

6. POSSESSION OF GAS AND RESPONSIBILITY

Northern shall be deemed to be in possession of the gas delivered hereunder by Shipper under a Throughput Service Agreement only from the time that it is received by Northern for transportation hereunder at the Point(s) of Receipt until it is delivered to Shipper at the Point(s) of Delivery. Shipper shall be deemed to be in possession of such gas prior to such receipt by Northern and after such delivery by Northern. As between Northern and Shipper under a Deferred Delivery Service Agreement, Northern shall be in control and possession of the gas from the time Shipper delivers gas to Northern at a receipt point, and prior to the time the same shall have been redelivered to Shipper. During such times as the gas is deemed to be in the control and possession of the respective party as set forth herein, said party shall be responsible for risk of the loss of the gas and shall hold harmless the other party of and from any and all damages, liabilities, expenses (including attorneys' fees and court costs), and/or injuries, including death of persons, arising during said party's possession. The foregoing provisions of this paragraph shall not relieve either party hereto from responsibility for acts of negligence of such party, its agents or employees.