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FERC GAS TARIFF

ORIGINAL VOLUME NO. 1
OF
DOMINION COVE POINT LNG, LP

FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

Machelle Grim
Director - Regulation & FERC Compliance
Dominion Resources Services, Inc.
701 East Cary Street
Richmond, VA 23219

Phone: 804-771-3805
Facsimile: 804-771-4763

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Reserved for future use.

PRELIMINARY STATEMENT

Dominion Cove Point LNG, LP (Operator) is engaged in the business of operating a liquefied natural gas (LNG) facility to receive natural gas or LNG, liquefy natural gas, store LNG, regasify LNG, and deliver natural gas or LNG in interstate commerce under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. The facilities operated by Operator consist of an LNG plant located on the western shore of the Chesapeake Bay near Cove Point, Maryland and a natural gas pipeline extending from the LNG plant to Loudoun County, Virginia.

The services set forth herein will be undertaken by Operator only under written contracts acceptable to Operator upon consideration of existing commitments, operational capability, and any other factors deemed pertinent to Operator.

SYSTEM MAP

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-960-000

Tenth Revised Sheet No. 5 Tenth Revised Sheet No. 5
Superseding: Ninth Revised Sheet No. 5

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

	Base Tariff Rate	Annual Charge Adjustment	Total Rate
Rate Schedule FPS-1			
Reservation			
Maximum	3.5557	-	3.5557
Minimum	0.0000	-	0.0000
Commodity			
Maximum	0.0421	0.0019	0.0440
Minimum	0.0000	0.0019	0.0019
Overrun	0.1590	0.0019	0.1609
Rate Schedule FPS-2			
Reservation			
Maximum	2.5135	-	2.5135
Minimum	0.0000	-	0.0000
Commodity			
Maximum	0.0421	0.0019	0.0440
Minimum	0.0000	0.0019	0.0019
Overrun	0.1247	0.0019	0.1266

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-960-000

Tenth Revised Sheet No. 6 Tenth Revised Sheet No. 6
Superseding: Ninth Revised Sheet No. 6

CURRENTLY EFFECTIVE RATES
APPLICABLE TO RATE SCHEDULES FPS-3
($ PER DTH)

	Base Tariff Rate	Annual Charge Adjustment	Total Rate
Rate Schedule FPS-3			
Reservation			
Maximum	2.0966	-	2.0966
Minimum	0.0000	-	0.0000
Commodity			
Maximum	0.0421	0.0019	0.0440
Minimum	0.0000	0.0019	0.0019
Overrun	0.1110	0.0019	0.1129

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-960-000

Ninth Revised Sheet No. 7 Ninth Revised Sheet No. 7
Superseding: Eighth Revised Sheet No. 7

CURRENTLY EFFECTIVE RATES
APPLICABLE TO RATE SCHEDULES FTS, OTS AND ITS
($ PER DTH)

	Base Tariff Rate	Annual Charge Adjustment	Total Rate
Rate Schedule FTS			
Reservation			
Maximum	0.5662	-	0.5662
Minimum	0.0000	-	0.0000
Commodity			
Maximum	0.0000	0.0019	0.0019
Minimum	0.0000	0.0019	0.0019
Overrun	0.0186	0.0019	0.0205
Rate Schedule OTS			
Reservation			
Maximum	0.1416	-	0.1416
Minimum	0.0000	-	0.0000
Commodity			
Maximum	0.0140	0.0019	0.0159
Minimum	0.0000	0.0019	0.0019
Rate Schedule ITS			
Commodity			
Maximum	0.0186	0.0019	0.0205
Minimum	0.0000	0.0019	0.0019

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Twelfth Revised Sheet No. 8 Twelfth Revised Sheet No. 8
Superseding: Eleventh Revised Sheet No. 8

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

	Base Tariff Rate	ASU Surcharge Rate	Annual Charge Adjustment	Total Rate
Rate Schedule LTD-1				
Reservation				
Maximum	6.7589	1.3990	-	8.1579
Minimum	0.0000	0.0000	-	0.0000
Commodity				
Maximum	0.0027	-	0.0019	0.0046
Minimum	0.0000	-	0.0019	0.0019
Authorized Overrun	0.2249	0.0460	0.0019	0.2728
Incremental Sendout Quantity				
Reservation	1.8850	-	-	1.8850
Rate Schedule LTD-2				
Commodity				
Maximum	0.2249	0.0460	0.0019	0.2728
Minimum	0.0000	0.0000	0.0019	0.0019

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

	Base Tariff Rate	ASU Surcharge Rate	Annual Charge Adjustment	Total Rate
Rate Schedule LTD-1				
Reservation				
Maximum	6.7589	1.3990	-	8.1579
Minimum	0.0000	0.0000	-	0.0000
Commodity				
Maximum	0.0027	-	0.0017	0.0044
Minimum	0.0000	-	0.0017	0.0017
Authorized Overrun	0.2249	0.0460	0.0017	0.2726
Incremental Sendout Quantity				
Reservation	1.8850	-	-	1.8850
Rate Schedule LTD-2				
Commodity				
Maximum	0.2249	0.0460	0.0017	0.2726
Minimum	0.0000	0.0000	0.0017	0.0017

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CURRENTLY EFFECTIVE RATES
FUEL RETAINAGE PERCENTAGES

Retainage Percentages(1)

	Injection	Withdrawal	Section 5(h)	Transportation
Rate Schedule FPS-1 (2)(3)	5.3%	0.0%	5.3%	
Rate Schedule FPS-2 (2)(3)	5.3%	0.0%	5.3%	
Rate Schedule FPS-3 (2)(3)	5.3%	0.0%	5.3%	
Rate Schedule LTD-1 (4)	3.0%	0.0%		
Rate Schedule LTD-2	5.3%	0.0%		
Rate Schedule FTS				0.0%
Rate Schedule ITS				0.0%
Rate Schedule OTS				0.0%

(1) Operator shall retain a quantity of natural gas equivalent to the stated percentage multiplied by the quantity of natural gas received for transportation or received for injection into storage. The Retainage percentage is calculated based upon the actual transportation and storage fuel used in accordance with Section 1.42 of the General Terms and Conditions.

(2) Fuel required for liquefaction will be allocated only to Rate Schedule FPS. The fuel required for liquefaction is calculated based upon the actual fuel used in accordance with Section 1.42 of the General Terms and Conditions.

(3) The Section 5(h) retainage percentage will be equal to the otherwise applicable injection percentage during such time as Operator is providing service pursuant to Rate Schedule LTD-1.

(4) Per Section 1.42.B. of the General Terms and Conditions, the Injection Retainage for Rate Schedule LTD-1 is capped at 3.0%.

DAILY RATE FOR CAPACITY RELEASE
UNDER NAESB STANDARD 5.3.22

Rate Schedule FPS-1	$ 0.1169	/Dth
Rate Schedule FPS-2	$ 0.0826	/Dth
Rate Schedule FPS-3	$ 0.0689	/Dth
Rate Schedule OTS	$ 0.0047	/Dth
Rate Schedule FTS	$ 0.0186	/Dth
Rate Schedule FTS (Cove Point East)	$ 0.0659	/Dth
Rate Schedule FTS (Cove Point Expansion)	$ 0.0957	/Dth
Rate Schedule LTD-1	$ 0.2682	/Dth
Rate Schedule LTD-1 (ISQ)	$ 0.0620	/Dth

DAILY RATE FOR CAPACITY RELEASE
UNDER NAESB STANDARD 5.3.22

Rate Schedule FPS-1	$ 0.1169	/Dth
Rate Schedule FPS-2	$ 0.0826	/Dth
Rate Schedule FPS-3	$ 0.0689	/Dth
Rate Schedule OTS	$ 0.0047	/Dth
Rate Schedule FTS	$ 0.0186	/Dth
Rate Schedule FTS (Cove Point East)	$ 0.0654	/Dth
Rate Schedule FTS (Cove Point Expansion)	$ 0.0957	/Dth
Rate Schedule LTD-1	$ 0.2682	/Dth
Rate Schedule LTD-1 (ISQ)	$ 0.0620	/Dth

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Fourteenth Revised Sheet No. 12 Fourteenth Revised Sheet No. 12
Superseding: Thirteenth Revised Sheet No. 12

SUMMARY OF INCREMENTAL RATES
($ PER DTH)

	Base Reservation Rate	Base Commodity Rate 1/	Reservation Electric Surcharge 2/	Commodity Electric Surcharge 2/	Base Overrun Rate 1/	Fuel Retention 3/
Cove Point East	1.9288	0.0011	0.0765	0.0073	0.0645	0.5%
Cove Point Expansion	2.9102	4/			0.0957	5/

1/ The Total Rate includes the Base Rate as shown and an additional charge of $0.0019 for the Annual Charge Adjustment.
2/ Updated annually in electric tracker.
3/ Updated annually in fuel tracker.
4/ FTS Base Tariff Commodity Rate, as set forth on Sheet No. 7, is applicable to this service.
5/ See Sheet No. 10 FTS Fuel Retainage Percentage.

CURRENTLY EFFECTIVE RATES
APPLICABLE TO RATE SCHEDULE TTT
($ PER TRANSACTION)

	Base Tariff Rate
Rate Schedule TTT	
Title Transfer Tracking	
Maximum	0.0000
Minimum	0.0000

Sheet Nos. 14 - 19 Sheet Nos. 14 - 19 : Effective

Reserved for future use.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule LTD-1 is available to any Buyer for the purchase from Operator of firm LNG tanker discharging service, including unloading, storage, vaporization and delivery of Regasified LNG at Operator's Cove Point LNG terminal, provided that:

(a) Operator has sufficient facilities and capacity available to receive LNG from or on behalf of Buyer without diminishing the level of existing service to other Buyers under Firm Rate Schedules offered by Operator, including this Rate Schedule;

(b) For initial service under Rate Schedule LTD-1, Buyer has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions ("GT&C") of this Tariff, Operator has accepted Buyer's request for service, and Buyer has executed a precedent agreement; or

For service after the initiation of Rate Schedule LTD-1, Buyer has submitted a valid request for service under Section 3 of the GT&C, Operator has accepted Buyer's request for service, and Operator has awarded capacity to Buyer under the provisions of Section 4 (Bidding Procedure) of the GT&C;

(c) Buyer and Operator have executed an LTD-1 Service Agreement for firm LNG tanker discharging service under this Rate Schedule; 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

2.1 The LNG tanker discharging service provided by Operator under this Rate Schedule shall be performed under Part 284 of the Commission's Regulations and the LTD-1 Service Agreement. Such service shall apply to all LNG discharged from an LNG tanker at the Operator's LNG terminal, stored as LNG, and subsequently delivered as Regasified LNG, or Boil-Off by Operator for Buyer under this Rate Schedule. Operator's maximum daily obligation to deliver Regasified LNG and Boil-Off, the Maximum Daily Delivery Quantity ("MDDQ") and any Incremental Sendout Quantity ("ISQ"), shall be set forth in Buyer's LTD-1 Service Agreement. Service under this Rate Schedule shall be considered to be firm, except as expressly provided by the terms of this Rate Schedule.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Firm LNG tanker discharging service of Operator under this Rate Schedule shall have the priority specified in Section 15 (Capacity and Imbalance Allocation) of the GT&C and shall be subject to interruption only to the extent provided in this Rate Schedule or in Sections 14 (Force Majeure) and 16 (Interruptions of Service) of the GT&C. Service hereunder shall be performed on a nondiscriminatory basis under the Natural Gas Act.

