

GENERAL TERMS AND CONDITIONS  
(Continued)

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

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

- (5) Transporter will notify the existing Shipper if no acceptable bids were received for all or a portion of the contract entitlement quantity. Following such notification, the existing Shipper and Transporter will have twenty (20) Business Days in which to mutually agree to an acceptable new firm Service Agreement for any portion of the contract entitlement quantity for which no acceptable bids were received. The existing Shipper will be entitled to firm service under a new Service Agreement upon the termination of its expiring agreement, if Shipper agrees to pay the applicable maximum tariff rate for all or a portion of the contract entitlement quantity for which no acceptable bid was received. However, to retain a right-of-first-refusal, Shipper must agree to a new Service Agreement for such capacity at the applicable maximum tariff rate for a term of at least one year. If Shipper and Transporter fail to reach a mutually acceptable agreement within the twenty (20) Business Day period, Shipper's right-of-first-refusal will terminate, and Transporter will post the capacity on its Internet website as unsubscribed capacity in accordance with Section 7.1(b) of the General Terms and Conditions.

16.3 Extension of Existing Firm Service Agreements

- (a) Transporter and Shipper may mutually agree to the early termination of one or more existing firm Service Agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to such an arrangement, Shipper need not participate in a competitive bid process for the extension, nor must the underlying capacity be posted on Transporter's Internet website as unsubscribed available capacity prior to the extension.