

19.4 Emergency Exemption

During periods of curtailment of Firm Service, upon notification by a firm Shipper that such curtailment would result in an emergency situation where relief from curtailment is required to forestall irreparable injury to life or property, including environmental emergencies, Northern shall have the right, in order to respond to such emergency, to exempt an ultimate consumer or Shipper from curtailment under this Section. Upon receipt of the request for exemption, Northern will adjust the curtailment of all other shippers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the emergency situation. While Northern will make adjustments in curtailment promptly upon granting the exemption, the exempted Shipper will submit within twenty-four (24) hours to Northern a sworn statement, including a detailed verification of the emergency situation and the ultimate customer(s) involved and the precise volume delivered to such consumer or consumers. In addition, the sworn statement must attest as follows:

- (1) said Shipper is serving end users who would suffer an irreparable injury to life or property, including environmental emergencies, if curtailed;
- (2) said Shipper has discontinued service to its interruptible customers including Shipper's own interruptible use, and has taken all other actions consistent with prudent operations to cope with the emergency;
- (3) said Shipper has not relied on interruptible transportation to serve the end users referenced in (1) above at the time of curtailment;
- (4) said Shipper has not relied on purchases of interruptible gas to serve the end users referenced in (1) above at the time of curtailment; and
- (5) said Shipper at the time of curtailment has curtailed its customers not in danger of suffering an irreparable injury to life or property, including environmental emergencies.

The submission of an affidavit limits compensation for the gas taken by the Shipper exempted from curtailment pursuant to this Section 19.4. above its curtailment share to the liquidated damages pursuant to Section 19.6.(1). If no affidavit is submitted within the required period, or if the affidavit is determined to contain false information, then the exempted Shipper will be required to compensate the other curtailed Shippers according to Section 19.6.(1) and will not be limited by said liquidated damages provision. Shipper will also be subject to any DDVC's as set forth in Section 19.1.B.

Once Northern has called a capacity curtailment, Northern will not accept or schedule any subsequent nomination in excess of a customer's pro rata allocation as adjusted for this emergency exemption provision and for Section 19.5.

Northern shall not be held liable for granting an emergency exemption under this Section.