



Cove Point LNG, LP
6603 West Broad Street
Richmond, VA 23230

Tariff Update as of June 1, 2021

Contents:

1. Effective Tariff Records Report¹
2. Revised tariff records approved or made effective during the period of May 1-31, 2021

¹ Highlighted items indicate revised and/or new records that are contained in this update.

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Tariff	V# 1.0.0	Effective 5/1/2021
Tariff Record No. 1	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 2	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 3	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 10	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 10.1	V# 2.0.0	Effective 5/1/2021
Tariff Record No. 10.10	V# 1.0.0	Effective 3/4/2021
Tariff Record No. 10.20	V# 2.0.0	Effective 3/4/2021
Tariff Record No. 10.30	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 10.35	V# 4.0.0	Effective 5/1/2021
Tariff Record No. 10.40	V# 2.0.0	Effective 5/1/2021
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Tariff Record No. 20.1.10	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 20.2	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 20.45	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 20.50	V# 0.0.0	Effective 12/3/2020

Cove Point LNG, LP
Third Revised Volume No. 1
Tariff

Tariff Record No. 40	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.1	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.2	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.3	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.6	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.9	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.11.4	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.11.5	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.11.6	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.23	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.24	V# 1.0.0	Effective 3/4/2021
Tariff Record No. 40.25	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.34	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.34.1	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 40.34.2	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.34.4	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.35	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 40.37	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 45	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.1	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.2	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.3	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.4	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.5	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.6	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.7	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 45.8	V# 0.0.0	Effective 12/3/2020
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Tariff Record No. 50.1	V# 0.0.0	Effective 12/3/2020

**Cove Point LNG, LP
Third Revised Volume No. 1
Tariff**

Tariff Record No. 50.1.1	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.1.2	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.1.3	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.1.4	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.1.5	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.1.6	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.1.7	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.1.20	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.10	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.15	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.15.1	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.20	V# 0.0.0	Effective 12/3/2020
Tariff Record No. 50.21	V# 0.0.0	Effective 12/3/2020

CURRENTLY EFFECTIVE RATES
 APPLICABLE TO RATE SCHEDULES LTD-1 AND LTD-2
 (\$ PER DTH)

	Base Tariff Rate	ASU Surcharge Rate	Total Rate 1/	Annual Charge Adjustment
Rate Schedule LTD-1				
Reservation				
Maximum	5.1182	0.9060	6.0242	
Minimum	0.0000	0.0000	0.0000	
Commodity				
Maximum	0.0065		0.0065	2/
Minimum	0.0000		0.0000	2/
Authorized Overrun	0.1748	0.0298	0.2046	2/
Incremental Sendout Quantity				
Reservation	1.1145		1.1145	
Incremental Port Facility (IPF)				
Commodity	0.0193		0.0193	
Rate Schedule LTD-2				
Commodity				
Maximum	0.1748	0.0298	0.2046	2/
Minimum	0.0000	0.0000	0.0000	2/
Incremental Port Facility (IPF)				
Commodity	0.0193		0.0193	

1/ The Total Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.

2/ The ACA is set forth on the FERC website (<https://www.ferc.gov/industries-data/natural-gas/overview/general-information/annual-charges>).

SUMMARY OF INCREMENTAL RATES
(\$ PER DTH)

	<u>Base Reservation Rate</u>	<u>Base Commodity Rate 1/, 5/</u>	<u>Reservation Electric Surcharge 2/</u>	<u>Commodity Electric Surcharge 2/</u>	<u>Overrun Rate 1/</u>	<u>Fuel Retention 3/</u>
Cove Point East	1.1219	0.0003	0.0234	0.0135	0.0514	4/
Cove Point Expansion	2.6026	0.0000			0.0856	4/
St. Charles Transportation	1.6340	0.0003	0.1207	0.0763	0.1343	4/
Keys Energy	3.3206	0.0001	0.1207	0.0763	0.1896	4/
Cove Point Liquefaction	3.5750	0.0001	0.1207	0.0763	0.1979	4/
Eastern Market Access	3.5170	0.0077	0.1207	0.0763	0.2036	4/

1/ This rate shall be increased for the Annual Charge Adjustment (ACA). The ACA is set forth on the FERC website (<https://www.ferc.gov/industries-data/natural-gas/overview/general-information/annual-charges>).

2/ Updated annually in electric tracker. The Cove Point East Electric Surcharges are only applicable to Cove Point East Buyer quantities. All other quantities received at the Transco Interconnect, the Columbia Interconnect, and/or the Eastern GTS Interconnect will be assessed the General System Electric Surcharges in accordance with the applicable rate schedule. The St. Charles, Keys, Liquefaction, and EMA Electric Surcharges are the General System Electric Surcharges.

3/ Updated annually in fuel tracker.

4/ See Tariff Record No. 10.45 FTS Fuel Retainage Percentage.

5/ Quantities received or delivered at the Pleasant Valley Interconnect will be assessed the Pleasant Valley Interconnect Cost rate in accordance with the applicable rate schedule. The currently effective rate is \$0.0039 per Dth.