2.3 In accordance with the further provisions of this Rate Schedule, Operator shall receive from or on behalf of Buyer LNG from LNG tanker(s) having specifications as set forth in Section 5.3 of this Rate Schedule LTD-1, provided that Operator shall not be obligated to receive more than Buyer's Maximum Contract Storage Quantity ("MCSQ"). Buyer's MCSQ shall equal [4.58 prior to new storage capacity] [8.51 after new storage capacity in service] x Buyer's MDDQ. Operator shall subsequently deliver to or for Buyer, the thermally equivalent quantity of Natural Gas, less Buyer's allocated share of Retainage and Boil-Off. Buyer shall nominate daily deliveries of Natural Gas, and, pursuant to Sections 6 (Operating Conditions) and 15 (Capacity and Imbalance Allocations) of the GT&C, Operator shall schedule for delivery the Scheduled Daily Delivery Quantities ("SDDQ") of Natural Gas to points of delivery along the Cove Point Pipeline, such SDDQ to include Buyer's share of Boil-Off.

Upon the request of Buyer, Operator shall, on a nondiscriminatory basis, allow nominations in excess of Buyer's MCSQ when in Operator's sole judgment, reasonably exercised, there is unused physical capacity which would allow Operator to accept such excess quantity nominated by Buyer without adversely affecting Operator's firm services to others or operations at the Cove Point Plant (such quantity being referred to herein as "excess storage quantity"). Whenever Operator, in its sole judgment, exercised reasonably and on a nondiscriminatory basis, deems necessary due to operating conditions at the Cove Point Plant or to assure that Operator can render service to firm service Buyers, Operator may, upon notification to Buyer at the earliest possible time, (i) cease receipts from Buyer, in whole or in part, as directed by Operator and (ii) require Buyer within the time period specified by Operator, which period shall be no less than one (1) day, to withdraw all, or any part, of the excess storage quantity, consistent with Operator's withdrawal capabilities as communicated in Operator's notification to Buyer. If Buyer fails to withdraw all or any part of the excess storage quantity equal to the quantity specified in Operator's notification to Buyer by the date specified in such notification, then Operator may retain and take title to the excess storage quantity not timely withdrawn free and clear of any adverse claims, in which case Buyer shall indemnify Operator and hold Operator harmless from all costs, damages, and liabilities arising out of the failure of Buyer to remove such excess storage quantity, including any costs incurred by Operator in excess of any proceeds for the sale of such excess storage quantity and any charges resulting from the sale of the quantity to which Operator takes title hereunder. The value of such excess storage quantity sold by Operator, less any costs incurred by Operator to dispose of such quantity, shall be allocated annually to all other Buyers under this Rate Schedule LTD-1, prorated based upon each such Buyer's fixed cost contributions paid.

2.4 Subject to Section 2.3 and 2.5 of this Rate Schedule LTD-1, at no time shall Operator be obligated to receive LNG from Buyer if such receipt shall cause Buyer's total aggregate quantity of LNG in storage to exceed Buyer's MCSQ.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.5 In the event more than one Buyer is receiving firm LNG tanker discharging service under this Rate Schedule LTD-1, any or all of such Buyers may elect to coordinate among themselves their operations at Operator's facilities, including the joint scheduling of LNG arrivals, injections into storage, scheduling of vaporization and other activities required for the use of Operator's facilities. Buyers electing to coordinate operations (such Buyers being referred to herein as "Coordinating Buyers" shall provide Operator with written notice of such election at the time Buyer's Annual Discharge Schedule is due pursuant to Section 4.2(a)(i). Such election shall be effective for the annual period covered by Buyer's Annual Discharge Schedule. Upon making such election, the Coordinating Buyers shall be responsible for ensuring that all scheduling, submission of nominations and notices and other activities required by this Rate Schedule of an individual Buyer are performed by a single party or entity acting on behalf of all Coordinating Buyers ("Single Entity"). The Single Entity appointed to act on behalf of the Coordinating Buyers hereunder may be a particular Buyer or a third party. Coordinating Buyers shall be treated by Operator for all operational purposes, but for operational purposes only and not for any rate, fee or crediting purposes, as a single Buyer having an MDDQ, ISQ, MCSQ and SDDQ equal to the sum of the individual MDDQs, ISQs, MCSQs and SDDQs of the Coordinating Buyers.

Operator shall be entitled to rely on the schedules, nominations, notices and other submissions made jointly by the Coordinating Buyers and communicated to Operator by the Single Entity as if they had been made by each Buyer individually, and each Coordinating Buyer shall be bound by the actions taken by the Single Entity. Notwithstanding the appointment of a Single Entity or the decision to act as Coordinating Buyers, each individual Buyer shall remain liable to Operator for all its obligations under the tariff and the applicable service agreement(s) and nothing herein will relieve Buyer from any obligations under the tariff or applicable service agreement(s). Coordinating Buyers shall indemnify and hold Operator harmless from any liabilities, losses, damages, expenses and other obligations of any nature whatsoever arising from disputes or litigation among or between all or any of the Coordinating Buyers and the Single Entity respecting the Single Entity's performance of functions under this Rate Schedule LTD-1.

In order to efficiently accommodate cargos of varying characteristics and optimize the use of the terminal, in the event all buyers under this Rate Schedule LTD-1 are acting as Coordinating buyers, the Single Entity from time to time may request Operator to operate the terminal in a way to permit an LNG tanker to discharge directly from the tanker into a storage tank and then send to the vaporizer LNG exclusively from that storage tank ("Streaming"). In order to accommodate Streaming, when so requested by the Single Entity the Operator shall, to the maximum extent practicable consistent with its obligations to other firm customers, reduce the amount of product in a single storage tank and permit the ship to use that storage tank for Streaming. When Streaming, it may be necessary for the ship to remain at berth longer than the Berth Time provided in §5.3(f). In such an event, the Berth Time provided for in Section 5.3(f) shall be extended to 72 hours.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.6 Buyer shall have the right to release and assign the service rights under its LTD-1 Service Agreement in accordance with Section 10 (Release and Assignment of Service Rights) of the GT&C. Service to a Replacement Customer under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable GT&C. Throughout the term of any release, Releasor(s) and Replacement Customer(s) must comply with the operational requirements of Sections 4 and 5 of this Rate Schedule, including the timing of nominations, agreement on a single tanker delivery schedule prior to submission of the release to Operator, and specification of a single party to submit the proposed schedule to Operator.

2.7 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.

2.A. INCREMENTAL SENDOUT QUANTITIES

2.A.1 Operator shall provide incremental sendout entitlements above Buyer's MDDQ in accordance with the provisions of this Section 2.A. and Buyer's LTD-1 Service Agreement. Operator shall have the right to interrupt or not schedule service for Buyer under this Section 2.A. on any Day and at any nomination cycle that Operator's service obligations are expressly excused by the terms of this Section 2.A. ("Excused Interruptions"). The Excused Interruptions shall be determined at Operator's reasonable discretion, within the limitations set forth in this Section 2.A.

2.A.2 INCREMENTAL SENDOUT SERVICE PROVIDED

(a) In accordance with the further provisions of this Rate Schedule, Buyer may nominate, in addition to Buyer's MDDQ, up to Buyer's ISQ, quantities of LNG to be vaporized, including any applicable Boil-Off and Retainage, and delivered to the Delivery Point specified in the Service Agreement.

(b) During the Injection Period, Operator's obligation to provide service under this Section 2.A. shall be reduced for each Day the weighted average temperature for the day is predicted to exceed 80 degrees F at 7:00 a.m. Eastern Clock Time based on the prior day's NOAA's National Weather Service forecast for Patuxent River NAS, Maryland, as found at www.weather.gov. The weighted average temperature will be derived by multiplying the predicted low temperature by 35% and multiplying the predicted high temperature by 65% and adding the resulting products. Such reductions in sendout shall be Excused Interruptions. In the event that scheduling must be done more than one day in advance, e.g., on a holiday or weekend period, the highest predicted weighted average temperature for the multi-day period shall be used. The weighted average temperature and the corresponding daily sendout obligation shall be as set forth in the following schedule for ISQ:

(i) Weighted average temperature less than 80 degrees F, the maximum daily rate shall be 250,000 Dth.

(ii) Weighted average temperatures from 80 and less than or equal to 84 degrees F, the maximum daily rate shall be 210,000 Dth.

(iii) Weighted average temperatures greater than 84 and less than or equal to 88 degrees F, the maximum daily rate shall be 190,000 Dth.

(iv) Weighted average temperatures greater than 88 and less than or equal to 92 degrees F, the maximum daily rate shall be 140,000 Dth

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.6 Buyer shall have the right to release and assign the service rights under its LTD-1 Service Agreement in accordance with Section 10 (Release and Assignment of Service Rights) of the GT&C. Service to a Replacement Customer under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable GT&C. Throughout the term of any release, Releasor(s) and Replacement Customer(s) must comply with the operational requirements of Sections 4 and 5 of this Rate Schedule, including the timing of nominations, agreement on a single tanker delivery schedule prior to submission of the release to Operator, and specification of a single party to submit the proposed schedule to Operator.

2.7 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.

2.A. INCREMENTAL SENDOUT QUANTITIES

2.A.1 Operator shall provide incremental sendout entitlements above Buyer's MDDQ in accordance with the provisions of this Section 2.A. and Buyer's LTD-1 Service Agreement. Operator shall have the right to interrupt or not schedule service for Buyer under this Section 2.A. on any Day and at any nomination cycle that Operator's service obligations are expressly excused by the terms of this Section 2.A. ("Excused Interruptions"). The Excused Interruptions shall be determined at Operator's reasonable discretion, within the limitations set forth in this Section 2.A.

2.A.2 INCREMENTAL SENDOUT SERVICE PROVIDED

(a) In accordance with the further provisions of this Rate Schedule, Buyer may nominate, in addition to Buyer's MDDQ, up to Buyer's ISQ, quantities of LNG to be vaporized, including any applicable Boil-Off and Retainage, and delivered to the Delivery Point specified in the Service Agreement.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

2.A. INCREMENTAL SENDOUT QUANTITIES (Continued)

2.A.2(b) INCREMENTAL SENDOUT SERVICE PROVIDED (Continued)

(v) Weighted average temperatures greater than 92 and less than or equal to 96 degrees F, the maximum daily rate shall be 95,000 Dth.

(vi) Weighted average temperatures greater than 96 and less than or equal to 100 degrees F, the maximum daily rate shall be 40,000 Dth.

(vii) Weighted average temperatures of 100 + degrees F, sendout under this Section 2.A. will be unavailable.

(c) Operator shall also be allowed Excused Interruptions as follows:

(i) To the extent sufficient power generation is unavailable to support the service.

(ii) To the extent that sufficient nitrogen injection capability does not exist for Operator to conform LNG to be vaporized to the gas quality specifications set forth in Section 8 (Natural Gas Quality) of the GT&C.

(iii) To the extent that Operator must provide withdrawals under Rate Schedule FPS to any FPS Buyer on a firm basis.

(iv) To the extent that Operator is constrained from providing service in accordance with any term or condition in this Rate Schedule LTD-1 or any other applicable provision of Operator's effective FERC Gas Tariff.

(d) Service under this Section 2.A. shall be interrupted or made unavailable in accordance with Sections 15 and 16 of the GT&C, as applicable.

(e) In the event that failure to provide ISQ service is not an Excused Interruption, Operator shall provide a full reservation charge credit to Buyer for each Dth of ISQ not provided. Such credit shall be provided in Buyer's monthly invoice applicable to the subsequent month's service.

3. RATES

3.1 All charges for firm LNG tanker discharging service shall be set forth on the Currently Effective Rate Sheets of this Tariff.

3.2 For all firm LNG tanker discharging service rendered under this Rate Schedule, Buyer shall pay Operator each month the charges set forth below:

(a) Reservation Charges: Buyer shall be assessed a monthly reservation charge for the prior month on each Dth of MDDQ specified in Buyer's Service Agreement and a monthly reservation charge for each Dth of ISQ specified in Buyer's Service Agreement.

(b) Commodity Charge: Buyer shall be assessed applicable commodity charge(s) per Dth of Natural Gas delivered during the prior month to or for the account of Buyer under this Rate Schedule.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

2.A. INCREMENTAL SENDOUT QUANTITIES (Continued)

(b) Operator shall also be allowed Excused Interruptions as follows:

(i) To the extent that sufficient nitrogen injection capability does not exist for Operator to conform LNG to be vaporized to the gas quality specifications set forth in Section 8 (Natural Gas Quality) of the GT&C.

