

GENERAL TERMS AND CONDITIONS

33. REALLOCATION:

No reallocations to the volumes received, transported or delivered by Northern shall be made unless the affected Shippers under the Throughput Service Agreements, the operator or its designee 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.

34. UNAUTHORIZED GAS:

"Unauthorized Gas" shall mean any volumes delivered to Northern from any receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by Northern. Shipper may claim the unauthorized gas, provided that claim therefor shall have been made within six (6) months from the date such unauthorized gas entered Northern's system.

Any revenues received for Unauthorized Gas shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.