with section 14 of the VTC (see Common Term 4a)		
Prescribed term (c) (iv) – Firstgas’ obligations when service is interrupted		As per section 10 of the VTC (see Common Term 5a)		
section 2.4.17 (1) - maximum monthly amount of gas		150,000 GJ (i.e. MDQ x 30 days); actual maximum quantity was 122,999 GJ		
section 2.4.17 (2) - month of maximum monthly amount of gas		September		
section 2.4.17 (3) - pressure or pressures at which the gas is to be supplied or conveyed		Kauri DF: 3.6 bar g (nominal delivery pressure) Maungaturoto DF: 4.2 bar g (nominal delivery pressure)		

Contract Identifier		2019:16:IUC	
Contract Type and Name	Interruptible User Contract (PanPac)	Receipt Point(s)	Kapuni South
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Hastings
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 VTC (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 This complies with section 14 of the VTC (see Common Term 4a)	
Prescribed term (c) (iv) – Firstgas' obligations when service is interrupted		No obligations (see Common Term 5b)	
section 2.4.17 (1) - maximum monthly amount of gas		22,300 GJ (actual)	
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 delivery pressure)	

Appendix 3: Modified non-standard contracts

Contract Identifier		2019:01:SA							
Contract Type and Name	Supplementary Agreement (Auckland District Health Board)	Receipt Point(s)	Rotowaro						
Contract Party	Genesis Energy Limited	Delivery Point(s)	Greater Auckland						
Modified Term	Modification								
Prescribed term (b) - quantity supplied	<table border="1"> <thead> <tr> <th>Delivery Point</th> <th>MDQ</th> <th>MHQ</th> </tr> </thead> <tbody> <tr> <td>Greater Auckland</td> <td>1,301 GJ</td> <td>1/16th of MDQ</td> </tr> </tbody> </table> <p>(see also Common Term 2a)</p>			Delivery Point	MDQ	MHQ	Greater Auckland	1,301 GJ	1/16 th of MDQ
Delivery Point	MDQ	MHQ							
Greater Auckland	1,301 GJ	1/16 th of MDQ							
Expiry date of agreement	Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 September 2020								

Contract Identifier		2019:02:ISC	
Contract Type and Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni North
Contract Party	Genesis Energy Limited	Delivery Point(s)	Pokuru 2
Modified Term	Modification		
Expiry date of agreement	Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 September 2020		

Contract Identifier 2019:03:ISC			
Contract Type and Name	Interruptible Shipper Contract (Kapuni to Pokuru 2)	Receipt Point(s)	Kapuni North
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Pokuru 2
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 September 2020	

Contract Identifier 2019:04:ISC			
Contract Type and Name	Interruptible Shipper Contract (Kupe to Frankley Road)	Receipt Point(s)	Kupe
Contract Party	Genesis Energy Limited	Delivery Point(s)	Frankley Road-Bi
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 September 2020	

Contract Identifier 2019:05:SA			
Contract Name	Supplementary Agreement (Rimu Production Station)	Receipt Point(s)	Kapuni South
Contract Party	Genesis Energy Limited	Delivery Point(s)	Mokoia
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 September 2020	

Contract Identifier 2019:06:SA			
Contract Type and Name	Supplementary Agreement (Whakatane Mill)	Receipt Point(s)	Pokuru
Contract Party	Greymouth Gas New Zealand Limited	Delivery Point(s)	Whakatane
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 June 2020	

Contract Identifier 2019:07:SA			
Contract Type and Name	Supplementary Agreement (New Zealand Refining Company)	Receipt Point(s)	Rotowaro
Contract Party	Nova Energy Limited	Delivery Point(s)	Marsden 1
Modified Term	Modification		
Expiry date of agreement	Changed from 30 September 2019 to 31 December 2018		

Contract Identifier 2019:08:IUC			
Contract Type and Name	Interruptible User Contract (New Zealand Refining Company)	Receipt Point(s)	Rotowaro
Contract Party	Nova Energy Limited	Delivery Point(s)	Marsden 1
Modified Term	Modification		
Expiry date of agreement	Changed from 30 September 2019 to 31 December 2018		

Contract Identifier 2019:09:SA			
Contract Type and Name	Supplementary Agreement (New Zealand Refining Company)	Receipt Point(s)	Rotowaro
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Marsden 1
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to 31 December 2019	

Contract Identifier 2019:10:IUC			
Contract Type and Name	Interruptible User Contract (New Zealand Refining Company)	Receipt Point(s)	Rotowaro
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Marsden 1
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to 31 December 2019	

Contract Identifier 2019:12:SA			
Contract Type and Name	Supplementary Agreement (Southern Paprika)	Receipt Point(s)	Rotowaro
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Warkworth
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 September 2020	