DAILY RATE FOR CAPACITY RELEASE
UNDER NAESB STANDARD 5.3.22

Rate Schedule FPS-1	\$0.1083 /Dth
Rate Schedule FPS-2	\$0.0766 /Dth
Rate Schedule FPS-3	\$0.0639 /Dth
Rate Schedule OTS	\$0.0049 /Dth
Rate Schedule LTS	1/ /Dth
Rate Schedule FTS	\$0.0185 /Dth
Rate Schedule FTS (Cove Point East)	\$0.0376 /Dth
Rate Schedule FTS (Cove Point Expansion)	\$0.0856 /Dth
Rate Schedule FTS (St. Charles Transportation)	\$0.0577 /Dth
Rate Schedule FTS (Keys Energy)	\$0.1132 /Dth
Rate Schedule FTS (Cove Point Liquefaction)	\$0.1215 /Dth
Rate Schedule FTS (Eastern Market Access)	\$0.1196 /Dth
Rate Schedule LTD-1	\$0.1981 /Dth
Rate Schedule LTD-1 (ISQ)	\$0.0366 /Dth

1/ The Rate Schedule LTS rate is the Rate Schedule FTS rate set forth on this Tariff Record No. 10.40 that is applicable to the associated unsubscribed transportation capacity identified in Buyer's LTS Service Agreement.

RATE SCHEDULES FPS-1, FPS-2, FPS-3
10-Day, 5-Day, 3-Day Firm Peaking Service

1. Availability

This rate schedule is available to any Buyer for the purchase from Cove Point LNG, LP (hereinafter referred to as "Operator") of a firm peaking service consisting of the receipt and liquefaction of Natural Gas, the receipt and storage of liquefied Natural Gas ("LNG"), and the regasification of such LNG and delivery of Natural Gas, provided that the facilities required to render service have been constructed or reactivated and made available for service and, provided further that:

- (a) Operator has sufficient facilities and storage capacity available to receive Natural Gas or LNG from or on behalf of Buyer without diminishing the level of existing service to other Buyers under other firm services offered by Operator including this Rate Schedule;
- (b) Buyer has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, and Operator has (i) accepted Buyer's request for service and (ii) awarded capacity to Buyer under the provisions of Section 4 (Bidding for Available Firm Service) of the General Terms and Conditions; or Buyer has executed a precedent agreement for service pursuant to this Rate Schedule prior to the initial effective date of this Rate Schedule;
- (c) Buyer and Operator have executed the Service Agreement for firm peaking service under this Rate Schedule in the form included in this Tariff; and
- (d) Buyer complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. Applicability and Character of Service

- (a) The peaking service provided by Operator under this Rate Schedule shall be performed under Part 284 of the Commission's Regulations. Such service shall apply to all LNG and Natural Gas received, liquefied, and/or stored as LNG, and subsequently delivered as regasified LNG by Operator for Buyer under this Rate Schedule up to the Maximum Daily Peaking Quantity ("MDPQ"), plus any authorized excess withdrawal quantities, as set forth in Buyer's Service Agreement. Service provided under this Rate Schedule shall be considered to be firm.
- (b) Firm peaking services of Operator under this Rate Schedule shall have the priority specified in Section 15 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Peaking service shall be provided by Operator on a nondiscriminatory basis under the Natural Gas Act.

3. Peaking Service Provided

- (a) In accordance with the further provisions of this Rate Schedule, Operator shall (i) store as LNG, quantities of Natural Gas received for liquefaction or LNG received by Operator from or on behalf of Buyer during the Injection Season (except as noted in Section 5(d) of this Rate Schedule) and designated by Buyer as peaking service quantities, up to the Maximum Contract Peaking Quantity ("MCPQ") as set forth in Buyer's Service Agreement, plus Retainage on injection, and (ii) deliver to Buyer during the Withdrawal Season equivalent quantities of regasified LNG less Retainage on withdrawal up to the MCPQ at a daily rate up to one hundred fifteen percent (115%) of Buyer's MDPQ. Buyer's MDPQ under Rate Schedule FPS-1 (10-Day Firm Peaking Service) shall equal one-tenth (1/10) of its MCPQ. Buyer's MDPQ under Rate Schedule FPS-2 (5-Day Firm Peaking Service) shall equal one-fifth (1/5) of its MCPQ. Buyer's MDPQ under Rate Schedule FPS-3 (3-Day Firm Peaking Service) shall equal one-third (1/3) of its MCPQ.

- (b) Operator's maximum obligation to provide peaking service to all Buyers under all peaking service Rate Schedules shall be limited to an aggregate MCPQ of 1.44 MMDth and an aggregate injection quantity of 15,000 Dth per day. Any individual Buyer's annual injection quantity shall not exceed their MCPQ adjusted for Retainage.
- (c) For purposes of establishing Operator's maximum peaking service obligation, all quantities of Natural Gas tendered for liquefaction and/or storage are assumed to have a minimum heating value of 1,030 Btu's per cubic foot. If Natural Gas or LNG tendered by or for Buyer has an actual average heating value of less than 1,030 Btu's per cubic foot, Buyer's MCPQ and MDPQ shall be proportionately adjusted downward.
- (d) Service under this Rate Schedule is provided solely at Operator's LNG terminal. Buyer shall be responsible for arranging service under Rate Schedule FTS or Rate Schedule ITS to transport gas stored at the terminal for further delivery along Operator's pipeline.

