

Shipper's FDD Service Agreement shall maintain an inactive status during the time period each Shipper is a party to a Consolidation Agreement. A Shipper initiating participation in an FDD Consolidation Agreement must provide written notice to Northern ten (10) business days prior to the beginning of the month the agreement is proposed to be effective. The agreement becomes valid on the date set forth in the agreement and upon execution by the parties.

A Shipper terminating participation in an FDD Consolidation Agreement must provide at least ten (10) days written notice to Northern to withdraw from the agreement effective at the end of that month. The notice to terminate must represent that the agent has consented and the distribution of all account balance information for the Shipper withdrawing from the consolidation agreement, including the volumes, the storage points associated with the volumes and the transportation used to inject the volumes into the storage account.

Shipper and agent/operator agree that agent is the sole nominator and sole agent under Shipper's FDD Service Agreement and the Consolidation Agreement.

By participating in this arrangement, Shipper recognizes that during that participation it is waiving certain rights it may have pursuant to Northern's Tariff, including the right to nominate under its individual FDD Service Agreement(s), the right to be billed individually, the individual right to object to an invoice except through its agent/operator, and any other rights associated with having the agreements handled separately.

Nothing herein relieves Shipper of its obligation under the respective FDD Service Agreements including, but not limited to, balancing and paying invoices as principals under the FDD Service Agreements. In the event the agent fails to pay the invoice, the Shipper will be given ten (10) calendar days from the date Northern notifies the Shipper to pay the invoice, subject to Section 8, Billing and Payment, of the GENERAL TERMS AND CONDITIONS of this Tariff. Each Shipper's balancing obligations will be determined on a pro rata basis. Unless otherwise agreed by the parties, obligation for all costs shall be distributed between the Shippers on a pro rata basis based on the original Firm Storage Quantities (FSQs).