

GENERAL TERMS AND CONDITIONS
(Continued)

16. PREGRANTED ABANDONMENT AND RIGHT-OF-FIRST-REFUSAL (Continued)

16.2 Right-of-First-Refusal: (Continued)

- b. Receipt Point(s), Delivery Location(s), Delivery Point(s), and the maximum daily quantities at each such points under the expiring or terminating Service Agreement, along with any applicable transportation pathway limitations;
 - c. Date of termination of the existing Service Agreement;
 - d. Bid open and close dates; and
 - e. Any special or minimum conditions, including bid evaluation criteria.
- (2) Bidding: Bids for available capacity may be submitted to Paiute in writing or via Paiute's Internet website, as specified in Paiute's posting. To constitute a valid bid, the bidder must satisfy all of the conditions set forth in Paiute's posting, as well as the provisions of Section 7 of the General Terms and Conditions applicable to requests for firm service. If the bidder is not an existing Shipper on Paiute's system, the bidder must complete and submit to Paiute, at or before the time of submitting its bid, the Transportation/Storage Service Request Form set forth in Section 25.1 of the General Terms and Conditions. The bidder must also satisfy Paiute's creditworthiness requirements set forth in Section 7.4 of the General Terms and Conditions. Paiute may reject bids for service that (i) may detrimentally impact the operational integrity of Paiute's system, (ii) do not satisfy or comport with all of the terms of Paiute's posting, or (iii) contain terms and conditions inconsistent with or contrary to those set forth in this tariff. A bidder may not have multiple bids pending consideration simultaneously for the posted capacity. All bids not withdrawn prior to the close of the bid period shall be binding.

Bids must include the following:

- a. Firm daily contract entitlement quantities to be acquired;