4. Rate

- (a) All charges for firm peaking service shall be set forth in the Currently Effective Statement of Applicable Rates of this Tariff.
- (b) For all firm peaking service rendered under this Rate Schedule, Buyer shall pay Operator each month the charges set forth below:
 - (1) Reservation Charge: The Maximum Reservation Charge for the prior month. The Monthly Reservation Charge shall be assessed on each Dth of MDPQ specified in the Buyer's Service Agreement.
 - (i) Reservation Charge Credit – If Operator is unable to provide service required by this Rate Schedule FPS-1, FPS-2, or FPS-3 for any reason, including force majeure, Operator shall provide Buyer with a reservation charge credit as follows:
 - a. Injections

To the extent on any Day of an Injection Season Operator is unable to provide service to Buyer, Operator shall provide Buyer with a credit following the end of such Injection Season, in an amount equal to (A) the Base Overrun Charge under the applicable Rate Schedule FPS-1, FPS-2, or FPS-3 multiplied by (B) the positive difference between the (i) lesser of Buyer's MCPQ, or the sum of Buyer's total injections as reflected in its Final Delivery Schedule and Buyer's Liquefied Gas Balance at the beginning of the Injection Season; and (ii) Buyer's Liquefied Gas Balance at the end of such Injection Season. However, upon resumption of service, FPS Buyers shall be obligated to take reasonable steps to inject quantities to reach Buyer's MCPQ prior to the end of the Injection Season, and Operator shall be obligated to take reasonable steps to allow such injections.
 - b. Withdrawals

On any Day of the Withdrawal Season that Operator is unable to deliver withdrawal quantities to Buyer at a Primary Delivery Point listed in Buyer's associated Rate Schedule FTS service agreement, Operator shall provide Buyer with a credit in an amount equal to (i) the Base Overrun Charge under the applicable Rate Schedule FPS-1, FPS-2, or FPS-3 multiplied by (ii) the lower of Buyer's MDPQ or Liquefied Gas Balance on such Day.

- (2) **Commodity Charge:** The maximum Commodity Charge per Dth of Natural Gas delivered during the prior month to or for the account of Buyer under this Rate Schedule.
 - (3) **Retainage:** In addition to the charges set forth in Paragraph (a) above, Operator shall retain quantities-in-kind of Natural Gas as compensation for fuel used in plant operations (including fuel for liquefaction) and lost and unaccounted for quantities, such quantities being referred to herein as "Retainage." The Retainage quantities-in-kind, expressed as a percentage of Natural Gas receipts shall be those specified in the Currently Effective Statement of Applicable Rates of this Tariff as subsequently adjusted in accordance with the General Terms and Conditions of this Tariff. In no event shall the total Retainage during a Contract Year exceed twenty and one-half percent (20.5%) of Buyer's MCPQ. Operator shall adjust the Retainage percentage as described in the General Terms and Conditions.
 - (4) **Surcharges:** The surcharges applicable to this Rate Schedule.
 - (5) **Regulatory Fees:** Buyer shall pay Operator in advance all fees required by the Commission or any regulatory body having jurisdiction related to this Service provided to Buyer under this Rate Schedule including, but not limited to, filing, reporting and application fees.
- (c) Notwithstanding the general provisions of this section, if Operator and Buyer mutually agree to negotiate rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges, identified herein, subject to any required regulatory approval.

5. Description of Operations

- (a) Fifteen (15) days prior to the beginning of (i) the initial Injection Season and (ii) each subsequent Injection Season, Operator shall provide Buyer with an Initial Injection Season Delivery Schedule (the "Delivery Schedule") showing the daily quantity of Natural Gas, including Retainage, to be received by Operator for liquefaction and storage for each Buyer's account each month during the upcoming Injection Season. As soon as practicable, but no later than five (5) days after the Buyer's receipt of the Delivery Schedule, Buyer may either accept the schedule or request Operator to modify the Delivery Schedule and Operator shall, to the extent possible, make such modification if in Operator's reasonable judgment Buyer's request can be implemented consistent with: (i) Operator's anticipated operating plans for the Cove Point LNG Plant, (ii) Operator's contractual obligations to all other Buyers of service under this Rate Schedule who would be affected by the requested modification, and (iii) requests for modification of the Delivery Schedule by all other Buyers under this Rate Schedule. Six (6) business days prior to the upcoming Injection Season, Operator will provide Buyer with a Delivery Schedule so modified (the "Final Delivery Schedule"). Buyer and Operator may mutually agree to modify the injection schedule at any time and Operator agrees to modify the injection schedule to accommodate inventory transfers made by Buyer pursuant to Section 11 of the General Terms and Conditions if, in Operator's reasonable judgment, the change can be made without adverse effect on Operator's operations or Operator's ability to meet its firm obligations. Buyer shall make all necessary arrangements to deliver or cause to be delivered daily quantities of Natural Gas to Operator during the upcoming Injection Season pursuant to the Final Delivery Schedule.
- (b) **Injections during the Injection Season.** Operator agrees to receive, liquefy and inject LNG into storage, for each Buyer's account during the Injection Season, quantities of Natural Gas at the daily delivery rates set forth in the Final Delivery Schedule. It is understood that the Natural Gas for injection into storage as LNG shall be provided by Buyer and delivered to Operator, including Retainage, at existing Receipt Points on Operator's Cove Point Pipeline as set forth in Buyer's Service Agreement and, except for Retainage, title to the Natural Gas or LNG in storage shall not be transferred from Buyer to Operator. Any LNG and Retainage withdrawn by Buyer during the

Injection Season, subject to the limitations of this Section 5, shall be deducted from Buyer's Liquefied Gas Balance and shall not be available for withdrawal during the Withdrawal Season unless such quantity is replenished, pursuant to Section 5(c) and/or 5(d) of this Rate Schedule or Section 11 (LNG Inventory Transfers) of the General Terms and Conditions.

