

45. WARRANTY

In the event Northern does not have title to the gas being transported, Shipper warrants that Shipper at the time of delivery of gas to Northern will have good title to all such gas pursuant to contractual arrangements entered into prior to commencement of service, and that it will deliver, or cause to be delivered, such gas free from all liens, encumbrances and claims whatsoever; provided, however, that pursuant to Section 44, of these GENERAL TERMS AND CONDITIONS, Shipper or its designee may elect to retain the right to process such gas for the removal of liquids and liquifiable hydrocarbons, but in such instances Shipper warrants that it or its designee has good right to do so pursuant to contractual arrangements entered into prior to commencement of service. Shipper will indemnify Northern and save it harmless from all suits, actions, debts, liabilities, accounts, damages, costs, losses, and expenses (including attorneys' fees and court costs) arising out of the adverse claim of any person or persons claiming ownership of any interest in the gas or for any taxes, licenses, royalties, fees, or charges which are applicable prior to the time of delivery of such gas to Northern. In the event any adverse claim of any character whatsoever is asserted with respect to any of said gas, Northern shall have the right to suspend service under the Service Agreement until such time as Shipper's title or right to deliver is free from question.