(ii) To the extent that Operator must provide withdrawals under Rate Schedule FPS to any FPS Buyer on a firm basis.

(iii) To the extent that Operator is constrained from providing service in accordance with any term or condition in this Rate Schedule LTD-1 or any other applicable provision of Operator's effective FERC Gas Tariff.

(c) Service under this Section 2.A. shall be interrupted or made unavailable accordance with Sections 15 and 16 of the GT&C, as applicable.

(d) In the event that failure to provide ISQ service is not an Excused Interruption, Operator shall provide a full reservation charge credit to Buyer for each Dth of ISQ not provided. Such credit shall be provided in Buyer's monthly invoice applicable to the subsequent month's service.

3. RATES

3.1 All charges for firm LNG tanker discharging service shall be set forth on the Currently Effective Rate Sheets of this Tariff.

3.2 For all firm LNG tanker discharging service rendered under this Rate Schedule, Buyer shall pay Operator each month the charges set forth below:

(a) Reservation Charges: Buyer shall be assessed a monthly reservation charge for the prior month on each Dth of MDDQ specified in Buyer's Service Agreement and a monthly reservation charge for each Dth of ISQ specified in Buyer's Service Agreement.

(b) Commodity Charge: Buyer shall be assessed applicable commodity charge(s) per Dth of Natural Gas delivered during the prior month to or for the account of Buyer under this Rate Schedule.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

3. RATES (Continued)

3.2 (c) Retainage: Operator shall, as compensation for fuel used and lost and unaccounted for, reduce Buyer's Liquefied Gas Balance by a specified percentage. Such percentage shall be specified on the Currently Effective Rate Sheets of this Tariff, as subsequently adjusted in accordance with the GT&C.

(d) Surcharges: The surcharges applicable to this Rate Schedule.

(e) Regulatory Fees: Buyer shall pay Operator all fees required or approved by the Commission, or any regulatory body having jurisdiction, related to service provided to Buyer under this Rate Schedule.

3.3 If Operator is unable to provide the service required by this Rate Schedule LTD-1 for any reason, including an inability to provide service to Buyer under Elected FTS service, for a period (other than periods of reasonably scheduled maintenance not to exceed ten (10) days in any calendar year) that exceeds either (i) a cumulative total of twenty (20) days in any calendar year, or (ii) three (3) consecutive calendar days, Operator shall provide Buyer with a credit in an amount equal to (a) the cost of common equity and associated income taxes reflected in the Reservation Charge for LNG tanker discharging service under this Rate Schedule LTD-1 multiplied by (b) the quantity of the service that was interrupted or curtailed. Such credit shall be calculated prospectively for the period that the interruption or curtailment of service exceeds the periods set forth above. Notwithstanding the foregoing, in the event that Operator is unable to perform service required by this Rate Schedule LTD-1 solely as a result of the unavailability of any or all of the existing three (3) electric power generators at Operator's facility as of the commencement of Rate Schedule LTD-1 service (the "Original Generators"), then any credit available to Buyer under this Section 3.3 as a result of such inability shall be calculated prospectively beginning with the first day after the continuation of such inability for thirty (30) consecutive calendar days; provided, however, that this exception to the credit requirement shall cease to apply effective as of the date that Operator places in-service electric generation capacity that Operator determines, in its sole judgment, reasonably exercised, and after consultation with Buyers, will create sufficient electric generating capacity, not to exceed 8.5 megawatts, to provide a reasonable level of reserve capacity for the capacity created by the Original Generators taking into account the operational requirements of the Cove Point facility.

3.4 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.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

3. RATES (Continued)

3.2 (c) Retainage: Operator shall, as compensation for fuel used and lost and unaccounted for, reduce Buyer's Liquefied Gas Balance by a specified percentage. Such percentage shall be specified on the Currently Effective Rate Sheets of this Tariff, as subsequently adjusted in accordance with the GT&C.

(d) Surcharges: The surcharges applicable to this Rate Schedule.

(e) Regulatory Fees: Buyer shall pay Operator all fees required or approved by the Commission, or any regulatory body having jurisdiction, related to service provided to Buyer under this Rate Schedule.

3.3 If Operator is unable to provide the service required by this Rate Schedule LTD-1 for any reason, including an inability to provide service to Buyer under Elected FTS service, for a period (other than periods of reasonably scheduled maintenance not to exceed ten (10) days in any calendar year) that exceeds either (i) a cumulative total of twenty (20) days in any calendar year, or (ii) three (3) consecutive calendar days, Operator shall provide Buyer with a credit in an amount equal to (a) the cost of common equity and associated income taxes reflected in the Reservation Charge for LNG tanker discharging service under this Rate Schedule LTD-1 multiplied by (b) the quantity of the service that was interrupted or curtailed. Such credit shall be calculated prospectively for the period that the interruption or curtailment of service exceeds the periods set forth above.

3.4 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.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

4. NOMINATIONS AND SCHEDULING

4.1 General. LNG tanker discharging service shall be provided only after Buyer has submitted to Operator nominations for such service in accordance with Sections 4.2 and 4.3 of this LTD-1 Rate Schedule, and Operator has scheduled service in accordance with Sections 4.4 and 4.5 of this LTD-1 Rate Schedule.

4.2 LNG Discharging Nominations

(a) Timing of Nominations

(i) Preliminary Annual Discharge Schedule. As used below, the term "Scheduling Year" means (i) the period of time commencing with the anticipated date of first delivery of LNG hereunder and ending on the next September 30, and (ii) each subsequent period of twelve (12) calendar months beginning on October 1 and ending on the next September 30. Buyer shall submit to Operator, no later than three (3) months prior to each Scheduling Year, (i) estimates of the information specified in Section 4.2 (b), (ii) information required by Section 4.2(d) below, and (iii) any additional information Buyer may otherwise provide to Operator pertaining to the coordination and planning of the discharging of LNG tankers at the Cove Point terminal during the upcoming Scheduling Year (the "Preliminary Annual Discharge Schedule"). Operator will provide a preliminary, non-binding confirmation of the Preliminary Annual Discharge Schedule as soon as possible, but in no event later than ten (10) business days after receiving such Preliminary Annual Discharge Schedules from all Buyers under Rate Schedule LTD-1.

(ii) Monthly Discharge Schedule. Buyer shall, no later than seven (7) business days prior to each Month, submit to Operator a schedule detailing the information specified in Section 4.2 (b) and 4.2 (d) of the LNG to be discharged by Buyer at the Cove Point terminal during the succeeding month ("Monthly Discharge Schedule") together with a preliminary schedule for the two (2) months succeeding that month (the "Forward Schedule"). Operator will provide confirmation of the Monthly Discharge Schedule and a preliminary, non-binding confirmation of the Forward Schedule as soon as possible, but in no event later than the earlier of (a) two (2) business days after receiving proposed Monthly Discharge Schedules from all Buyers under Rate Schedule LTD-1, or (b) five (5) business days prior to each Month. Provided, however, that Operator may reject such nomination for failure to meet the specifications contained in Section 8(h) of the tariff, or conditionally confirm such nomination, provided that delivery of such non-conforming LNG will be subject to delivery as set forth in Section 5.5.

(iii) Operator shall notify each affected Buyer as soon as practicable in the event that, after providing a preliminary, non-binding confirmation of a Preliminary Annual Discharge Schedule or Forward Schedule, Operator becomes aware of any circumstance that would prevent Operator from providing the service proposed by such Preliminary Annual Discharge Schedule or Forward Schedule.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

4. NOMINATIONS AND SCHEDULING (Continued)

4.2 LNG Discharging Nominations (Continued)

(b) Contents of Nominations. Any monthly nomination submitted by Buyer to Operator for the receipt, storage and vaporization of LNG pursuant to this Rate Schedule shall consist of the information specified below. By submitting such nomination, Buyer warrants that it has obtained all necessary regulatory approvals to discharge LNG at the Cove Point terminal.

(i) Name of LNG tanker(s) scheduled;
(ii) Name of loading port(s) and departure date(s) of LNG tanker(s);
(iii) Arrival date(s) of LNG tanker(s) at Cove Point;
(iv) Quantity of LNG to be discharged;
(v) Molecular composition and Heating Value of LNG;
(vi) Estimated saturated pressure and temperature of LNG to be discharged; and
(vii) Estimated schedule of the disposition of Buyer's discharged LNG, including Boil-Off, less Operator's Retainage quantities, specifying quantities, dates and delivery points in conformance with the provisions of this Rate Schedule, Buyer's Service Agreement and the GT&C.

(c) Methods of Communication. Any nomination as prescribed above may be submitted to Operator via e-mail, Operator's electronic bulletin board ("EBB"), facsimile transmission or any other method of communication, as mutually agreed between Buyer and Operator, to the person(s) designated to receive such correspondence as set forth in the Service Agreement.

(d) Additional Information Requirements. Buyer shall comply with requests of Operator for additional information which Operator deems necessary in the performance of service hereunder or needed to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction hereunder. For purposes of such requests, any information which Buyer designates confidential or proprietary shall be treated as such by Operator, unless disclosure is required by applicable law or regulation.

(e) Changes to Nominations. Buyer shall inform Operator as soon as reasonably practicable, of any circumstance that may result in the arrival at Cove Point or discharging of an LNG tanker(s) on a date(s) other than the date(s) set forth in the then current Preliminary Annual Discharge Schedule, Forward Schedule and/or Monthly Discharge Schedule. In the event of such a circumstance, both Buyer and Operator shall use reasonable efforts to minimize any adverse effects on other Buyers or Operator arising or likely to arise from such circumstance. Buyer shall renominate and Operator shall confirm, the changes to the Monthly Discharge Schedule within 24 hours of submission.

(f) Changes to Molecular Composition and Heating Value of the LNG. Buyer shall inform Operator as soon as reasonably practicable of any changes to the molecular composition and heating value of the LNG from the information provided by Buyer in its nomination pursuant to Section 4.2(b)(v). If such change results in LNG that does not conform to the specifications in Section 8(h) of the General Terms and Conditions, acceptance of the change will be subject to the provisions of Section 5.5.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

4. NOMINATIONS AND SCHEDULING (Continued)

4.3 LNG Vaporization Nominations

(a) Subject to Section 5.5 of the Rate Schedule LTD-1, Buyer shall nominate, up to Buyer's MDDQ and ISQ, quantities of LNG to be vaporized, including Boil-Off and Retainage, and delivered as Natural Gas to delivery points along Operator's pipeline to or for Buyer's account pursuant to the nominating and scheduling provisions of Section 6 (Operating Conditions) of the GT&C of this Tariff.

(b) Subject to Section 2.5 of this Rate Schedule LTD-1, upon the request of Buyer, Operator shall, on a nondiscriminatory basis, allow nominations in excess of Buyer's combined MDDQ and ISQ when, in Operator's sole judgment, reasonably exercised, there is unused physical vaporization and send-out capacity which will allow Operator to deliver such excess quantity nominated by Buyer without adverse effect on Operator's firm service or operations ("Authorized Overrun Service"). Such Authorized Overrun Service will be charged the Authorized Overrun Service rate applicable to Buyer as set forth on the currently effective Rate Sheet of this Tariff.

(c) Buyer shall not tender or take gas at an hourly rate in excess of one twenty-fourth (1/24th) of Buyer's SDDQ. Operator may allow variations from this hourly delivery requirement, on a non-discriminatory basis, when it can do so in its reasonable judgment, without adverse effect on Operator's services or operations.

4.4 LNG Discharging Scheduling

(a) No LNG tanker shall be received or LNG discharging allowed to commence at the Cove Point terminal until Operator has confirmed Buyer's nominations for discharging of LNG as set forth in Sections 4.2(a) and (b) above and scheduled the applicable quantities.

