RATE SCHEDULE IT Interruptible Transportation Service

1. AVAILABILITY

This rate schedule is available for interruptible Transportation of Natural Gas by Transporter for any party (hereinafter called "Shipper"), when:

- (a) Shipper has made a valid request for interruptible Transportation and has met the standards set forth in Section 3 of the General Terms and Conditions of this Tariff of which this rate schedule is a part; and
- (b) Shipper has executed a Transportation Service Agreement in the form contained in this Tariff of which this rate schedule is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule IT and the rates set forth herein shall apply to all interruptible Transportation Service rendered under Transportation Service Agreements for such service whenever Transporter is able and willing to offer such interruptible Transportation Service. Transportation service provided hereunder is subject to curtailment or interruption as Transporter deems necessary. To the extent tendered by Shipper or Shipper's Agent, Transporter shall receive from Shipper, or for the account of Shipper, at points on Transporter's system (hereinafter referred to as "Receipt Point(s)") for Transportation hereunder daily quantities of Gas up to Shipper's Maximum Transportation Quantity (taking into account the L & U Percentage) as specified in the Transportation Service Agreement.
- 2.2 Upon receipt of such Natural Gas from Shipper or for Shipper's account, Transporter shall (after making allowance for the L & U Percentage) transport and deliver to Shipper or to a downstream entity for Shipper's account quantities of Gas up to Shipper's Maximum Equivalent Quantity at such points on Transporter's system as have been scheduled for the delivery of Gas for Shipper's account (hereinafter referred to as "Delivery Point(s)").
- 2.3 Provided such quantities have been scheduled in accordance with Section 4 of the General Terms and Conditions of this Tariff, Shipper may obtain Transportation of quantities of Gas in excess of its Maximum Transportation Quantity on any day if in Transporter's reasonable judgment Transportation of such Gas can be accomplished by Transporter without detriment to any other Shipper under any of Transporter's rate schedules. Such excess quantities shall be deemed to be Authorized Overrun Quantities.

3. RATE

- 3.1 Unit Rates. The applicable maximum and minimum unit rates are set forth in the Statement of Rates for Rate Schedule IT and are hereby incorporated herein. The applicable unit rates to be charged on any day by Transporter for Gas scheduled for Shipper shall not be in excess of the maximum unit rate nor less than the minimum unit rate. The same minimum and maximum rates are applicable whether the service constitutes a Backhaul or otherwise.
- 3.2 Monthly Bill. For Shippers executing a Transportation Service Agreement pursuant to this IT Rate Schedule and beginning with the Commencement Date and for each Month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - Commodity Charge: The applicable commodity rate multiplied by the quantity of Gas scheduled in the Month (excluding Authorized Overrun Quantities) at the Delivery Point(s); plus
 - (b) Authorized Overrun Charge: The applicable authorized overrun charge per MMBtu multiplied by the Authorized Overrun Quantity scheduled for Shipper for the Month under this rate schedule; plus
 - (c) Imbalance Charges: The applicable imbalance charges assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
 - (d) Scheduling Penalties: The applicable scheduling penalties assessed

pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus

- (e) Unauthorized Contract Overrun Penalties: The applicable unauthorized contract overrun penalties assessed pursuant to Section 6 of the General Terms and Conditions of this Tariff; plus
- (f) Other Applicable Charges: The applicable surcharges, including but not limited to ACA charges, provided for in Section 12 of the General Terms and Conditions of this Tariff.
- 3.3 Shipper Reimbursement. In the event that Transporter agrees to install facilities in order to provide service to Shipper in consideration of Shipper's agreement to reimburse Transporter's cost of installing such facilities, then Shipper shall, in addition to the charges referenced above, reimburse Transporter for the following:
 - The costs of any facilities installed by Transporter with Shipper's consent to receive, measure, transport or deliver Natural Gas for the account of Shipper;
 - (b) Any and all filing and approval fees required in connection with Shipper's Transportation Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction; and
 - An amount reflecting the income tax liability incurred by Transporter as a result of the receipt of reimbursements pursuant to subsections 3.3(a),
 (b) or (c) of this Rate Schedule IT.

Any reimbursement due Transporter by Shipper pursuant to this Section 3.3 shall be due and payable to Transporter within ten days of the date of Transporter's invoice(s) for same. Nothing in this Section 3.3 shall be construed as requiring Transporter to install facilities.

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Shipper desires Transportation of Natural Gas on any day under this rate schedule, Shipper shall provide a nomination to Transporter in accordance with Section 4 of the General Terms and Conditions of this Tariff. Based upon the nomination of Shipper, Transporter shall schedule receipts and deliveries of Gas in accordance with the General Terms and Conditions of this Tariff. It is the responsibility of Shipper to adjust its deliveries and receipts to conform to the General Terms and Conditions of this Tariff. Daily deliveries of Gas by Shipper to Transporter at the Receipt Point(s) hereunder shall be as nearly equal as possible to daily receipts of Gas by Shipper from Transporter at the Delivery Point(s) (taking into account the L & U Percentage). Any excess or deficiency in such receipts and deliveries shall be resolved in accordance with Section 6 of the General Terms and Conditions of this Tariff.

5. OTHER OPERATING CONDITIONS

Transporter's obligation to provide service under this rate schedule is subject to the following conditions being satisfied:

- 5.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Receipt Point(s) where Shipper tenders Gas to Transporter for transportation, and at or downstream of the Delivery Point(s) where Transporter delivers Gas for Shipper's account, which arrangements must be compatible with Transporter's system operations and Shipper's service entitlements.
- 5.2 To the extent that any upstream entity involved in handling Shipper's Gas refuses or is unable to deliver Gas to Transporter in sufficient quantities and at sufficient pressures, Transporter shall not be required to continue deliveries of Gas on behalf of Shipper. To the extent that any downstream entity involved in handling Shipper's Gas refuses or is unable to receive Gas from Transporter, Transporter shall have the right to reduce deliveries of Gas on behalf of Shipper.
- 5.3 The daily quantities of Natural Gas transported shall be delivered by Shipper to Transporter at the Receipt Point(s) and accepted by Shipper from Transporter at the Delivery Point(s) at an hourly rate of 1/24 of the scheduled daily quantity, or such other hourly rate as may be acceptable to Transporter.

6. RECEIPT POINT(S) AND DELIVERY POINT(S)

- 6.1 All interconnections between the facilities of Transporter and the facilities of other operators shall be available for use by Shipper as Receipt Point(s).
- 6.2 All interconnections between the facilities of Transporter and the facilities of other operators shall be available for use by Shipper as Delivery Point(s).
- 7. GENERAL TERMS AND CONDITIONS

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