- (c) Excess Injections during the Injection Season. If, as a result of withdrawal of LNG from storage during the Injection Season, Buyer's Liquefied Gas Balance will be less than its MCPQ on the first day of the Withdrawal Season, Buyer may request Operator or Operator may offer to inject Natural Gas into storage for Buyer's account in excess of the quantities set forth in the Final Delivery Schedule. Operator may make such excess injection if, in Operator's reasonable judgment, such injection can be made without adverse effect on Operator's operation or the scheduled injection of other Buyers' Natural Gas and shall be at such times and such flow rates as may be agreed upon between Operator and Buyer.
- (d) Injections during the Withdrawal Season. Buyer may request Operator to inject Natural Gas into storage for Buyer's account during a Withdrawal Season. Operator may permit Buyer to schedule Natural Gas for liquefaction and injection into storage tanks during a Withdrawal Season if, in Operator's reasonable judgment, such injection can be made without adverse effect on Operator's operations or the scheduled withdrawals of other Buyers' gas and shall be at such times and such flow rates as may be agreed upon between Operator and Buyer.
- (e) Withdrawals from Storage. When Buyer desires that LNG stored for its account under this Rate Schedule be delivered to it during the Withdrawal Season, unless waived by Operator, Buyer shall, pursuant to the nominating and scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff, give two (2) hours minimum notice prior to 8:00 a.m. to Operator's dispatcher specifying the quantity of regasified LNG desired during the current day including Retainage and the applicable Delivery Point(s). Operator shall deliver to or for Buyer during that day the quantity of regasified LNG so nominated not to exceed one hundred fifteen percent (115%) of Buyer's MDPQ or its remaining Liquefied Gas Balance. Operator shall be obligated to deliver at the daily rate specified by Buyer up to, but not more than one hundred fifteen percent (115%) of Buyer's MDPQ during any day. Operator shall not be obligated to deliver to any Buyer at an hourly rate in excess of one hundred twenty percent (120%) of 1/24th of Buyer's MDPQ.
- (f) Withdrawals in Excess of MDPQ. During the Withdrawal Season, Buyer may nominate, at the time and in the manner specified in sub-paragraph (e), quantities of Natural Gas for Delivery to Buyer from Buyer's Liquefied Gas Balance in excess of Buyer's MDPQ, at a total withdrawal rate not to exceed one hundred fifteen percent (115%) of its MDPQ. Operator will make such deliveries to or for the account of Buyer pursuant to the scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff. All quantities of Natural Gas delivered by Operator each day in excess of Buyer's MDPQ, up to one hundred fifteen percent (115%) of Buyer's MDPQ, shall be Authorized Excess Withdrawal Quantities.
- (g) Withdrawals during Injection Season. Buyer may nominate Natural Gas for delivery to Buyer from Buyer's Liquefied Gas Balance during the Injection Season in a daily amount not to exceed Buyer's MDPQ. Operator will make such deliveries if it can do so in its reasonable judgment, without adverse effect on Operator's firm services or operations. Such nominations shall be made pursuant to the scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff.
- (h) Storage Turnover. Each Buyer of peaking service under this Rate Schedule shall, unless provided a waiver from Operator, withdraw every twenty-four (24) months, in accordance with the provisions of this Section 5, a minimum quantity of LNG in storage equal to the lower of Buyer's maximum Liquefied Gas Balance during the twenty-four month period or Buyer's MCPQ. The first such twenty-four (24) month period shall commence on April 16 of the first Injection Season following

commencement of service under this Rate Schedule. If during any twenty-four (24) month period ending on April 15, Buyer has not withdrawn a minimum quantity of LNG in storage equal to the lower of Buyer's maximum Liquefied Gas Balance during the twenty-four (24) month period or Buyer's MCPQ, then Operator shall retain as Retainage a quantity of LNG equal to Buyer's Liquefied Gas Balance on April 16 multiplied by the applicable Retainage percentage. This subsection 5(h) storage turnover requirement shall not be applicable until April 15th in the calendar year two years after the earliest year in which there was the filing of a complaint or issuance of an order to show cause under Section 5 of the Natural Gas Act related to Operator's base rates or Operator files a new general rate case under Section 4 of the Natural Gas Act.

- (i) Elected FTS Service. Buyers that receive service under an Elected FTS Service shall not schedule or deliver daily quantities of Natural Gas for transportation under such Elected FTS Service in excess of Buyer's MDPQ nor shall the total daily combined quantity of Natural Gas nominated and delivered to or for the account of Buyer under this Rate Schedule (exclusive of Authorized Excess Withdrawal Quantities) and such Elected FTS Service exceed Buyer's MDPQ.

6. Possession of Natural Gas and LNG

Operator shall be deemed to be in control of and have responsibility for the Natural Gas to be stored as LNG by Operator after the receipt thereof by Operator from Buyer or others at Buyer's direction, and prior to the delivery of such Natural Gas to Buyer. Operator shall be deemed to have no responsibility with respect to such Natural Gas prior to Operator's receipt thereof, or after Operator's delivery of Natural Gas or regasified LNG thereof, to or for Buyer's account.