Contract Identifier 2019:15:SA			
Contract Type and Name	Supplementary Agreement (Kauri and Maungaturoto Dairy Factories)	Receipt Point(s)	Rotowaro
Contract Party	Genesis Energy Limited	Delivery Point(s)	Kauri DF, Maungaturoto DF
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code replaces the VTC and 30 September 2020	

Contract Identifier 2019:16:IUC			
Contract Type and Name	Interruptible User Contract (PanPac)	Receipt Point(s)	Kapuni South
Contract Party	Vector Gas Trading Limited	Delivery Point(s)	Hastings
Modified Term		Modification	
Expiry date of agreement		Changed from 30 September 2019 to the earlier of the date the Gas Transmission Access Code comes into effect and 30 September 2020	

Contract Identifier 2019:17:SA			
Contract Type and Name	Supplementary Agreement (Kupe to Frankley Road)	Receipt Point(s)	Kupe
Contract Party	Genesis Energy Limited	Delivery Point(s)	Frankley Road-Bi
Modified Term		Modification	
section 2.4.17 (1) - maximum monthly amount of gas		Reduced from 1,209,000 GJ to 1,054,000 GJ	

Contract Identifier 2019:18:ICA			
Contract Type and Name	Interconnection Agreement for Mangorei Delivery Point	Delivery Point(s)	Mangorei
Contract Party	Todd Generation Taranaki Limited (TGTL)		
Modified Term		Modification	
Prescribed term (a) - goods or services to be supplied		TGTL issued Firstgas with the "Notice to Proceed" in accordance with the ICA, requiring Firstgas to design, construct, operate and maintain the Delivery Point	
Prescribed term (c) (iii) – security for payment		TGTL provided an unconditional bank payment guarantee to meet the credit support requirements set out in the ICA	

Contract Identifier 2019:19:ICA			
Contract Type and Name	Interconnection Agreement for TAG Receipt Point	Receipt Point(s)	Norfolk
Contract Party	TAG Oil (New Zealand) Limited (TAG)		
Modified Term		Modification	
Prescribed term (a) - goods or services to be supplied		TAG assigned the ICA to Tamarind NZ Onshore Limited, with Firstgas' approval	

Appendix 4: Summary of common terms

Some of the common terms in the following table are not used in this Disclosure but have been retained because they have been used in previous disclosures and are likely to be used again in future.

Common term reference	Where used	IDD reference	Common term meaning
1a	ICA	Prescribed term (a) - goods or services to be supplied	Firstgas 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 ICA.
2a	SA	Prescribed term (b) - quantity supplied	Capacity supplied is the MDQ and MHQ specified in the agreement. Capacity used 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 VTC.
2b	IUC	Prescribed term (b) - quantity supplied	Capacity supplied is the MDQ (and MHQ) determined by the nominations and approval processes set out in the contract, which Firstgas is entitled to interrupt wholly or in part at any time. Capacity used on a day (i.e. the Delivery Quantity) is: <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 VTC • Where there is also an SA for the same end user and Delivery Point: <ul style="list-style-type: none"> ○ The amount (if any) of the Delivery Quantity that exceeds the MDQ supplied under the SA.
2c	ISC	Prescribed term (b) - quantity supplied	Capacity supplied is the MDQ (and MHQ) determined by the nominations and approval processes set out in the contract, which Firstgas is entitled to interrupt wholly or in part at any time. Capacity used on a day (i.e. the Delivery Quantity) is the GJ of gas taken by the Shipper at the Delivery Point, determined in accordance with section 6.5(e) of the VTC.
2d	ISC	Prescribed term (b) - quantity supplied	Capacity supplied is the MDQ (and MHQ) determined by the nominations and approval processes set out in the contract, which Firstgas is entitled to interrupt wholly or in part at any time. Capacity used on a day is the amount (if any) of the Delivery Quantity that exceeds the MDQ supplied under the Kupe to Frankley Road Supplementary Agreement SA, where the Delivery Quantity) is the GJ of gas taken by a Shipper at the Delivery Point determined in accordance with section 6.5(c) of the VTC.
3a	SA, IUC and ISC	Prescribed term (c) (ii) - timing of payment	The Shipper must pay Firstgas for gas transmission services in accordance with section 16.14 of the VTC.
3b	ICA	Prescribed term (c) (ii) - timing of payment	The Shipper must pay Firstgas' interconnection charge(s) in accordance with the ICA.

