

GENERAL TERMS AND CONDITIONS

To the extent construction of facilities is required to deliver gas at an hourly rate of 4.16%, Shipper shall be responsible for reimbursement of the associated costs. Northern and Shipper may mutually agree upon the method of reimbursement. Further, electronic flow measurement and flow control equipment is required at any point where Northern and a Shipper have agreed to such hourly takes. Northern will evaluate any such requests for negotiated hourly flow rates on a not unduly discriminatory basis.

6. Upon reasonable request of Shipper, Northern shall furnish information and copies of affidavits with respect to curtailments of Firm Service ordered under the provisions of this Section.
7. In the event end use curtailment is reimposed by an order of the Federal Energy Regulatory Commission or by court order, the provisions in this Section 19 pertaining to pro rata curtailment will be superseded and curtailment shall be effected on an end use basis.
8. For purposes of Section 19, Operating integrity will be determined using the following criteria: Weather forecast for the Market Area and for the Field Area; system conditions consisting of line pack, overall projected pressures at monitored locations, and storage field conditions; facility status defined as horsepower utilization and availability; and overall send-out projection and availability.

B. Supply

1. Receipt Point Supply Shortfall

If Northern experiences underdeliveries of quantities of gas into Northern's system which render Northern unable to meet its total throughput obligations and affect the operating integrity of its system, Northern shall have the right, after providing as much advance notice as possible, to interrupt deliveries in the affected area until Northern is able to identify the Producer(s) or Shipper(s) who have failed to tender volumes equal to the volumes nominated and scheduled. Curtailment will be effected in the following sequence after Northern has made a diligent effort to identify the deficient source:

- (a) If the deficient source(s) are known, Northern will curtail the corresponding market.
- (b) If the deficient source(s) are unknown, the smallest affected area at the receipt point will be localized and curtailed in the following sequence:
 - (i) Interruptible throughput will be curtailed on the basis of the lowest TI price first;
 - (ii) LFT service with Limited Days remaining for the month.
 - a. lowest price will be limited first;
 - b. greater number of remaining Limited Days second;
 - c. and then pro rata.
 - (iii) Firm service, including LFT with no Limited Days remaining for the month, at primary or alternate points will then be curtailed pro rata.

Corresponding markets will be curtailed in the same sequence described in paragraphs (b) (i)-(iii) above.

Receipt point volumes which are independently verifiable by Northern will not be subject to the receipt point supply shortfall provisions.

After receiving notification pursuant to this section, shippers who are able to confirm their deliveries to Northern will be permitted to resume their service in a reasonable period of time after such confirmation. Confirmation shall mean that Northern is able, in good faith, to determine that the shipper's gas is being received, or shipper has provided to Northern an affidavit in a form acceptable to Northern confirming their deliveries.

The foregoing provisions shall not relieve Northern from responsibility for acts of negligence or willful misconduct in implementing curtailment.