(b) Once Operator has confirmed a nomination for LNG discharging pursuant to the Monthly Discharge Schedule, such service shall not be bumped.

4.5 LNG Vaporization Scheduling

(a) No LNG shall be vaporized until Operator has confirmed Buyer's vaporization nomination as set forth in Section 4.3 above and scheduled the applicable quantities, as specified in Section 6 (Operating Conditions) of the GT&C.

(b) Once Operator has confirmed a nomination for LNG vaporization, such service shall not be bumped, except as expressly provided in Section 2.A. of this Rate Schedule.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

4. NOMINATIONS AND SCHEDULING (Continued)

4.6 LNG Tanker Arrival Notices

(a) Buyer shall send or cause to be sent to Operator the following written notices containing an estimated date and hour of arrival of an LNG tanker at the Cove Point terminal and, if necessary, further notification to Operator any time an estimated time of arrival changes by more than twelve (12) hours:

(i) first, upon departure from the port of loading, such notice to include an estimate of the quantity of LNG to be discharged;
(ii) second, seventy-two (72) hours prior to arrival;
(iii) third, forty-eight (48) hours prior to arrival;
(iv) fourth, twenty-four (24) hours prior to arrival; and
(v) final notice, five (5) hours prior to the estimated time of arrival at the Cove Point terminal.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS

5.1 General

(a) Buyer shall make or cause to be made all necessary arrangements with third parties to effectuate (i) delivery to Operator of LNG at the Cove Point terminal, and (ii) receipt by downstream transporters of Natural Gas, all such arrangements consistent with the operation of this Rate Schedule and the GT&C of this Tariff.

(b) All discharging, storage and vaporization of LNG at the Cove Point terminal shall be carried out in strict conformity with all operating and safety rules and procedures of Operator, as may be amended from time to time, and with all federal, State and local laws, rules and regulations pertaining, but not limited to, operational, environmental, health and safety which may be applicable to the services provided herein.

5.2 LNG Tankers

(a) Unless otherwise agreed to by Operator, Operator shall only provide LNG discharging service for Buyer's LNG tanker(s) having specifications and characteristics as set forth in Section 5.3(a) of this Rate Schedule LTD-1. Notwithstanding the foregoing sentence, Operator shall be obligated to receive LNG from an LNG tanker not meeting the specifications set forth in Section 5.3(a) if in Operator's sole judgment, reasonably exercised, the tanker is otherwise compatible with the Cove Point terminal facilities. Except for changes required for legal, safety or regulatory reasons, Operator will not file for any change of the specifications in this Section 5.3 without agreement of the majority of LTD-1 Buyers (based upon capacity entitlement). Operator will provide Buyer at least three (3) months notice of changes to the specifications unless shorter notice is required for legal safety or regulatory reasons. Nothing in this section is intended to prevent any LTD-1 Buyer who has not agreed to such proposal from opposing such change before the Commission.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS (Continued)

5.2 LNG Tankers (Continued)

(b) Buyer's LNG tankers shall be able to unload at an average rate equal to or greater than nine thousand (9000) cubic meters per hour against a head of seventy-five (75) meters of LNG at the point of coupling between Buyer's LNG tanker's discharge manifold and Operator's unloading arms ("Discharge Point")or otherwise be able to unload the entire cargo within 18 hours without exceeding prudent operating conditions.

(c) The maximum saturation pressure of the cargo shall be no greater than the following, expressed in the respective units: 1100 millibar, 1.36 psi, or 15.95 psia.

(d) Buyer shall ensure that each LNG tanker be safely manned, operated and maintained in good working order and condition by a competent and reputable operator and shall notify Operator of arrangements made in this respect. Buyer's LNG tanker(s), or LNG tanker(s) delivering LNG on behalf of Buyer, shall comply with all applicable federal state and local laws, rules and regulations, including, but not limited to, those for the protection of the environment. Operator shall not be obligated to provide LNG tanker discharging service for any LNG tanker not in compliance with applicable regulations.

(e) Each Buyer shall obtain all approvals required from governmental authorities for the LNG tankers to enter and travel in the territorial waters of the United States, to berth and unload their cargoes and to depart from the Operator's facilities and leave the territorial waters of the United States, including, but not limited to, United States Customs Service, the United States Public Health Services, the United States Coast Guard, the United States Immigration and Naturalization Service and the United States Department of Agriculture.

With respect to requests by Buyer during its efforts to obtain the approvals set forth above or any requests by such governmental agencies made directly to Operator during Buyer's efforts to obtain such approvals or during the arrival of a LNG tanker, Operator shall provide good faith cooperation and assistance in obtaining such approvals and responding to any reasonable requests.

(f) Buyer shall obtain and maintain, or as appropriate shall have the owner, operator or charterer of each LNG tanker obtain and maintain, such insurance coverage as is customary and usual in the LNG shipping industry by a prudent owner (such as hull and machinery, P&I, or their equivalent), operator and/or charterer and such coverage in excess thereof as may be required by operation of applicable law. Buyer may, at its sole option, elect to insure commercially, self insure, or self assume in whole or in part any insurance obligation required of Buyer. Upon request of Operator, Buyer shall provide to Operator satisfactory evidence that the insurance required pursuant to this clause is in effect.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS (Continued)

5.3 Port Facilities and LNG Discharging

(a) Operator shall, subject to Section 5.2(a) above, provide port facilities capable of receiving LNG tankers as follows:

Overall Length:	Between 180.0 meters and 300.00 meters
Width:	Between 24.0 meters and 49 meters
Laden Draft:	No greater than 11.3 meters
Capacity:	70,000 - 148,000 cubic meters of LNG

(b) Operator shall make available or cause to be made available to Buyer at the Cove Point terminal, berthing and discharging facilities including:

(i) mooring equipment;
(ii) lighting sufficient to permit customary docking and undocking maneuvers by day or by night to the extent permitted by the port authorities;
(iii) unloading arms, pipes and appurtenant facilities permitting the discharging of LNG at an average rate of 10,200 cubic meters per hour and a maximum rate of 12,000 cubic meters per hour, at a discharge pressure of 6 bar gauge at the Discharge Point;
(iv) a vapor return line from the shore facilities to the LNG tanker adequate to maintain appropriate operating pressure in the tanks of the LNG tanker; and
(v) gangways on the pier to provide access for personnel to and from the LNG tanker.

(c) The captain of the Buyer's LNG tanker shall give written notice to Operator at the time the LNG tanker is ready to commence discharging LNG. Operator shall take all appropriate measures within its reasonable control to permit the unloading of the LNG tanker as quickly as possible. Unless otherwise permitted by Operator, Buyer's LNG tanker shall depart from the Cove Point pier as soon as discharging operations have finished and the LNG tanker is ready to leave.

(d) Buyer shall be responsible for the transportation to and from the Cove Point pier of (i) LNG tanker crews and other personnel associated with the LNG tankers; (ii) ships' stores and other goods and equipment needed by the LNG tankers; (iii) liquid nitrogen; (iv) LNG tankers' garbage and refuse; and (v) all other requirements of the LNG tankers. Bunkering of LNG tankers will not be permitted at the Cove Point terminal.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS (Continued)

5.3 Port Facilities and LNG Discharging (Continued)

(e) No LNG tanker shall engage in or cause any repairs, other than minor housekeeping repairs that do not materially affect the operation of an LNG tanker, to be made while berthed at the Cove Point pier without the express prior written consent of Operator, which shall not be unreasonably withheld; provided, however, upon written notice and explanation to Operator, an LNG tanker may make repairs which the United States Coast Guard requires to be made in order for that LNG tanker to travel in United States territorial waters.

(f) Each LNG tanker shall be allowed a berth time of 32 hours for discharging a cargo of LNG ("Berth Time"). Berth Time shall begin to run upon the completion of connection of the unloading arms to the LNG tanker and end at the time the last line is released upon departure from the berth. Time shall not be counted as Berth Time or wharfage if force majeure, Operator's fault or failure of facilities in discharging the LNG tanker delays the LNG tanker. Operator shall provide notice to Buyer to depart if the LNG tanker has failed to depart at the end of the Berth Time. If the LNG tanker has failed to depart at the time specified in Operator's notice, Buyer shall pay Operator a wharfage fee of $50,000 per day, prorated hourly, for the period during which the LNG tanker remains at berth beyond the time specified in Operator's notice except to the extent such delay in departing is caused by Operator or an event of force majeure. For the avoidance of doubt, force majeure shall not include, for purposes of this Section 5.3(f), the disability of a tanker if such disabled tanker can be removed from the berth through the exercise of due diligence (including the use of tugs). Wharfage fees collected from LTD-1 and LTD-2 Buyers will be credited to the next monthly invoice of the other LTD-1 Buyers, prorated based upon each such Buyer's fixed cost contributions paid.

(g) If an LNG tanker does not arrive at the Cove Point terminal as scheduled, Operator shall perform the LNG discharging service at the first available time when such service, including the scheduling, vaporization and delivery of LNG in Operator's storage tanks, can be accomplished without detriment to any other scheduled service.

(h) Operator's port facility shall include a berth and discharging facilities such that Buyer's LNG tankers that meet the specifications and requirements contained in Sections 5.2(a) and 5.3(a) of this Rate Schedule LTD-1 can safely enter, berth and depart, always afloat, at any time of day. For purposes of this Section 5.3(h), Operator's berth and discharging facilities shall be limited to the area and facilities that are located within Restricted Area 165.502 as identified on U.S. National Oceanic and Atmospheric Administration Chart No. 12264. Buyer, as of the date upon which Buyer originally executed its Service Agreement with Operator, shall inspect Operator's berth and discharging facility, and examine charts of the berth setting forth navigational requirements for vessels calling at that facility and Buyer shall thereafter have the right, but not the obligation, to inspect Operator's berth and discharging facilities, and charts of the berth. Operator will provide Buyer with notice of all known hazards related to the berth at the Cove Point LNG terminal. Operator assumes no liability as a bailee for Buyer's vessel(s) at any time. Operator assumes no responsibility for the inspection of Buyer's vessel while moored or any mooring lines. Notwithstanding any of the foregoing, this Section 5.3(h) shall not be interpreted to either (i) waive any defense that would otherwise be available to Buyer or Operator under general maritime law, nor (ii) relieve either Buyer or Operator of any duty that would otherwise be imposed upon such party under general maritime law.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS (Continued)

5.4 Storage and Delivery of LNG

(a) Operator shall have the unqualified right to commingle LNG received and stored hereunder with LNG from other sources and to treat and handle all such LNG as its own. All receipts, storage and deliveries of LNG or Natural Gas hereunder shall be made on a thermal equivalent basis with proper accounting of Boil-Off and Retainage quantities as provided for herein. Buyer shall make no claim arising from the fact that LNG or Natural Gas delivered by Operator to or for Buyer's account may not consist of the same molecules as those molecules contained in the LNG discharged from Buyer's LNG tanker.

(b) Buyer may transfer by sale or otherwise all or a portion of its LNG held in Operator's tanks pursuant to the terms and conditions of Section 11 (LNG Inventory Transfers Among Buyers) of the GT&C.

(c) Buyer's Liquefied Gas Balance shall be (1) increased for receipts by Operator of Buyer's LNG (excluding Regasified LNG returning to Buyer's vessel(s) during discharge of LNG), and (2) reduced by (i) the quantity delivered for Buyer's account, including deliveries of Boil-Off; and (ii) Buyer's Retainage; or (3) increased or reduced as applicable to account for inventory transfers under Section 11 of the GT&C.

(d) Buyer shall make all necessary arrangements for the delivery of Buyer's share of the Boil-Off on any Day, which share shall be the ratio of Buyer's beginning of day Liquefied Gas Balance to the total quantity of LNG in Operator's tanks attributable to Rate Schedule LTD-1 and LTD-2 Buyers.