Common term reference	Where used	IDD reference	Common term meaning
4a	SA, IUC and ISC	Prescribed term (c) (iii) - security for payment	<p>Section 14 of the VTC sets out the ways in which a Shipper may meet the prudential requirements relating to (respectively) gas transmission charges and balancing and peaking charges payable under the its TSA.</p> <p>A Shipper may choose to:</p> <ul style="list-style-type: none"> • Hold a long-term credit rating from a reputable person or agency reasonably acceptable to Firstgas • Pay two separate cash bonds, one to Firstgas in respect of gas transmission charges and another to Firstgas as BPP Trustee in respect of balancing and peaking charges • Arrange for a third party with a credit rating reasonably acceptable to Firstgas to provide one or more of: <ul style="list-style-type: none"> ○ An unconditional payment guarantee or letter of credit in favour of Firstgas or the BPP Trustee ○ An unconditional third-party payment guarantee in favour of Firstgas or the BPP Trustee ○ A security bond in favour of Firstgas or the BPP Trustee. <p>The Shipper or third party security provider may be required to provide evidence of its credit rating from time to time.</p> <p>The amount of a cash bond or the amount which may be payable to Firstgas or the BPP Trustee under any security provided shall be:</p> <ul style="list-style-type: none"> • Firstgas' reasonable estimate of 3 months' of the Shipper's gas transmission charges • for the BPP Trustee, \$115,000.
4b	ICA	Prescribed term (c) (iii) - security for payment	<p>Section 8 of the ICA sets out the ways in which the Interconnected Party may provide credit support in respect of charges payable under its ICA.</p> <p>The Interconnected Party may choose to:</p> <ul style="list-style-type: none"> • Hold a long-term credit rating from a reputable person or agency reasonably acceptable to Firstgas • Arrange for a third party with a credit rating reasonably acceptable to Firstgas to provide one or more of: <ul style="list-style-type: none"> ○ An unconditional payment guarantee or letter of credit in favour of Firstgas ○ An unconditional third party payment guarantee in favour of Firstgas ○ A security bond in favour of Firstgas. <p>The Interconnected Party or third party security provider may be required to provide evidence of its credit rating from time to time.</p> <p>The amount of credit support to be provided shall be Firstgas' reasonable estimate of 3 months' charges payable under the ICA.</p>
5a	SA	Prescribed term (c) (iv) – Firstgas' obligations when service is interrupted	<p>Firstgas may curtail or shutdown its provision of gas transmission services in accordance with section 10 of the VTC.</p> <p>Firstgas is required to:</p> <ul style="list-style-type: none"> • Curtail capacity under any IUC or ISC (if any) before curtailing any firm capacity • Allocate any remaining firm capacity on a fair basis (acting as a Reasonable and Prudent Operator and having regard to affected parties' requirements)

Common term reference	Where used	IDD reference	Common term meaning
			<ul style="list-style-type: none"> Notify any curtailment or shutdown as early as possible Where the curtailment or shutdown is to carry out scheduled maintenance, give each affected Shipper at least 30 days' notice Where practicable, undertake the provide curtailment or shutdown at a time which minimises the disturbance to Shippers Minimise the period of any curtailment or shutdown to the extent reasonably practicable and restore the ability to take gas at a Delivery Point as soon as reasonably practicable Minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable Rebate fixed charges (e.g. for capacity) to the extent a curtailment or shutdown reduces the supply of capacity to an affected Shipper.
5b	IUC and ISC	Prescribed term (c) (iv) – Firstgas' obligations when service is interrupted	<p>Under an IUC or ISC, Firstgas is not required to provide any amount of gas transmission capacity and may reduce, to any extent, any amount of interruptible capacity it has previously approved (an Interruption). Other than not charging for the previously approved interruptible capacity, Firstgas has no obligations (i.e. liability) to a Shipper arising from an Interruption.</p>
5c	ICA	Prescribed term (c) (iv) – Firstgas' obligations when service is interrupted	<p>Firstgas may curtail or shutdown the Interconnected Party's ability to inject gas at a Receipt Point or take gas at a Delivery Point in accordance with the ICA.</p> <p>Firstgas is required to:</p> <ul style="list-style-type: none"> Notify any curtailment or shutdown as early as possible Minimise the period of any curtailment or shutdown to the extent reasonably practicable and restore the Interconnected Party's ability to inject gas or take gas as soon as reasonably practicable Where practicable, undertake the provide curtailment or shutdown at a time which minimises the disturbance to the Interconnected Party's business or, in the case of a Delivery Point, the impact on end-users supplied with gas via that Delivery Point Where the curtailment or shutdown is required to carry out scheduled maintenance, give the Interconnected Party not less than the period of notice stipulated in the ICA Minimise the period of curtailment or shutdown required under an Operational Flow Order to the extent reasonably practicable and Rebate fixed charges payable under the ICA to the extent the curtailment or shutdown reduces the Interconnected Party's ability to inject or take gas.