

GENERAL TERMS AND CONDITIONS

22. RESERVATION CHARGE CREDITS

- A. Availability of Credit. If Northern fails to provide primary deliveries under a Firm Throughput Service Agreement(s) to Shipper that are scheduled on Gas Day 1 or required on any Gas Day, Shipper, subject to the provisions of this Section 22, may be eligible for a reservation charge credit. To the extent quantities flow through an Alternate Receipt Point(s) and/or Alternate Delivery Point(s), no reservation charge credit will be applicable.
- B. Individually Negotiated Provisions. Northern and Shipper may agree to negotiate reservation charge credits. Shippers with Firm Throughput Service Agreements with individually-negotiated provisions relating to reservation charge credits shall be subject to the terms of such agreement.
- C. Definitions. For the purpose of this Section 22 only, the following definitions apply:
 - 1. "Adjustment" means the per Dth credit to the Shipper's equivalent daily reservation charge that Shipper may be eligible for due to the occurrence of an Event.
 - 2. "Event" means the occurrence of an operational impairment that impacts the use of Northern's system under a Firm Throughput Service Agreement(s), such that Shipper's Nominated Quantities are not delivered by Northern from Shipper's Primary Receipt Point(s) to Shipper's Primary Delivery Point(s). An Event commences as set forth in the applicable Notification.
 - 3. "Notification" means Northern's posting of an Event caused by Force Majeure or caused by other than Force Majeure (non-Force Majeure) on its customer activities website. For purposes of this Section 22, for the two years commencing on January 1, 2013, Force Majeure includes outages due to Pipeline and Hazardous Materials Safety Administration ("PHMSA") orders pursuant to section 60139(c), Maximum Allowable Operating Pressure, of Chapter 601 of Title 49 of the United States Code ("section 60139(c)"). To the extent reasonably known, Notification will include a description of the Event, when the Event commenced, the anticipated duration of the Event, the areas of Northern's system and Delivery Point(s) expected to be impacted during the Event, and the specific PHMSA order issued pursuant to section 60139(c), if applicable.