

33. REALLOCATION

No reallocations to the quantities received, transported or delivered by Northern shall be made unless the affected Shipper(s) under the Throughput Service Agreements, the operator or its designee, if applicable, and Northern agree in writing to the reallocation. The parties shall negotiate in good faith to reach such an agreement. The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.