(e) Balancing of actual quantities of LNG received, as adjusted for Retainage, Boil-Off, LNG inventory transfers and vaporized LNG delivered, as adjusted for Retainage, under this Rate Schedule shall be accomplished by adjustments to Buyer's Liquefied Gas Balance.

(f) Unless otherwise agreed by Operator, within 120 days after a quantity of LNG is discharged by Operator from an LNG tanker for Buyer's account, Buyer shall have caused that quantity to have been vaporized and delivered pursuant to this Rate Schedule and GT&C of this Tariff. If a Buyer fails to withdraw such LNG, then Operator may, at its option, take title to such LNG free and clear of any adverse claims, in which case Buyer shall indemnify Operator and hold it harmless from all costs, damages and liabilities arising out of the failure of Buyer to remove such LNG and all costs incurred for the disposal of such LNG by Operator, including any charges resulting from the sale of LNG to which it takes title hereunder. Operator shall extend the time available for Buyer to remove its LNG from storage by one Day for every Day that Buyer is unable to withdraw properly scheduled quantities due to force majeure, actions or inactions of Operator or operating conditions invoked by Operator. The value less any costs incurred by Operator to dispose of a particular Buyer's LNG which Operator has taken title to under the provisions of Section 5.4(f) will be allocated to the other LTD-1 Buyers annually, prorated based upon each such Buyer's fixed cost contributions paid.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS (Continued)

5.4 Storage and Delivery of LNG (Continued)

(g) Buyer shall withdraw, or otherwise dispose of all of its Liquefied Gas Balance by the date Buyer's Service Agreement with Operator terminates. If Buyer fails to withdraw or otherwise dispose of its Liquefied Gas Balance by such date, Operator may retain and take title to such remaining Liquefied Gas Balance free and clear of any adverse claims, in which case Buyer shall indemnify Operator and hold harmless from all costs, damages and liabilities arising out of the failure of Buyer to remove such LNG and all costs incurred for the disposal of such LNG by Operator, including any charges resulting from the sale of LNG to which it takes title hereunder. The value less any costs incurred by Operator to dispose of the LNG which Operator has taken title to under the provisions of Section 5.4(g) will be allocated to the accounts of non-offending LTD-1 Buyers annually, prorated based upon Buyer's fixed cost contributions paid.

5.5 Acceptance and Rejection of LNG

(a) Operator shall accept LNG for discharging which, when delivered to Operator, conforms to the specifications in Section 8(h) of the General Terms and Conditions; provided, however, that Operator shall not be required to accept LNG if in Operator's reasonable judgment, after accepting such LNG, Operator would not be able, even after using all available nitrogen injection and LNG blending capacity, to vaporize and send out such LNG in compliance with the natural gas quality specifications contained in Sections 8(e)(iv) and 8(j)(ii). An anticipated reduction in sendout quantity shall not entitle Operator to refuse to accept LNG that satisfies Section 8(h) of the General Terms and Conditions and all Buyers under this Rate Schedule LTD-1 understand that any resulting reduction in sendout quantity shall not result in any demand charge adjustments provided under Section 3.3 of this Rate Schedule LTD-1.

(b) Operator may accept LNG for discharging which does not conform to the specifications in Section 8(h) of the General Terms, if, in its sole judgment reasonably exercised, the acceptance of such LNG will not adversely affect the operations of the facilities or adversely affects Operator's ability to meet its service obligations under this Tariff. Operator may condition its acceptance of LNG that does not conform to the specifications in Section 8(h) upon Operator's ability to blend LNG of varying molecular composition and heat content and/or Buyer agreeing to restrictions upon scheduling of arrival of tankers, discharging of tankers, and vaporization of the LNG, including, but not limited to changes to the schedule for arrival of LNG tankers at the terminal, limitations on the quantity of LNG that may be discharged, restrictions on LNG Inventory Transfers among Buyers (Section 11 of the General Terms and Conditions), and limitations on the scheduling of vaporization.

5.6 Routine Maintenance

Operator shall provide Buyer with a schedule for routine maintenance as soon as practicable but in no event later than three (3) months prior to the deadlines specified in Section 4.2(a) of this Rate Schedule for submission of Buyer's proposed LTD-1 Annual Discharge Schedule. Operator shall notify Buyer of any changes to each schedule for routine maintenance no later than (i) one (1) month prior to the commencement of the originally scheduled maintenance or (ii) the commencement date for the changed maintenance period, whichever occurs sooner.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

6. RESPONSIBILITY, WARRANTY AND ASSIGNMENT

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

6.2 Buyer shall be responsible for all port or wharfage fees, pilotage fees, agent fees, taxes, levies or other charges imposed on Buyer's LNG vessels, or the LNG that Buyer delivers to the Cove Point terminal. The term "fees" as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the LNG or vaporized LNG itself or on the act, right or privilege of importing, producing, processing, transporting, handling, selling, receiving or delivering LNG or vaporized LNG, however such fees or charges are measured.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

6. RESPONSIBILITY, WARRANTY AND ASSIGNMENT (Continued)

6.3 Neither Operator nor Buyer shall be liable for any indirect or consequential damages incurred by Operator or Buyer or Buyer's Agent in connection with (i) Operator's performance or failure to perform any service available under this Tariff or (ii) Buyer's or Buyer's Agent's performance or failure to perform any obligation under this Tariff. Consequential damages shall include, but not be limited to, lost profits, lost earnings, and special and punitive damages.

6.4 Buyer shall indemnify, defend and hold Operator harmless from and against any and all losses, damages, costs, expenses, claims, suits, actions, proceedings and demurrage or delay arising out of or related to performance or nonperformance in connection with this Tariff by Buyer or operator of Buyer's vessel, the owners thereof or any other third party. In no event shall Buyer indemnify Operator from losses, damages, costs, expenses, claims, suits, actions, proceedings and demurrage or delay which are the result of Operator's negligence, bad faith or willful misconduct.

Operator shall indemnify, defend and hold Buyer harmless from and against any and all losses, damages, costs, expenses, claims, suits, actions, proceedings an demurrage or delay arising out of or related to performance or nonperformance in connection with this Tariff by Operator. In no event shall Operator indemnify Buyer from losses, damages, costs, expenses, claims, suits, actions, proceedings, and demurrage or delay which are the result of Buyers negligence, bad faith or willful misconduct.

6.5 Operator and Buyer each individually warrant that they shall, at the time of delivery of LNG, vaporized LNG or Natural Gas to the other, have good title to or good right to deliver all such LNG, vaporized LNG or Natural Gas, and that they shall deliver, or cause to be delivered, such LNG, vaporized LNG or Natural Gas free from all liens, encumbrances and claims whatsoever. Except as provided in Sections 6.3 and 6.4 herein, both Operator and Buyer shall, as to the LNG, vaporized LNG or Natural Gas it delivers or causes to be delivered to the other, indemnify and save the other harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims or any and all persons to said LNG, vaporized LNG or Natural Gas and to royalties, taxes, fees or charges thereon.

6.6 As to all matters within its actual or imputed control, Buyer represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations, and agrees to indemnify and hold Operator harmless against any and all actions, suits, or proceedings, concerning such service or arrangement, which are brought before or instituted by any authority having jurisdiction, except to the extent such action, suit or proceeding is the result of Operator's negligence, bad faith or willful misconduct.

As to all matters within its actual or imputed control, Operator represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations, and agrees to indemnify and hold Buyer harmless against any and all actions, suits or proceedings, concerning such service or arrangement which are brought before or instituted by any authority having jurisdiction, except to the extent such action, suit or proceeding is the result of Buyer's negligence, bad faith or willful misconduct.

RATE SCHEDULE LTD-1
FIRM LNG TANKER DISCHARGING SERVICE
(Continued)

6. RESPONSIBILITY, WARRANTY AND ASSIGNMENT (Continued)

6.7 The Service Agreement shall be binding upon and inure to the benefit of any successor to either Operator or Buyer by merger, consolidation or acquisition. Both Operator and Buyer may assign or pledge the Service Agreement and all rights and obligations thereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which either has executed or may execute hereafter as security for indebtedness or as an assignment of receivables; otherwise, neither Operator nor Buyer shall assign the Service Agreement or any of its rights hereunder unless it shall first have obtained the written consent of the other. Such consent shall not be unreasonably withheld.

7. GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions are applicable to this Rate Schedule and are hereby made part hereof. In the event of a conflict between the General Terms and Conditions and the provisions of this Rate Schedule LTD-l, the provisions of this Rate Schedule LTD-1 shall govern.

8. RESERVATIONS

Operator reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule LTD-1 and the other provisions of Operator's FERC Gas Tariff, and the applicability thereof, including the Form of Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's regulations thereunder.

9. INSURANCE

Operator shall obtain and maintain such insurance coverage as is customary and usual in the LNG industry for an LNG receiving facility. Upon request of Buyer, Operator shall provide to Buyer satisfactory evidence that the insurance required pursuant to this clause is in effect.

Sheet Nos. 38 - 49 Sheet Nos. 38 - 49 : Effective

Reserved for future use.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule LTD-2 is available to any Buyer for the purchase from Operator of interruptible LNG tanker discharging service, including unloading, storage, vaporization and delivery, at Operator's Cove Point LNG terminal, provided that:

(a) Each buyer of LTD-1 Service has received written notice of such proposed interruptible LNG tanker discharge service at least thirty (30) days prior to the date such service is proposed to be provided, such notice to include the date such service is to be provided, the expected size of the cargo to be received, and the expected quality and heat content of the LNG to be received;

(b) No later than ten (10) days prior to the date such service is proposed to be provided, no such Buyer of LTD-1 Service has provided written notice to the Operator that, in the reasonable judgment of such LTD-1 Buyer, the proposed interruptible tanker discharge service could adversely affect such LTD-1 Buyer's ability to use its scheduled tanker discharging service as set forth in the Annual Discharge Schedule or Monthly Discharge Schedule, whether by reason of the scheduling of deliveries, the relative quality of LNG being delivered or proposed to be delivered, the availability of vaporization and send-out capacity, port restrictions or otherwise;

(c) Operator has awarded capacity to Buyer under the provisions of Section 4 (Bidding Procedure) of the General Terms and Conditions ("GT&C") of this Tariff;

(d) Buyer and Operator have executed an LTD-2 Service Agreement for interruptible LNG tanker discharging service under this Rate Schedule; and

(e) Buyer complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The LNG tanker discharging service provided by Operator under this Rate Schedule shall be performed under Part 284 of the Commission's Regulations and the LTD-2 Service Agreement. Such service shall apply to all LNG discharged from an LNG tanker at the Operator's LNG terminal, stored as LNG, and subsequently delivered as vaporized LNG, or Boil-Off by Operator for Buyer under this Rate Schedule. Operator's maximum daily obligation to deliver vaporized LNG and Boil-Off, the Maximum Daily Delivery Quantity ("MDDQ"), shall be set forth in Buyer's LTD-2 Service Agreement. Service under this Rate Schedule shall be considered to be interruptible.

2.2 Interruptible LNG tanker discharging service of Operator under this Rate Schedule shall have the priority specified in Section 15 (Capacity and Imbalance Allocation) of the GT&C and shall be subject to interruption only to the extent provided in this Rate Schedule or in Sections 14 (Force Majeure) and 16 (Interruptions of Service) of the GT&C. Service hereunder shall be performed on a nondiscriminatory basis under the Natural Gas Act.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 In accordance with the further provisions of this Rate Schedule, Operator shall receive from or on behalf of Buyer LNG from LNG tanker(s) having specifications as set forth in Section 5.3 of this Rate Schedule LTD-2, provided that Operator shall not be obligated to receive more than Buyer's Maximum Contract Storage Quantity ("MCSQ") as stated in Buyer's LTD-2 Service Agreement. Operator shall subsequently deliver, to or for Buyer, the thermally equivalent quantity of Natural Gas, less Buyer's allocated share of Retainage and Boil-Off. Buyer shall nominate daily deliveries of Natural Gas, and, pursuant to Sections 6 (Operating Conditions) and 15 (Capacity and Imbalance Allocations) of the GT&C, Operator shall schedule for delivery the Scheduled Daily Delivery Quantities ("SDDQ") of Natural Gas to points of delivery along Operator's pipeline, such SDDQ to include Buyer's share of Boil-Off.

