

GENERAL TERMS AND CONDITIONS

33. REALLOCATION:

No reallocations to the volumes received, transported or delivered by Northern shall be made unless the affected Shippers under the Throughput Service Agreements, the operator or its designee and Northern agree in writing to the reallocation within three (3) months from written notice from Northern of a proposed reallocation. The parties shall negotiate in good faith to reach such an agreement. Northern must receive written notice of a proposed reallocation within six (6) months of the initial month end allocation or no reallocations will be made.

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.

34. UNAUTHORIZED GAS:

"Unauthorized Gas" shall mean any volumes delivered to Northern from any receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by Northern. Shipper may claim the unauthorized gas, provided that claim therefor shall have been made within six (6) months from the date such unauthorized gas entered Northern's system.

Any revenues received for Unauthorized Gas shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.