7. Warranty of Title

Buyer hereby warrants title to all Natural Gas to be delivered to Operator by Buyer, or others at Buyer's direction, under the provisions of this Rate Schedule and the right of Buyer to deliver such Natural Gas, or cause it to be delivered to Operator, and Buyer warrants that all such Natural Gas is owned by Buyer free from all liens, encumbrances and adverse claims whatsoever, including liens to secure payment of any taxes. Buyer agrees to indemnify Operator and save Operator harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any breach of the foregoing warranty. At no time during the Operator's possession of Natural Gas received, stored as LNG, or delivered to or for Buyer's account shall title to Natural Gas pass from Buyer to Operator except for those quantities received by Buyer and retained as Retainage as specified in this Tariff.

8. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are hereby incorporated herein by reference. However, in the event of inconsistencies between the General Terms and Conditions and these Rate Schedules FPS-1, FPS-2, and FPS-3, the terms and conditions of these Rate Schedules FPS-1, FPS-2, and FPS-3 shall prevail.

CURRENTLY EFFECTIVE RATES
 APPLICABLE TO RATE SCHEDULES LTD-1 AND LTD-2
 (\$ PER DTH)

	Base Tariff Rate	ASU Surcharge Rate	Total Rate 1/	Annual Charge Adjustment
Rate Schedule LTD-1				
Reservation				
Maximum	5.1182	0.9060	6.0242	
Minimum	0.0000	0.0000	0.0000	
Commodity				
Maximum	0.00 6584		0.00 6584	2/
Minimum	0.0000		0.0000	2/
Authorized Overrun	0.17 4867	0.0298	0.20 4665	2/
Incremental Sendout Quantity				
Reservation	1. 11453394		1. 11453394	
Incremental Port Facility (IPF)				
Commodity	0.0 193204		0.0 193204	
Rate Schedule LTD-2				
Commodity				
Maximum	0.17 4867	0.0298	0.20 4665	2/
Minimum	0.0000	0.0000	0.0000	2/
Incremental Port Facility (IPF)				
Commodity	0.0 193204		0.0 193204	

1/ The Total Rate shall be increased for the Annual Charge Adjustment (ACA) as applicable.

2/ The ACA is set forth on the FERC website (<https://www.ferc.gov/industries-data/natural-gas/overview/general-information/annual-charges>).

SUMMARY OF INCREMENTAL RATES
(\$ PER DTH)

	Base Reservation Rate	Base Commodity Rate 1/, 5/	Reservation Electric Surcharge 2/	Commodity Electric Surcharge 2/	Overrun Rate 1/	Fuel Retention 3/
Cove Point East	1. 12192081	0.0003	0.0234	0.0135	0.05 1442	4/
Cove Point Expansion	2. 60266670	0.0000			0.08 5677	4/
St. Charles Transportation	1. 63408753	0.0003	0.1207	0.0763	0.1 343423	4/
Keys Energy	3.3206	0.0001	0.1207	0.0763	0.1896	4/
Cove Point Liquefaction	3.575045545	0.0001	0.1207	0.0763	0. 19792304	4/
Eastern Market Access	3. 51708903	0.0077	0.1207	0.0763	0.2 036459	4/

1/ This rate shall be increased for the Annual Charge Adjustment (ACA). The ACA is set forth on the FERC website (<https://www.ferc.gov/industries-data/natural-gas/overview/general-information/annual-charges>).

2/ Updated annually in electric tracker. The Cove Point East Electric Surcharges are only applicable to Cove Point East Buyer quantities. All other quantities received at the Transco Interconnect, the Columbia Interconnect, and/or the Eastern GTS Interconnect will be assessed the General System Electric Surcharges in accordance with the applicable rate schedule. The St. Charles, Keys, Liquefaction, and EMA Electric Surcharges are the General System Electric Surcharges.

3/ Updated annually in fuel tracker.

4/ See Tariff Record No. 10.45 FTS Fuel Retainage Percentage.

5/ Quantities received or delivered at the Pleasant Valley Interconnect will be assessed the Pleasant Valley Interconnect Cost rate in accordance with the applicable rate schedule. The currently effective rate is \$0.0039 per Dth.

DAILY RATE FOR CAPACITY RELEASE
UNDER NAESB STANDARD 5.3.22

Rate Schedule FPS-1	\$0.1083	/Dth
Rate Schedule FPS-2	\$0.0766	/Dth
Rate Schedule FPS-3	\$0.0639	/Dth
Rate Schedule OTS	\$0.0049	/Dth
Rate Schedule LTS	1/	/Dth
Rate Schedule FTS	\$0.0185	/Dth
Rate Schedule FTS (Cove Point East)	\$0.0 376404	/Dth
Rate Schedule FTS (Cove Point Expansion)	\$0.08 5677	/Dth
Rate Schedule FTS (St. Charles Transportation)	\$0.0 577657	/Dth
Rate Schedule FTS (Keys Energy)	\$0.1132	/Dth
Rate Schedule FTS (Cove Point Liquefaction)	\$0.1 215537	/Dth
Rate Schedule FTS (Eastern Market Access)	\$0.1 196349	/Dth
Rate Schedule LTD-1	\$0.1981	/Dth
Rate Schedule LTD-1 (ISQ)	\$0.0 366440	/Dth

1/ The Rate Schedule LTS rate is the Rate Schedule FTS rate set forth on this Tariff Record No. 10.40 that is applicable to the associated unsubscribed transportation capacity identified in Buyer's LTS Service Agreement.