2.4 At no time shall Operator be obligated to receive LNG from Buyer if such receipt shall cause Buyer's total aggregate quantity of LNG in storage to exceed Buyer's MCSQ specified in Buyer's Service Agreement.

3. RATES

3.1 All charges for interruptible LNG tanker discharging service shall be set forth on the Currently Effective Rate Sheets of this Tariff.

3.2 For all interruptible LNG tanker discharging service rendered under this Rate Schedule, Buyer shall pay Operator each month the charges set forth below:

(a) Commodity Charge: Buyer shall be assessed applicable commodity charge(s) per dth of Natural Gas delivered during the prior month to or for the account of Buyer under this Rate Schedule.

(b) Retainage: Operator shall, as compensation for fuel used and lost and unaccounted for, reduce Buyer's Liquefied Gas Balance by a specified percentage. Such percentage shall be specified on the Currently Effective Rate Sheet of this Tariff, as subsequently adjusted in accordance with the GT&C.

(c) Surcharges: The surcharges applicable to this Rate Schedule.

(d) Regulatory Fees: Buyer shall pay Operator in advance all fees required by the Commission, or any regulatory body having jurisdiction, related to service provided to Buyer under this Rate Schedule including, but not limited to filing, reporting and application fees.

3.3 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.

4. NOMINATIONS AND SCHEDULING

4.1 General. LNG tanker discharging service shall be provided only after Buyer has submitted to Operator nominations for such service in accordance with Sections 4.2 and 4.3 of this LTD-2 Rate Schedule, and Operator has scheduled service in accordance with Sections 4.4 and 4.5 of this LTD-2 Rate Schedule.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 In accordance with the further provisions of this Rate Schedule, Operator shall receive from or on behalf of Buyer LNG from LNG tanker(s) having specifications as set forth in Section 5.3 of this Rate Schedule LTD-2, provided that Operator shall not be obligated to receive more than Buyer's Maximum Contract Storage Quantity ("MCSQ") as stated in Buyer's LTD-2 Service Agreement. Operator shall subsequently deliver, to or for Buyer, the thermally equivalent quantity of Natural Gas, less Buyer's allocated share of Retainage and Boil-Off. Buyer shall nominate daily deliveries of Natural Gas, and, pursuant to Sections 6 (Operating Conditions) and 15 (Capacity and Imbalance Allocations) of the GT&C, Operator shall schedule for delivery the Scheduled Daily Delivery Quantities ("SDDQ") of Natural Gas to points of delivery along Operator's pipeline, such SDDQ to include Buyer's share of Boil-Off.

2.4 At no time shall Operator be obligated to receive LNG from Buyer if such receipt shall cause Buyer's total aggregate quantity of LNG in storage to exceed Buyer's MCSQ specified in Buyer's Service Agreement.

2.5 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.

3. RATES

3.1 All charges for interruptible LNG tanker discharging service shall be set forth on the Currently Effective Rate Sheets of this Tariff.

3.2 For all interruptible LNG tanker discharging service rendered under this Rate Schedule, Buyer shall pay Operator each month the charges set forth below:

(a) Commodity Charge: Buyer shall be assessed applicable commodity charge(s) per dth of Natural Gas delivered during the prior month to or for the account of Buyer under this Rate Schedule.

(b) Retainage: Operator shall, as compensation for fuel used and lost and unaccounted for, reduce Buyer's Liquefied Gas Balance by a specified percentage. Such percentage shall be specified on the Currently Effective Rate Sheet of this Tariff, as subsequently adjusted in accordance with the GT&C.

(c) Surcharges: The surcharges applicable to this Rate Schedule.

(d) Regulatory Fees: Buyer shall pay Operator in advance all fees required by the Commission, or any regulatory body having jurisdiction, related to service provided to Buyer under this Rate Schedule including, but not limited to filing, reporting and application fees.

3.3 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.

4. NOMINATIONS AND SCHEDULING

4.1 General. LNG tanker discharging service shall be provided only after Buyer has submitted to Operator nominations for such service in accordance with Sections 4.2 and 4.3 of this LTD-2 Rate Schedule, and Operator has scheduled service in accordance with Sections 4.4 and 4.5 of this LTD-2 Rate Schedule.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

4. NOMINATIONS AND SCHEDULING (Continued)

4.2 LNG Discharging Nominations

(a) Timing of Nominations. Buyer shall nominate a tanker delivery schedule which shall conform with the time period of available capacity specified in Section 1.1 above.

(b) Contents of Nominations. Any nomination submitted by Buyer to Operator for the receipt, storage and vaporization of LNG pursuant to this Rate Schedule shall consist of the information specified below. By submitting such nomination, Buyer warrants that it has obtained all necessary regulatory approvals to discharge LNG at the Cove Point terminal.

(i) Name of LNG tanker(s) scheduled;
(ii) Name of loading port(s) and departure date(s) of LNG tanker(s);
(iii) Arrival date of LNG tanker(s) at Cove Point;
(iv) Quantity of LNG to be discharged;
(v) Molecular composition and Heating Value of LNG;
(vi) Estimated saturated pressure and temperature of LNG to be discharged; and
(vii) Estimated schedule of the disposition of Buyer's discharged LNG, less Operator's Retainage quantities, including Boil-Off, specifying quantities, dates and delivery points in conformance with the provisions of this Rate Schedule, Buyer's Service Agreement and the GT&C.

(c) Methods of Communication. Any nomination as prescribed above may be submitted to Operator via e-mail, Operator's electronic bulletin board ("EBB"), facsimile transmission or any other method of communication, as mutually agreed between Buyer and Operator, to the person(s) designed to receive such correspondence as set forth in the Service Agreement.

(d) Additional Information Requirements. Buyer shall comply with requests of Operator for additional information which Operator deems necessary in the performance of service hereunder or needed to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction hereunder. For purposes of such requests, any information which Buyer considers confidential or proprietary shall be treated as such by Operator, unless disclosure is required by applicable law or regulation.

(e) Changes to Nominations. Buyer shall inform Operator as soon as reasonably practicable, of any circumstance that may result in the arrival at Cove Point or discharging of an LNG tanker(s) on a date other than the date established pursuant to Sections 4.2 and 4.4. In the event of such a circumstance, both Buyer and Operator shall use reasonable efforts to minimize any adverse effects arising from such circumstance. Buyer shall renominate and Operator shall confirm the changes to the schedule within 24 hours of submission; provided, however, that service under Rate Schedule LTD-2 is only available during the time period specified pursuant to Section 1.1. above.

(f) Changes to Molecular Composition and Heating Value of the LNG. Buyer shall inform Operator as soon as reasonably practicable of any changes to the molecular composition and heating value of the LNG from the information provided by Buyer in its nomination pursuant to Section 4.2(b)(v). If such change results in LNG that does not conform to the specifications in Section 8(h) of the General Terms and Conditions, acceptance of the change will be subject to the provisions of Section 5.5.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

4. NOMINATIONS AND SCHEDULING (Continued)

4.3 LNG Vaporization Nominations

(a) Buyer shall nominate, up to Buyer's MDDQ, quantities of LNG to be vaporized, including Boil-Off and Retainage, and delivered as Natural Gas to delivery points along Operator's pipeline to or for Buyer's account pursuant to the nominating and scheduling provisions of Section 6 (Operating Conditions) of the GT&C of this Tariff. Operator shall not be obligated to deliver to Buyer a daily quantity in excess of Buyer's MDDQ. Operator may allow nominations in excess of Buyer's MDDQ on a non-discriminatory basis when it can do so, in its reasonable judgment, without adverse effect on Operator's services or operations ("Authorized Overrun Service"). Such Authorized Overrun Service will be charged the Authorized Overrun Rate applicable to Buyer as set forth on the Currently Effective Rate Sheets of this Tariff.

(b) Buyer shall not tender or take gas at an hourly rate in excess of one twenty-fourth (1/24th) of Buyer's SDDQ. Operator shall allow variations from this hourly delivery requirement, on a non-discriminatory basis when it can do so in its reasonable judgment, without adverse effect on Operator's services or operations.

4.4 LNG Discharging Scheduling

(a) No LNG tanker shall be received or LNG discharging allowed to commence at the Cove Point terminal until Operator has confirmed Buyer's nominations for both LNG and Natural Gas as set forth in Sections 4.2(a) and (b) above and scheduled the applicable quantities.

(b) Once Operator has confirmed a nomination for LNG discharging pursuant to this Rate Schedule, such service shall not be bumped.

4.5 LNG Vaporization Scheduling

No LNG shall be vaporized until Operator has confirmed Buyer's vaporization nomination as set forth in Section 4.3 above and scheduled the applicable quantities, as specified in Section 6 (Operating Conditions) of the GT&C.

4.6 LNG Tanker Arrival Notices

Buyer shall send or cause to be sent to Operator the following written notices containing an estimated date and hour of arrival of an LNG tanker at the Cove Point terminal and, if necessary, further notification to Operator any time an estimated time of arrival changes by more than twelve (12) hours:

(a) first, upon departure from the port of loading, such notice to include an estimate of the quantity of LNG to be discharged;
(b) second, seventy-two (72) hours prior to arrival;
(c) third, forty-eight (48) hours prior to arrival;
(d) fourth, twenty-four (24) hours prior to arrival; and
(e) final notice, five (5) hours prior to the estimated time of arrival at the Cove Point terminal.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS

5.1 General

(a) Buyer shall make or cause to be made all necessary arrangements with third parties to effectuate (i) delivery to Operator of LNG at the Cove Point terminal, and (ii) receipt by downstream transporters of LNG or Natural Gas, all such arrangements consistent with the operation of this Rate Schedule and the GT&C of this Tariff.

(b) All discharging, storage and vaporization of LNG at the Cove Point terminal shall be carried out in strict conformity with all operating and safety rules and procedures of Operator, as may be amended from time to time, and with all federal, state and local laws, rules and regulations pertaining, but not limited to, operational, environmental, health and safety which may be applicable to the services provided herein.

5.2 LNG Tankers

(a) Unless otherwise agreed to by Operator, Operator shall only provide LNG discharging service for Buyer's LNG tanker(s) having specifications and characteristics as set forth in Section 5.3(a) of this Rate Schedule LTD-2.

(b) Buyer's LNG tankers shall be able to unload at an average rate equal to or greater than nine thousand (9000) cubic meters per hour against a head of seventy-five (75) meters of LNG at the point of coupling between Buyer's LNG tanker's discharge manifold and Operator's unloading arms ("Discharge Point").

(c) The maximum saturation pressure of the cargo shall be no greater than the following, expressed in the respective units: 1100 millibar, 1.36 psi, or 15.95 psia.

(d) Buyer shall ensure that each LNG tanker be safely manned, operated and maintained in good working order and condition by a competent and reputable operator and shall notify Operator of arrangements made in this respect. Buyer's LNG tanker(s), or LNG tanker(s) delivering LNG on behalf of Buyer, shall comply with all applicable federal state and local laws, rules and regulations, including, but not limited to, those for the protection of the environment. Operator shall not be obligated to provide LNG tanker discharging service for any LNG tanker not in compliance with applicable regulations.

(e) Each Buyer shall obtain all approvals required from governmental authorities for the LNG tankers to enter and travel in the territorial waters of the United States, to berth and unload their cargoes and to depart from the Operator's facilities and leave the territorial waters of the United States, including, but not limited to, United States Customs Service, the United States Public Health Services, the United States Coast Guard, the United States Immigration and Naturalization Service and the United States Department of Agriculture.

