

GENERAL TERMS AND CONDITIONS

G. Posting of Completed Release Transactions. Releases will remain posted for seven (7) days for informational purposes only, as follows:

- (i) All releases at maximum rate(s), Level I permanent releases and Level II and III prearranged releases: the name of the Releasing Shipper, name of the Acquiring Shipper, price, quantity and term.
- (ii) All other releases: the name of the Releasing Shipper, name of the Acquiring Shipper, the term, price, quantity, primary receipt and delivery point(s), whether subject to recall, whether the Acquiring Shipper is an affiliate of Northern or the Releasing Shipper, if known, and Releasing Shipper's best offer standard, if any.

H. Re-release. Re-releases will be allowed on the same terms and basis as the primary release (except as prohibited by the regulations).

I. Liability of Releasing Shipper on a Temporary Release.

For all temporary capacity releases, the Releasing Shipper will remain liable for the demand-related terms and conditions of the contract. Any other outstanding payments, imbalances or other liabilities accrued by the Acquiring Shipper will be the responsibility of the Acquiring shipper.

J. Rates

- (i) Commodity Charge. Offers for released capacity must contain the maximum firm commodity charge, regardless of whether primary or alternate firm receipt and delivery points are utilized, unless Northern and the Acquiring Shipper agree to a discount.
- (ii) Demand Credit. Unless Northern and the Releasing Shipper have agreed to a different credit, the Releasing Shipper will receive a demand charge credit equal to the amount of throughput reservation charges received from the Acquiring Shipper less any marketing fee if applicable. Such credit will be on the invoice for the month of the release.
- (iii) Marketing Fee. A negotiated marketing fee will be applicable when the Releasing or Acquiring Shipper agrees in advance to engage Northern's services and pay the fee.
- (iv) Maximum One-Part Rate. The maximum one-part rate that may be charged to an Acquiring Shipper cannot produce daily revenue that exceeds the revenue that would have been produced by use of Northern's maximum demand and commodity charges on a daily basis.
- (v) Maximum Two-Part Rate. The maximum two-part rate that a Releasing Shipper may charge cannot exceed Northern's maximum demand and commodity charges.

K. Billing.

For TF or TFX capacity, Northern shall directly bill the Acquiring Shipper the agreed to rate for the released capacity, as well as any applicable usage charges and penalties plus a marketing fee, if applicable. The Releasing Shipper will be billed at the contractual transportation rates, plus a marketing fee, if applicable. The Releasing Shipper will be credited in the same billing month with all demand-related revenues received from the Acquiring Shipper. Any amounts credited shall be limited to demand-related revenues received from the Acquiring Shipper.

L. Termination of Contract.

- (i) For Non-Payment by the Releasing Shipper. Northern may elect to terminate an Acquiring Shipper's service agreement upon 30 days written notice of such termination to an Acquiring Shipper, under the following conditions:
  - a. The Releasing Shipper has failed to pay in accordance with Section 8 of the GENERAL TERMS AND CONDITIONS of this tariff; and