RATE SCHEDULES FPS-1, FPS-2, FPS-3
10-Day, 5-Day, 3-Day Firm Peaking Service

1. Availability

This rate schedule is available to any Buyer for the purchase from Cove Point LNG, LP (hereinafter referred to as "Operator") of a firm peaking service consisting of the receipt and liquefaction of Natural Gas, the receipt and storage of liquefied Natural Gas ("LNG"), and the regasification of such LNG and delivery of Natural Gas, provided that the facilities required to render service have been constructed or reactivated and made available for service and, provided further that:

- (a) Operator has sufficient facilities and storage capacity available to receive Natural Gas or LNG from or on behalf of Buyer without diminishing the level of existing service to other Buyers under other firm services offered by Operator including this Rate Schedule;
- (b) Buyer has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, and Operator has (i) accepted Buyer's request for service and (ii) awarded capacity to Buyer under the provisions of Section 4 (Bidding for Available Firm Service) of the General Terms and Conditions; or Buyer has executed a precedent agreement for service pursuant to this Rate Schedule prior to the initial effective date of this Rate Schedule;
- (c) Buyer and Operator have executed the Service Agreement for firm peaking service under this Rate Schedule in the form included in this Tariff; and
- (d) Buyer complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. Applicability and Character of Service

- (a) The peaking service provided by Operator under this Rate Schedule shall be performed under Part 284 of the Commission's Regulations. Such service shall apply to all LNG and Natural Gas received, liquefied, and/or stored as LNG, and subsequently delivered as regasified LNG by Operator for Buyer under this Rate Schedule up to the Maximum Daily Peaking Quantity ("MDPQ"), plus any authorized excess withdrawal quantities, as set forth in Buyer's Service Agreement. Service provided under this Rate Schedule shall be considered to be firm.
- (b) Firm peaking services of Operator under this Rate Schedule shall have the priority specified in Section 15 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Peaking service shall be provided by Operator on a nondiscriminatory basis under the Natural Gas Act.

3. Peaking Service Provided

- (a) In accordance with the further provisions of this Rate Schedule, Operator shall (i) store as LNG, quantities of Natural Gas received for liquefaction or LNG received by Operator from or on behalf of Buyer during the Injection Season (except as noted in Section 5(d) of this Rate Schedule) and designated by Buyer as peaking service quantities, up to the Maximum Contract Peaking Quantity ("MCPQ") as set forth in Buyer's Service Agreement, plus Retainage on injection, and (ii) deliver to Buyer during the Withdrawal Season equivalent quantities of regasified LNG less Retainage on withdrawal up to the MCPQ at a daily rate up to one hundred fifteen percent (115%) of Buyer's MDPQ. Buyer's MDPQ under Rate Schedule FPS-1 (10-Day Firm Peaking Service) shall equal one-tenth (1/10) of its MCPQ. Buyer's MDPQ under Rate Schedule FPS-2 (5-Day Firm Peaking Service) shall equal one-fifth (1/5) of its MCPQ. Buyer's MDPQ under Rate Schedule FPS-3 (3-Day Firm Peaking Service) shall equal one-third (1/3) of its MCPQ.

- (b) Operator's maximum obligation to provide peaking service to all Buyers under all peaking service Rate Schedules shall be limited to an aggregate MCPQ of 1.44 MMDth and an aggregate injection quantity of 15,000 Dth per day. Any individual Buyer's annual injection quantity shall not exceed their MCPQ adjusted for Retainage.
- (c) For purposes of establishing Operator's maximum peaking service obligation, all quantities of Natural Gas tendered for liquefaction and/or storage are assumed to have a minimum heating value of 1,030 Btu's per cubic foot. If Natural Gas or LNG tendered by or for Buyer has an actual average heating value of less than 1,030 Btu's per cubic foot, Buyer's MCPQ and MDPQ shall be proportionately adjusted downward.
- (d) Service under this Rate Schedule is provided solely at Operator's LNG terminal. Buyer shall be responsible for arranging service under Rate Schedule FTS or Rate Schedule ITS to transport gas stored at the terminal for further delivery along Operator's pipeline.

4. Rate

- (a) All charges for firm peaking service shall be set forth in the Currently Effective Statement of Applicable Rates of this Tariff.
- (b) For all firm peaking service rendered under this Rate Schedule, Buyer shall pay Operator each month the charges set forth below:
 - (1) Reservation Charge: The Maximum Reservation Charge for the prior month. The Monthly Reservation Charge shall be assessed on each Dth of MDPQ specified in the Buyer's Service Agreement.
 - (i) Reservation Charge Credit – If Operator is unable to provide service required by this Rate Schedule FPS-1, FPS-2, or FPS-3 for any reason, including force majeure, Operator shall provide Buyer with a reservation charge credit as follows:
 - a. Injections

To the extent on any Day of an Injection Season Operator is unable to provide service to Buyer, Operator shall provide Buyer with a credit following the end of such Injection Season, in an amount equal to (A) the Base Overrun Charge under the applicable Rate Schedule FPS-1, FPS-2, or FPS-3 multiplied by (B) the positive difference between the (i) lesser of Buyer's MCPQ, or the sum of Buyer's total injections as reflected in its Final Delivery Schedule and Buyer's Liquefied Gas Balance at the beginning of the Injection Season; and (ii) Buyer's Liquefied Gas Balance at the end of such Injection Season. However, upon resumption of service, FPS Buyers shall be obligated to take reasonable steps to inject quantities to reach Buyer's MCPQ prior to the end of the Injection Season, and Operator shall be obligated to take reasonable steps to allow such injections.
 - b. Withdrawals

On any Day of the Withdrawal Season that Operator is unable to deliver withdrawal quantities to Buyer at a Primary Delivery Point listed in Buyer's associated Rate Schedule FTS service agreement, Operator shall provide Buyer with a credit in an amount equal to (i) the Base Overrun Charge under the applicable Rate Schedule FPS-1, FPS-2, or FPS-3 multiplied by (ii) the lower of Buyer's MDPQ or Liquefied Gas Balance on such Day.

