

4.4 RATE SCHEDULE IT INTERRUPTIBLE TRANSPORTATION SERVICE

4.4.1 AVAILABILITY

This rate schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of gas by Great Lakes Pipeline Canada Ltd. (hereinafter referred to as "Transporter"), when:

- (a) Transporter has determined that it has sufficient available capacity to perform interruptible Transportation Service requested by Shipper; and
- (b) Shipper and Transporter have executed a Transportation Service Agreement (Agreement) in the form prescribed under this Rate Schedule IT of Transporter's Gas Tariff, for interruptible service under this rate schedule.

4.4.2 APPLICABILITY AND CHARACTER OF SERVICE

Transporter shall accept for the account of Shipper at the point of receipt on any Gas Day the quantity of gas tendered by or for the account of Shipper, plus applicable Transporter's Use as determined in Section 5.18 of the General Terms and Conditions of this Gas Tariff. Upon receipt of such gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of gas at the point of delivery.

Transportation Service rendered under this rate schedule shall be interruptible.

Delivery of natural gas under this Rate Schedule IT shall be subject to curtailment or interruption as provided in Section 5.11 of the General Terms and Conditions of this Gas Tariff.

Service under this rate schedule terminates upon the expiration of the primary term of the Agreement. In the event that Shipper does not nominate the Agreement during any 12 (twelve) consecutive months, Transporter shall have the right to terminate the Agreement. Transporter shall provide written notice (mail, e-mail, or fax) of such termination. Upon receipt of Shipper's request, the Agreement will not be terminated.

4.4.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Gas Tariff, are applicable and made a part of this rate schedule.

4.4.4 RATES AND CHARGES

Shipper shall pay to Transporter each month, for service provided pursuant to this rate schedule, the sum of the amounts due under the subsections of this Section 4.4.4. Such amounts shall be computed using the applicable rate set forth in Section 3 of this Gas Tariff, provided, however, that Transporter shall have the ability to discount the rate as set forth in Section 3 in consideration for a volume or term commitment by Shipper, for competitive reasons, or for reasons otherwise mutually agreed between Transporter and Shipper. Such rate shall be set forth in writing in Shipper's Agreement.

4.4.4.1 Interruptible Transportation Service Charge.

A rate, as stated in Section 3, or as otherwise negotiated between Transporter and Shipper, shall be paid for each GJ of gas received from or on behalf of Shipper at the point of delivery during the Month pursuant to the Agreement.

4.4.4.2 Changes in Rates.

The rates specified in this Tariff for the service performed by Transporter for Shipper under this Rate Schedule IT will be in effect until replaced or superseded by some other legally effective rate applicable to that service.

4.4.5 ADDITIONAL CHARGES

Shipper shall reimburse Transporter for all fees required by any regulatory body that are separately assessed and directly related to the service provided under this rate schedule.

4.4.6 CREDITWORTHINESS

Any Shipper or potential Shipper under this Rate Schedule shall be subject to the creditworthiness requirements of Section 5.17 of the General Terms and Conditions of this Gas Tariff.