

GENERAL TERMS AND CONDITIONS

Prior period adjustment time limits will be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision.

Should Shipper fail to pay part or all of the amount of any billing for services rendered or for any other charges hereunder, Northern may impose interest at the then effective Refund Interest Rate pursuant to the Commission's Regulations, from the due date until date of payment. If such failure to pay continues, Northern, in addition to any other remedy it may have, may suspend or terminate service hereunder after implementing a notification procedure in accordance with Section 16 of the General Terms and Conditions.

If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute, and at any time thereafter within twenty (20) days of a demand made by Northern for the balance furnishes a good and sufficient surety bond in amount and with sureties satisfactory to Northern, conditioned upon the payment of any amounts ultimately found due upon such billing after a final determination, which may be reached either by agreement or judicial or administrative proceeding, as the case may be, then Northern shall not be entitled to suspend or terminate service pursuant to this provision as a result of said dispute unless and until default is made in the conditions of such bond.

9. GROUP BILLING

For the purposes of billing, a Point of Delivery in a specific service agreement may be defined as a group of physical delivery points to the same, or affiliated, LDCs in the Market Area or Argus Zone in the Field Area, including municipally owned/cooperative distribution companies, where such delivery points are located in a single Operational Zone.

For purposes of this Section 9, "Affiliated" LDCs are local distribution companies, including municipalities, (1) which are divisions of the same corporation, (2) have a common parent company which owns 100% of the voting stock of the LDCs (either directly or through another wholly owned subsidiary, (3) wherein one LDC owns 100% of the voting stock of the other company(ies) (either directly or through another wholly owned subsidiary), or (4) which are organized as a gas purchasing authority or similarly-structured group, subject to Northern's reasonable approval.