

RATE SCHEDULE TFX
Firm Throughput Service

c) To the extent that the firm end use customer was not exclusively served by Northern, Northern will provide reduction rights on a pro rata basis to Northern's portion of all the customer's firm requirements if the LDC Shipper receives commensurate relief from all other pipelines.

d) The firm end use customer has ceased to pay or is expected to cease to pay the LDC Shipper for the firm entitlement used by the LDC to serve the firm end use customer and the LDC submits to Northern a request for reduction.

e) LDC Shipper's request for reduction shall state the requested effective date. LDC Shipper's request shall be accompanied by an affidavit from LDC Shipper setting forth the information supporting Shipper's request and such supporting documents as will allow Northern to evaluate the request and verify that LDC Shipper is eligible for a reduction under this section. Such information shall include the firm entitlement level associated with service to the firm end use customer.

f) The effective date of the reduction shall be prospective and shall be the later of:

i) the first day of the month following the date of the LDC Shipper's request,

ii) the date the firm end use customer ceased paying the LDC for the firm entitlement, or

iii) the effective date of the incremental firm service purchased from Northern.

C. System-Wide Rate Implementation

With the implementation of system-wide reservation rates, any eligible Shippers with MDQ at the Recourse Rate may participate in an open season to realign receipt or delivery points, subject to capacity availability, in accordance with Section 23 of the GENERAL TERMS AND CONDITIONS of this Tariff.

5. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its MDQ contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation a) in excess of the MDQ specified at a point in the TFX Agreement (Primary Point) or b) at any other point on Northern's system, (Alternate Point) such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.