(f) Buyer shall obtain and maintain, or as appropriate shall have the owner, operator or charterer of each LNG tanker obtain and maintain, such insurance coverage as is customary and usual in the shipping industry by a prudent owner (such as hull and machinery, P&I, or their equivalent), operator and/or charterer and such coverage in excess thereof as may be required by operation of applicable law. Upon request of Operator, Buyer shall provide to Operator satisfactory evidence that the insurance required pursuant to this clause is in effect.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS

5.3 Port Facilities and LNG Discharging

(a) Operator shall, subject to Section 5.2(a), provide port facilities capable of receiving LNG tankers of the following dimensions:

Overall Length:	Between 180.0 meters and 300.0 meters
Width:	Between 24.0 meters and 49 meters
Laden Draft:	No greater than 11.3 meters
Capacity:	70,000 - 148,000 cubic meters of LNG

(b) Operator shall make available or cause to be made available to Buyer at the Cove Point terminal, berthing and discharging facilities including:

(i) mooring equipment;
(ii) lighting sufficient to permit customary docking and undocking maneuvers by day or by night to the extent permitted by the port authorities;
(iii) unloading arms, pipes and appurtenant facilities permitting the discharging of LNG at an average rate of 10,200 cubic meters per hour and a maximum rate of 12,000 cubic meters per hour, at a discharge pressure of 6 bar gauge at the Discharge Point;
(iv) a vapor return line from the shore facilities to the LNG tanker adequate to maintain appropriate operating pressure in the tanks of the LNG tanker; and
(v) gangways on the pier to provide access for personnel to and from the LNG tanker.

(c) The captain of the Buyer's LNG tanker shall give written notice to Operator at the time the LNG tanker is ready to commence discharging LNG. Operator shall take all appropriate measures within its reasonable control to permit the unloading of the LNG tanker as quickly as possible. Unless otherwise permitted by Operator, Buyer's LNG tanker shall depart from the Cove Point pier as soon as discharging operations have finished and the LNG tanker is ready to leave.

(d) Unless otherwise agreed to by Operator and Buyer, Buyer shall be responsible for the transportation to and from the Cove Point pier and loading and unloading of the following: (i) LNG tanker crews and other personnel associated with the LNG tankers; (ii) ships' stores and other goods and equipment needed by the LNG tankers; (iii) liquid nitrogen; (iv) LNG tankers' garbage and refuse; and (v) all other requirements of the LNG tankers. Bunkering of LNG tankers will not be permitted at the Cove Point terminal.

(e) No LNG tanker shall engage in or cause any repairs, other than minor housekeeping repairs that do not materially affect the operation of an LNG tanker, to be made while berthed at the Cove Point pier without the express prior written consent of Operator which shall not be unreasonably withheld; provided, however, upon written notice and explanation to Operator, an LNG tanker may make repairs which the United States Coast Guard requires to be made in order for that LNG tanker to travel in United States territorial waters.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS (Continued)

5.3 Port Facilities and LNG Discharging (Continued)

(f) Each LNG tanker shall be allowed a berth time of 32 hours for discharging a cargo of LNG ("Berth Time"). Berth Time shall begin to run at the time the LNG tanker is secure in berth at the Cove Point terminal and end at the time the last line is released upon departure from the berth. Time shall not be counted as Berth Time or wharfage if Operator's fault or failure of facilities in discharging the LNG tanker delays the LNG tanker. Operator will provide Buyer notice to depart if Buyer has failed to depart at the end of the 32 hours. Should the then-noticed Buyer fail to act upon the notice to depart, Buyer shall pay Operator a wharfage fee of $50,000 per day, prorated hourly, for the period during which the LNG tanker remains at berth in excess of its Berth Time. Wharfage fees collected from a Buyer will be credited to Rate Schedule LTD-1 Buyers monthly prorated based on each respective LTD-1 Buyer's actual fixed cost contribution.

(g) If an LNG tanker does not arrive at the Cove Point terminal as scheduled, Operator shall perform the LNG discharging service at the first available time when such service, including the scheduling, vaporization and delivery of LNG in Operator's storage tanks, can be accomplished without detriment to any other scheduled service; and, provided further, that all necessary modifications to the affected Monthly and Annual Discharge Schedules have been agreed upon by all affected parties. Buyer shall pay all costs incurred by Operator as a result of its LNG tanker's failure to arrive at the Cove Point terminal as scheduled.

5.4 Storage and Delivery of LNG

(a) Operator shall have the unqualified right to commingle LNG received and stored hereunder with LNG from other sources and to treat and handle all such LNG as its own. All receipts, storage and deliveries of LNG or Natural Gas hereunder shall be made on a thermal equivalent basis with proper accounting of Boil-Off and Retainage quantities as provided for herein. Buyer shall make no claim arising from the fact that LNG or Natural Gas delivered by Operator to or for Buyer's account may not consist of the same molecules as those molecules contained in the LNG discharged from Buyer's LNG tanker.

(b) Buyer may transfer by sale or otherwise all or a portion of its LNG held in Operator's tanks pursuant to the terms and conditions of Section 11 (LNG Inventory Transfers Among Buyers) of the GT&C.

(c) Buyer's Liquefied Gas Balance shall be (1) increased for receipts by Operator of Buyer's LNG (excluding Boil-Off returning to Buyer's vessel(s) during discharge of LNG), and (2) reduced by (i) the quantity delivered for Buyer's account, including deliveries of Boil-Off; and (ii) Buyer's Retainage; (3) increased or reduced as applicable to account for inventory transfers under Section 11 of the GT&C.

(d) Buyer shall make all necessary arrangements for the delivery of Buyer's share of the Boil-Off on any Day, which share shall be the ratio of Buyer's beginning of day Liquefied Gas Balance to the total quantity of LNG in Operator's tanks attributable to Rate Schedule LTD-1 and LTD-2 Buyers.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

5. OPERATING CONDITIONS (Continued)

5.4 Storage and Delivery of LNG (Continued)

(e) Buyer shall withdraw, or otherwise dispose of all of its Liquefied Gas Balance by the date Buyer's Service Agreement with Operator terminates or by the end of the time period specified pursuant to Section 1.1(a). If Buyer fails to withdraw or otherwise dispose of its Liquefied Gas Balance by such date, Operator may retain and take title to such remaining Liquefied Gas Balance free and clear of any adverse claims, in which case Buyer shall indemnify Operator and hold harmless from all costs, damages and liabilities arising out of the failure of Buyer to remove such LNG and all costs incurred for the disposal of such LNG by Operator, including any changes resulting from the sale of LNG to which it takes title hereunder. The value less any costs incurred by Operator to dispose of the LNG which Operator has taken title to under the provisions of Section 5.4(f) will be allocated to the accounts of Rate Schedule LTD-1 Buyers annually, prorated based upon each LTD-1 Buyer's fixed cost contributions paid.

(f) Balancing of actual quantities of LNG received, as adjusted for Retainage, LNG inventory transfers and vaporized LNG delivered, as adjusted for Retainage, under this Rate Schedule shall be accomplished by adjustments to Buyer's Liquefied Gas Balance.

5.5 Non-Conforming LNG

Operator shall not accept LNG from Buyer if in Operator's reasonable judgment, after accepting such LNG, Operator would not be able to send out Natural Gas that would comply with the quality specifications contained in Sections 8(e)(iv) and 8(j)(ii) without any possible reduction in the send out quantity Operator anticipates will be scheduled by firm Buyers. For purposes of determining whether such Natural Gas would comply with such specifications under this provision, (i) Operator shall consider the anticipated availability of nitrogen blending upon delivery of such LNG, and (ii) Operator shall consider available LNG blending upon delivery of such LNG.

6. RESPONSIBILITY, WARRANTY AND ASSIGNMENT

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

6.2 Buyer shall be responsible for all port or wharfage fees, pilotage fees, agent fees, taxes, levies or other charges imposed on Buyer's LNG vessels, or the LNG that Buyer delivers to the Cove Point terminal. The term "fees" as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the LNG or vaporized LNG itself or on the act, right or privilege of importing, producing, processing, transporting, handling, selling, receiving or delivering LNG or vaporized LNG, however such fees or charges are measured.

6.3 Operator shall not be liable for any indirect or consequential damages incurred by Buyer in connection with Operator's performance or failure to perform any service available under this Tariff. Consequential damages shall include, but not be limited to, lost profits, lost earnings, and special and punitive damages.

6.4 Buyer shall indemnify, defend and hold Operator harmless from and against any and all losses, damages, costs, expenses, claims, suits, actions, proceedings and demurrage or delay arising out of or related to performance or nonperformance in connection with this Tariff by Buyer or Operator of Buyer's vessel, the owners thereof or any other third party. Except to the extent that such losses, damages, costs, expenses, claims, suits, actions, proceedings and demurrage or delay that are the result of Operator's bad faith or willful misconduct.

RATE SCHEDULE LTD-2
INTERRUPTIBLE LNG TANKER DISCHARGING SERVICE
(Continued)

6. RESPONSIBILITY, WARRANTY AND ASSIGNMENT (Continued)

6.5 Operator and Buyer each individually warrant that they shall, at the time of delivery of LNG, vaporized LNG or Natural Gas to the other, have good title to or good right to deliver all such LNG, vaporized LNG or Natural Gas, and that they shall deliver, or cause to be delivered, such LNG, vaporized LNG or Natural Gas free from all liens, encumbrances and claims whatsoever. Except as provided in Sections 6.3 and 6.4 herein, both Operator and Buyer shall, as to the LNG, vaporized LNG or Natural Gas it delivers or causes to be delivered to the other, indemnify and save the other harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims or any and all persons to said LNG, vaporized LNG or Natural Gas and to royalties, taxes, fees or charges thereon.

6.6 As to all matters within its actual or imputed control, Buyer represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations, and agrees to indemnify and hold Operator harmless against any and all actions, suits, or proceedings, concerning such service or arrangement, which are brought before or instituted by any authority having jurisdiction, except to the extent such action, suit or proceedings is the result of Operator's bad faith or willful misconduct.

6.7 The Service Agreement shall be binding upon and inure to the benefit of any successor to either Operator or Buyer by merger, consolidation or acquisition. Both Operator and Buyer may assign or pledge the Service Agreement and all rights and obligations thereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which either has executed or may execute hereafter as security for indebtedness or as an assignment of receivables; otherwise, neither Operator nor Buyer shall assign the Service Agreement or any of its rights hereunder unless it shall first have obtained the written consent of the other. Such consent shall not be unreasonably withheld.

7. GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions are applicable to this Rate Schedule and are hereby made part hereof. In the event of a conflict between the General Terms and Conditions and the provisions of this Rate Schedule LTD-2, the provisions of this Rate Schedule LTD-2 shall govern.

8. RESERVATIONS

Operator reserves the right from time to time unilaterally to make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule LTD-2 and the other provisions of Operator's FERC Gas Tariff, and the applicability thereof, including the Form of Service Agreement hereunder, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

Sheet Nos. 59 - 69 Sheet Nos. 59 - 69 : Effective

Reserved for future use.

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 Dominion Cove Point LNG, LP (hereinafter referred to as "Operator") of a firm peaking service consisting of the receipt and liquefication 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, 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.

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

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 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) Buyer, in addition to the firm peaking service received under this Rate Schedule, may make a one-time election during the term of Buyer's Service Agreement with Operator to receive transportation service under Operator's Rate Schedule FTS ("Elected FTS Service"). The Maximum Firm Transportation Quantity ("MFTQ") for such Elected FTS Service shall not exceed Buyer's MDPQ and the term for such Elected FTS Service shall not extend beyond the term of Buyer's Service Agreement under this Rate Schedule. Buyer may nominate quantities of Natural Gas for receipt and delivery along the Cove Point Pipeline under the Elected FTS Service pursuant to the scheduling provisions of Rate Schedule FTS; provided, however, that the total daily combined quantities flowing under this Rate Schedule (exclusive of Authorized Excess Withdrawal Quantities) and the Elected FTS Service shall not exceed Buyer's MDPQ. The Reservation Charge to be paid by Buyer each month under the Elected FTS Service shall be credited against Buyer's monthly charge to be paid pursuant to Buyer's Service Agreement with Operator under this Rate Schedule. The Elected FTS Service shall have the same priority for capacity allocations and interruptions as firm transportation service provided by Operator under Rate Schedule FTS.

