

Nothing contained herein shall be construed as requiring Northern to meet the estimated quantities or as precluding revisions in such estimates as conditions may require. Northern and Shipper shall enter into an ILD transaction setting forth the specifics of the delivery.

The conditions of delivery are as follows:

- (a) Unless agreed to otherwise, Shipper shall provide at least a 24-hour notice prior to each delivery; such notice shall state the date and time the carrier will arrive at the LNG Plant, and the quantity of LNG to be delivered.
- (b) It shall be Shipper's responsibility to assure that Shipper's receiving facilities are compatible with Northern's delivery facilities.
- (c) The carrier's transportation vehicle and operator shall be, and remain, in complete compliance with all codes and regulations pertaining to the transportation and handling of LNG.
- (d) Northern may refuse to 1) allow Shipper's transportation vehicle to enter its property or 2) load LNG, at any time, in Northern's sole discretion, if the LNG is needed for Northern's use, or for reasons of safety or security.
- (e) Other reasonable terms and conditions as may be specified in a posting by Northern when Northern makes LNG generally available.

If Shipper fails to take delivery of any scheduled and confirmed quantities twice within the same calendar year, Northern may terminate the ILD Service Agreement for such Shipper and refuse to provide ILD Service to the Shipper in the future.

5. MEASUREMENT.

The quantity of LNG delivered by Northern to Shipper shall be determined in accordance with industry standards and may be by weight or by metered quantity. The weight or metered quantity of LNG so delivered shall be converted into Dth in accordance with the American Gas Association Gas Measurement Committee Report No. 5 of Fuel Gas Energy Metering, as amended, expanded or superseded from time to time, applied in an appropriate manner. If both a weight and a metered quantity are provided, the weight will be used to determine the Dth equivalent to be transported to the LNG Plant by Shipper.

6. SHIPPER'S DELIVERY OF NATURAL GAS TO NORTHERN FOR LIQUEFACTION.

Within ten (10) days after Shipper receives LNG under this Rate Schedule (Pay Back Period), Shipper shall transport gas under a throughput service agreement to the LNG Plant delivery point. The quantity of natural gas transported to the LNG Plant delivery point shall be the natural gas equivalent of the LNG (in Dth) delivered by Northern to Shipper under this Rate Schedule (Pay Back Volume). To the extent Shipper fails to deliver the Pay Back Volume within the Pay Back Period, Northern may invoice Shipper at 150% of Northern's replacement cost. To the extent Shipper is unable to transport natural gas to Northern due to capacity allocations on Northern's system, Northern will provide a grace period of one day for each day that the ILD Shipper's nomination was unable to be scheduled by Northern during the Pay Back Period.

Only Shippers' with an ILD Service Agreement, or the Shipper's designee, shall be allowed to nominate the LNG Plant delivery point for transportation service.