

GENERAL TERMS AND CONDITIONS

- I. Revenues associated with DDVC charges shall be credited to Shippers in accordance with Section 57 of the GENERAL TERMS AND CONDITIONS of this Tariff.
- J. In the event a Shipper would be assessed both a receipt point scheduling penalty and DDVC charge for the same scheduling variance from a receipt point to a delivery point, Northern will charge the Shipper the higher of the receipt point scheduling penalty or the DDVC charge, but not both.
- K. Northern reserves the right to waive DDVC's in a not unduly discriminatory manner. In the event Northern calls a Critical or SOL Day, negative DDVCs for the affected area will be waived. In the event Northern calls an SUL day, positive and punitive DDVCs for the affected area will be waived.
- L. Northern shall provide affected parties with notification of Critical Days through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Northern have agreed to exclusive notification via EDI/EDM, the affected party should provide Northern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of Critical Days. The obligation of Northern to provide notification is waived until the above requirement has been met. Northern will support the concurrent sending of electronic notification of Critical Days to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery.

49. No-Notice Obligation

Pursuant to Order No. 636, et seq., Northern is obligated to provide to previously existing firm sales customers a no-notice throughput service. Northern will meet this obligation through its System Management Service (SMS).

50. A. System Balancing Agreement (SBA)

Northern may enter into SBA or alternative agreements that provide for Peaking and Pack and Draft SBAs each year as needed. SBAs are agreements between a party and Northern that will provide that the SBA provider will, at Northern's direction, move gas to and from Northern's pipeline system by creating a positive or negative balance on the SBA agreement. The SBA provider may be any qualified LDC, producer, supplier or Shipper. SBA fees to fulfill the overall SBA requirements will be as agreed to between SBA providers and Northern.

B. Annual Report for Operational Purchases and Sales

Northern may make operational purchases and sales of natural gas in order (1) to maintain system pressure and line pack; (2) to balance Fuel and UAF quantities; (3) to implement the imbalance procedures in this Tariff; and (4) to perform other operational functions in connection with transportation, storage and other similar services.

On or before May 1, 2021, and by May 1 of each year thereafter, Northern will file an annual report reflecting the operational purchases and sales for the 12 month period ending the preceding December 31. The annual report will identify the following: (1) the source of the operational gas purchased or sold; (2) the date of such sale or purchase; (3) the volume; (4) the purchase or sale price; (5) the costs and revenues from such purchase or sale; (6) the disposition of the associated costs and revenues; and (7) an explanation of the purpose of any operational transaction.