

RATE SCHEDULE TF  
Firm Throughput Services

AND CONDITIONS of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its Total Aggregate MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation a) in excess of the MDQ specified at a point in the Firm Throughput Service Agreement (Primary Point) or b) at any other point on Northern's system through which Shipper is entitled to transport under Rate Schedule TF, (Alternate Point) such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its Total Aggregate MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the GENERAL TERMS AND CONDITIONS of this Tariff.

5. TERM OF TF AGREEMENT.

The TF Agreement must be executed by Shipper prior to commencement of service.

Northern and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions.

A. TF Agreements

- 1) TF Agreements entered into pursuant to the New Services Settlement and prior to implementation of Order No. 636, shall retain any unilateral rollover right (grandfathered rollover right) contained therein. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original TF agreement, or a rollover at less than maximum rates, then the MDQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the MDQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall not be subject to the Right of First Refusal process. If a Shipper under an agreement containing a grandfathered rollover right provides notice of termination pursuant to the agreement, it must notify Northern at the same time of its desire to have the capacity posted for bids in the Right of First Refusal process. If Shipper does not so notify Northern, the MDQ shall not be subject to the Right of First Refusal process.
- 2) TF Agreements at maximum rates with a term of twelve (12) or more consecutive months of service or for a term of more than one (1) year for service not available for twelve consecutive months and TF Agreements at discounted rates entered into prior to March 27, 2000, with a term equal to or greater than one (1) year, shall have a guaranteed Right of First Refusal as provided in paragraph B. herein and pursuant to Section 52 of the GENERAL TERMS AND CONDITIONS of this tariff. Northern and Shipper may mutually agree to include ROFR rights in other TF Agreements on a not unduly discriminatory basis.
- 3) TF Agreements with a term up to, but not including, twelve (12) consecutive months of service or for one (1) year or less, shall not be eligible for the Right of First Refusal process. The service will be automatically abandoned upon expiration of the term.