- (2) **Commodity Charge:** The maximum Commodity Charge per Dth of Natural Gas delivered during the prior month to or for the account of Buyer under this Rate Schedule.
 - (3) **Retainage:** In addition to the charges set forth in Paragraph (a) above, Operator shall retain quantities-in-kind of Natural Gas as compensation for fuel used in plant operations (including fuel for liquefaction) and lost and unaccounted for quantities, such quantities being referred to herein as "Retainage." The Retainage quantities-in-kind, expressed as a percentage of Natural Gas receipts shall be those specified in the Currently Effective Statement of Applicable Rates of this Tariff as subsequently adjusted in accordance with the General Terms and Conditions of this Tariff. In no event shall the total Retainage during a Contract Year exceed twenty and one-half percent (20.5%) of Buyer's MCPQ. Operator shall adjust the Retainage percentage as described in the General Terms and Conditions.
 - (4) **Surcharges:** The surcharges applicable to this Rate Schedule.
 - (5) **Regulatory Fees:** Buyer shall pay Operator in advance all fees required by the Commission or any regulatory body having jurisdiction related to this Service provided to Buyer under this Rate Schedule including, but not limited to, filing, reporting and application fees.
- (c) Notwithstanding the general provisions of this section, if Operator and Buyer mutually agree to negotiate rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges, identified herein, subject to any required regulatory approval.

5. Description of Operations

- (a) Fifteen (15) days prior to the beginning of (i) the initial Injection Season and (ii) each subsequent Injection Season, Operator shall provide Buyer with an Initial Injection Season Delivery Schedule (the "Delivery Schedule") showing the daily quantity of Natural Gas, including Retainage, to be received by Operator for liquefaction and storage for each Buyer's account each month during the upcoming Injection Season. As soon as practicable, but no later than five (5) days after the Buyer's receipt of the Delivery Schedule, Buyer may either accept the schedule or request Operator to modify the Delivery Schedule and Operator shall, to the extent possible, make such modification if in Operator's reasonable judgment Buyer's request can be implemented consistent with: (i) Operator's anticipated operating plans for the Cove Point LNG Plant, (ii) Operator's contractual obligations to all other Buyers of service under this Rate Schedule who would be affected by the requested modification, and (iii) requests for modification of the Delivery Schedule by all other Buyers under this Rate Schedule. Six (6) business days prior to the upcoming Injection Season, Operator will provide Buyer with a Delivery Schedule so modified (the "Final Delivery Schedule"). Buyer and Operator may mutually agree to modify the injection schedule at any time and Operator agrees to modify the injection schedule to accommodate inventory transfers made by Buyer pursuant to Section 11 of the General Terms and Conditions if, in Operator's reasonable judgment, the change can be made without adverse effect on Operator's operations or Operator's ability to meet its firm obligations. Buyer shall make all necessary arrangements to deliver or cause to be delivered daily quantities of Natural Gas to Operator during the upcoming Injection Season pursuant to the Final Delivery Schedule.
- (b) **Injections during the Injection Season.** Operator agrees to receive, liquefy and inject LNG into storage, for each Buyer's account during the Injection Season, quantities of Natural Gas at the daily delivery rates set forth in the Final Delivery Schedule. It is understood that the Natural Gas for injection into storage as LNG shall be provided by Buyer and delivered to Operator, including Retainage, at existing Receipt Points on Operator's Cove Point Pipeline as set forth in Buyer's Service Agreement and, except for Retainage, title to the Natural Gas or LNG in storage shall not be transferred from Buyer to Operator. Any LNG and Retainage withdrawn by Buyer during the

Injection Season, subject to the limitations of this Section 5, shall be deducted from Buyer's Liquefied Gas Balance and shall not be available for withdrawal during the Withdrawal Season unless such quantity is replenished, pursuant to Section 5(c) and/or 5(d) of this Rate Schedule or Section 11 (LNG Inventory Transfers) of the General Terms and Conditions.

