

3. RATE SCHEDULE GS-T - FIRM THROUGHPUT SERVICE

A. Availability

This Rate Schedule is available to the Market Area Small Customers with daily firm entitlement of 5,500 Mcf or less for the firm transportation of gas that received service pursuant to Northern's Rate Schedule GS on May 18, 1992 (Grandfathered, as shown in Part 10), whether such gas is purchased from a third party supplier, pursuant to a firm GS-T Throughput Service Agreement by Northern under the following terms and conditions:

1. Shipper has executed a Firm GS-T Throughput Service Agreement ("GS-T Agreement") in the form contained in Northern's FERC Gas Tariff;
2. The throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the GENERAL TERMS AND CONDITIONS of this Tariff;
3. Shippers under this GS-T Rate Schedule must utilize the GS-T firm entitlement at the designated TBS delivery point(s) as of May 18, 1992 or delivery points for that same community. The GS-T service must be fully utilized prior to any TI services for that GS-T Shipper or any party as agent for the GS-T Shipper. TF firm entitlement may be utilized prior to GS-T.
4. Shipper who has a GS-T Agreement shall also be eligible to purchase SMS, Northern's no-notice throughput service.
5. Shipper shall have the option to request firm throughput service (a) solely for the Market Area, (b) solely for the Field Area, or (c) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate flexible receipt and delivery points is determined by which option is chosen by the Shipper.

B. Rates and Charges

Separately stated GS-T Market Area and GS-T Field Area rates, as shown in Part 4, Section 3 of this Tariff, shall apply in accordance with the GS-T Shipper's agreement(s) described in Subpart A. above.

In addition, the GS-T Shipper shall pay the daily delivery variance charge, overrun charges, out-of-balance charges, penalties, surcharges, and any other applicable charges as set forth in this Tariff.

C. Term of GS-T Agreement

GS-T Agreements entered into with GS Customers shall retain any unilateral rollover right (grandfathered rollover right) contained therein or contained in a GS Customer's existing TF agreements. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original GS-T agreement, or a rollover at less than maximum rates, then the MDQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the MDQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall be subject to the Right of First Refusal process.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers, and other extensions.

D. General Terms and Conditions

The GENERAL TERMS AND CONDITIONS of this Tariff are hereby incorporated into and made a part of this Rate Schedule.