- (c) Excess Injections during the Injection Season. If, as a result of withdrawal of LNG from storage during the Injection Season, Buyer's Liquefied Gas Balance will be less than its MCPQ on the first day of the Withdrawal Season, Buyer may request Operator or Operator may offer to inject Natural Gas into storage for Buyer's account in excess of the quantities set forth in the Final Delivery Schedule. Operator may make such excess injection if, in Operator's reasonable judgment, such injection can be made without adverse effect on Operator's operation or the scheduled injection of other Buyers' Natural Gas and shall be at such times and such flow rates as may be agreed upon between Operator and Buyer.
- (d) Injections during the Withdrawal Season. Buyer may request Operator to inject Natural Gas into storage for Buyer's account during a Withdrawal Season. Operator may permit Buyer to schedule Natural Gas for liquefaction and injection into storage tanks during a Withdrawal Season if, in Operator's reasonable judgment, such injection can be made without adverse effect on Operator's operations or the scheduled withdrawals of other Buyers' gas and shall be at such times and such flow rates as may be agreed upon between Operator and Buyer.
- (e) Withdrawals from Storage. When Buyer desires that LNG stored for its account under this Rate Schedule be delivered to it during the Withdrawal Season, unless waived by Operator, Buyer shall, pursuant to the nominating and scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff, give two (2) hours minimum notice prior to 8:00 a.m. to Operator's dispatcher specifying the quantity of regasified LNG desired during the current day including Retainage and the applicable Delivery Point(s). Operator shall deliver to or for Buyer during that day the quantity of regasified LNG so nominated not to exceed one hundred fifteen percent (115%) of Buyer's MDPQ or its remaining Liquefied Gas Balance. Operator shall be obligated to deliver at the daily rate specified by Buyer up to, but not more than one hundred fifteen percent (115%) of Buyer's MDPQ during any day. Operator shall not be obligated to deliver to any Buyer at an hourly rate in excess of one hundred twenty percent (120%) of 1/24th of Buyer's MDPQ.
- (f) Withdrawals in Excess of MDPQ. During the Withdrawal Season, Buyer may nominate, at the time and in the manner specified in sub-paragraph (e), quantities of Natural Gas for Delivery to Buyer from Buyer's Liquefied Gas Balance in excess of Buyer's MDPQ, at a total withdrawal rate not to exceed one hundred fifteen percent (115%) of its MDPQ. Operator will make such deliveries to or for the account of Buyer pursuant to the scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff. All quantities of Natural Gas delivered by Operator each day in excess of Buyer's MDPQ, up to one hundred fifteen percent (115%) of Buyer's MDPQ, shall be Authorized Excess Withdrawal Quantities.
- (g) Withdrawals during Injection Season. Buyer may nominate Natural Gas for delivery to Buyer from Buyer's Liquefied Gas Balance during the Injection Season in a daily amount not to exceed Buyer's MDPQ. Operator will make such deliveries if it can do so in its reasonable judgment, without adverse effect on Operator's firm services or operations. Such nominations shall be made pursuant to the scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff.
- (h) Storage Turnover. Each Buyer of peaking service under this Rate Schedule shall, unless provided a waiver from Operator, withdraw every twenty-four (24) months, in accordance with the provisions of this Section 5, a minimum quantity of LNG in storage equal to the lower of Buyer's maximum Liquefied Gas Balance during the twenty-four month period or Buyer's MCPQ. The first such twenty-four (24) month period shall commence on April 16 of the first Injection Season following

commencement of service under this Rate Schedule. If during any twenty-four (24) month period ending on April 15, Buyer has not withdrawn a minimum quantity of LNG in storage equal to the lower of Buyer's maximum Liquefied Gas Balance during the twenty-four (24) month period or Buyer's MCPQ, then Operator shall retain as Retainage a quantity of LNG equal to Buyer's Liquefied Gas Balance on April 16 multiplied by the applicable Retainage percentage. This subsection 5(h) storage turnover requirement shall not be applicable until April 15th in the calendar year two years after the earliest year in which there was the filing of a complaint or issuance of an order to show cause under Section 5 of the Natural Gas Act related to Operator's base rates or Operator files a new general rate case under Section 4 of the Natural Gas Act., 2022 for the storage turnover period beginning April 16, 2020.

- (i) Elected FTS Service. Buyers that receive service under an Elected FTS Service shall not schedule or deliver daily quantities of Natural Gas for transportation under such Elected FTS Service in excess of Buyer's MDPQ nor shall the total daily combined quantity of Natural Gas nominated and delivered to or for the account of Buyer under this Rate Schedule (exclusive of Authorized Excess Withdrawal Quantities) and such Elected FTS Service exceed Buyer's MDPQ.

6. Possession of Natural Gas and LNG

Operator shall be deemed to be in control of and have responsibility for the Natural Gas to be stored as LNG by Operator after the receipt thereof by Operator from Buyer or others at Buyer's direction, and prior to the delivery of such Natural Gas to Buyer. Operator shall be deemed to have no responsibility with respect to such Natural Gas prior to Operator's receipt thereof, or after Operator's delivery of Natural Gas or regasified LNG thereof, to or for Buyer's account.

7. Warranty of Title

Buyer hereby warrants title to all Natural Gas to be delivered to Operator by Buyer, or others at Buyer's direction, under the provisions of this Rate Schedule and the right of Buyer to deliver such Natural Gas, or cause it to be delivered to Operator, and Buyer warrants that all such Natural Gas is owned by Buyer free from all liens, encumbrances and adverse claims whatsoever, including liens to secure payment of any taxes. Buyer agrees to indemnify Operator and save Operator harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any breach of the foregoing warranty. At no time during the Operator's possession of Natural Gas received, stored as LNG, or delivered to or for Buyer's account shall title to Natural Gas pass from Buyer to Operator except for those quantities received by Buyer and retained as Retainage as specified in this Tariff.

8. General Terms and Conditions

All of the General Terms and Conditions of this Tariff are hereby incorporated herein by reference. However, in the event of inconsistencies between the General Terms and Conditions and these Rate Schedules FPS-1, FPS-2, and FPS-3, the terms and conditions of these Rate Schedules FPS-1, FPS-2, and FPS-3 shall prevail.