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 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.

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

4. RATE

(a) All charges for firm peaking service shall be set forth in the Currently Effective Rate Sheet 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. Pursuant to 18 C.F.R. Section 284.8(i) of the Commission's regulations, until September 30, 2002, the maximum rate ceiling does not apply to capacity release transactions of less than one year. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

(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 or LNG receipts shall be those specified in the Currently Effective Rate Sheet 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.

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

4. RATE

(a) All charges for firm peaking service shall be set forth in the Currently Effective Rate Sheet 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.

(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 or LNG receipts shall be those specified in the Currently Effective Rate Sheet 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.

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

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 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 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.

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

5. DESCRIPTION OF OPERATIONS (Continued)

(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.

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

5. DESCRIPTION OF OPERATIONS (Continued)

(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 Liquified 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 Liquified 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.

(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 or LNG prior to Operator's receipt thereof, or after Operator's delivery of Natural Gas or regasified LNG thereof, to or for Buyer's account.

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

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.

Sheet Nos. 77 - 89 Sheet Nos. 77 - 89 : Effective

Reserved for future use.

RATE SCHEDULE FTS
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Buyer for the purchase from Dominion Cove Point LNG, LP (hereinafter referred to as "Operator") of firm transportation service consisting of the receipt and delivery of Natural Gas on the Cove Point Pipeline, provided that:

(a) Operator has sufficient facilities and transportation capacity available to receive Natural Gas from or on behalf of Buyer and deliver Natural Gas to or for Buyer without diminishing the level of existing service to other Buyers under firm services offered by Operator;

(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 initiation of service hereunder;

(c) Buyer and Operator have executed an FTS Service Agreement for firm transportation service under this Rate Schedule in the form included in this Tariff; and

(d) Buyer complies with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) The transportation service provided by Operator under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Such service shall be provided on a firm basis and shall apply to all Natural Gas transported each day by Operator for Buyer under this Rate Schedule, up to the Maximum Firm Transportation Quantity ("MFTQ") set forth in Buyer's FTS Service Agreement.

(b) Firm transportation services of Operator under this Rate Schedule shall have the priority status specified in Section 15 (Capacity Allocation) and be subject to interruptions to the extent provided in this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions. Transportation services shall be provided by Operator to any Buyer in accordance with the terms and conditions of this Rate Schedule, on a nondiscriminatory basis under the Natural Gas Act.

(c) Firm transportation services under this Rate Schedule shall be available for periods each year of less than twelve (12) consecutive months provided that sufficient capacity and facilities exist to provide such service for the requested period. The term of the Service Agreements for such service shall be established in accordance with Section 5 (Service Agreement) of the General Terms and Conditions.

RATE SCHEDULE FTS
Firm Transportation Service
(Continued)

3. TRANSPORTATION SERVICE PROVIDED

(a) In accordance with the further provisions of this Rate Schedule, Operator shall receive Scheduled Daily Receipt Quantities of Natural Gas from or on behalf of Buyer and shall deliver thermally equivalent Scheduled Daily Delivery Quantities, less quantities for Operator's fuel use, losses and unaccounted for purposes (herein referred to as "Retainage"), to or for Buyer. Service under this Rate Schedule shall be provided on a firm basis.

(b) Operator's maximum obligation to receive Natural Gas for transportation service on any day for Buyer shall be limited to the lesser of (i) Buyer's MFTQ plus Retainage, or (ii) Buyer's Scheduled Daily Receipt Quantity. Operator's maximum obligation to deliver Natural Gas on any day for Buyer under this Rate Schedule shall be the lesser of (i) Buyer's MFTQ, or (ii) Buyer's Scheduled Daily Delivery Quantity, or (iii) the quantity of Natural Gas Operator receives for Buyer less Retainage.

(c) Buyer shall have the right to release and assign the service rights under its FTS Service Agreement in accordance with Section 10 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a Replacement Customer under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable General Terms and Conditions.

RATE SCHEDULE FTS
Firm Transportation Service
(Continued)

4. RATE

(a) All charges for firm transportation service shall be set forth in the Currently Effective Rate sheet of this Tariff.

(b) For all transportation 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 MFTQ specified in the Buyer's FTS Service Agreement.

(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.

In addition to the Commodity Charge specified above, Operator shall charge Buyer the Cove Point East commodity electric surcharge specified in this tariff for Secondary Receipts tendered at the interconnection of Transcontinental Gas Pipe Line Corporation and the Cove Point Pipeline (the "Transco Interconnect") for delivery to Delivery Points other than the Cove Point LNG Plant. However, if during the Timely Nomination Cycle, as described in Section 6.(b).(5) of the GT&C, Operator determines that deliveries off of the Cove Point Pipeline at the Transco Interconnect will exceed receipts onto the Cove Point Pipeline at the Transco Interconnect for the upcoming Gas Day, the Cove Point East commodity electric surcharge for that Gas Day on all timely nominated Secondary Receipts at the Transco Interconnect will not be assessed. Under such circumstances, Operator will provide notification to the affected Buyers by or before the time of receipt of scheduled quantities by Buyer. All Secondary Receipts nominated at the Transco Interconnect for delivery to Delivery Points other than the Cove Point LNG Plant submitted during a subsequent nomination cycle will be assessed the Cove Point East commodity electric surcharge.

(3) Retainage:

i. Operator shall retain from Buyer's Natural Gas tendered for transportation hereunder, a percentage as compensation for fuel used and lost and unaccounted for quantities in Operator's operation (Retainage). Such percentage shall be specified in the Currently Effective Rate sheet of this Tariff, as subsequently adjusted in accordance with the General Terms and Conditions of this Tariff.

ii. In addition to the retainage specified above, Operator shall retain from Buyer the Cove Point East Fuel Retainage specified in this tariff for Secondary Receipts tendered at the interconnection of Columbia Gas Transmission and the Cove Point Pipeline (the "Columbia Interconnect") and/or the interconnection of Dominion

Transmission, Inc. (or "DTI") and the Cove Point Pipeline (the "DTI Interconnect") for delivery to Delivery Points other than the Cove Point LNG Plant. However, if during the Timely Nomination Cycle, as described in Section 6.(b).(5) of the GT&C, Operator determines that deliveries off of the Cove Point Pipeline at the Columbia Interconnect and the DTI Interconnect will exceed receipts onto the Cove Point Pipeline at the Columbia Interconnect and the DTI Interconnect for the upcoming Gas Day, the Cove Point East Fuel Retainage for that Gas Day on all timely nominated Secondary Receipts at the Columbia Interconnect and/or the DTI Interconnect will not be assessed. Under such circumstances, Operator will provide notification to the affected Buyers by or before the time of receipt of scheduled quantities by Buyer. All Secondary Receipts nominated at the Columbia Interconnect and/or the DTI Interconnect for delivery to Delivery Points other than the Cove Point LNG Plant submitted during a subsequent nomination cycle will be assessed the Cove Point East Fuel Retainage.

RATE SCHEDULE FTS
Firm Transportation Service
(Continued)

4. RATE (continued)

(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 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. NOMINATIONS OF SCHEDULED DAILY RECEIPTS AND DELIVERIES

A Buyer shall nominate quantities of Natural Gas for transportation under its Service Agreement pursuant to the nominating and scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff.

6. POSSESSION OF NATURAL GAS

Operator shall be deemed to be in control of and have responsibility for Natural Gas 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 have no responsibility with respect to such Natural Gas prior to Operator's receipt thereof, or after Operator's delivery of such, to or for Buyer's account.

7. WARRANTY OF TITLE

Buyer hereby warrants title to all Natural Gas delivered to Operator by Buyer, or others at Buyer's direction, for transportation hereunder 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 any breach of the foregoing warranty. At no time during the Operator's possession of Natural Gas received 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 the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Section 11 (LNG Inventory Transfers). However, in the event of inconsistencies between the General Terms and Conditions and this Rate Schedule FTS, the terms and conditions of this Rate Schedule FTS shall prevail.

Sheet Nos. 94 - 109 Sheet Nos. 94 - 109 : Effective

Reserved for future use.

RATE SCHEDULE ITS
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Buyer for the purchase from Dominion Cove Point LNG, LP (hereinafter referred to as "Operator") of interruptible transportation service consisting of the receipt and delivery of Natural Gas on the Cove Point Pipeline, provided that:

(a) Operator has sufficient facilities and transportation capacity available to receive Natural Gas from or on behalf of Buyer and deliver Natural Gas to or for Buyer without diminishing the level of existing service to other Buyers under firm services offered by Operator;

(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 this Rate Schedule;

(c) Buyer and Operator have executed an ITS Service Agreement for interruptible transportation 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 transportation service provided by Operator under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Such service shall be provided on an interruptible basis and shall apply to all Natural Gas transported by Operator for Buyer under this Rate Schedule, up to the Interruptible Transportation Quantity (ITQ) set forth in Buyer's ITS Service Agreement.

(b) Interruptible transportation services of Operator under this Rate Schedule shall have, subject to the scheduling provisions of this Tariff, the priority status specified in Section 15 (Capacity Allocation) and be subject to interruptions to the extent provided in this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions. Transportation services shall be provided by Operator to any Buyer in accordance with the terms and conditions of this Rate Schedule, on a nondiscriminatory basis under the Natural Gas Act.

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

3. TRANSPORTATION SERVICE PROVIDED

(a) In accordance with the further provisions of this Rate Schedule, Operator shall receive scheduled quantities of Natural Gas from or on behalf of Buyer at Buyer's Receipt Points and shall deliver thermally equivalent scheduled quantities, less quantities for Operator's fuel use, losses and unaccounted purposes (herein referred to as "Retainage"), to or for Buyer at Buyer's Delivery Points. Service provided under this Rate Schedule shall be subject to interruption at any time or as required to provide service to customers under any firm rate schedule.

(b) Operator's maximum obligation to receive Natural Gas for transportation service on any date for Buyer shall be limited to the lesser of (i) Buyer's ITQ plus Retainage, or (ii) Buyer's Scheduled Daily Receipt Quantity. Operator's maximum obligation to deliver Natural Gas on any day for Buyer under this Rate Schedule shall be the lesser of (i) Buyer's ITQ, or (ii) Buyer's Scheduled Daily Delivery Quantity, or (iii) the quantity of Natural Gas Operator receives for Buyer less Retainage.

(c) Buyer shall not be permitted to increase its existing flowing quantities under this Rate Schedule, regardless of the Transportation Quantity set forth in Buyer's ITS Service Agreement, if such increase would cause a reduction of existing quantities flowing on Operator's system under any other Service Agreement of equal or higher priority. For purposes of making this determination with regard to requests for increased flowing quantities as of the first Day of a Month, the existing quantities flowing on Operator's system shall be deemed to be those quantities flowing on the fifth business day preceding the first Day of that Month. A scheduled temporary reduction in the quantities being transported, if requested by Buyer and approved by Operator, shall not reduce the level of Buyer's existing quantities flowing on Operator's system for purposes of this paragraph.

(d) Service rights under an ITS Service Agreement may not be released and assigned.

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

4. BIDDING PROCEDURE

(a) Operator on a daily basis shall post a notice on its EBB setting forth: (i) the capacity available for bidding under this Rate Schedule, including capacity at applicable receipt and delivery points; and (ii) the Minimum Bid Rate, inclusive of applicable surcharges for such capacity. The Minimum Bid Rate shall not be higher than the total effective Maximum ITS Rate set forth in the Currently Effective Rates sheet of this Tariff. All bids between the Minimum Bid Rate and the Maximum ITS Rate shall be deemed to be selective discounts and shall be reported under any Commission regulations applicable to such selective discounts.

(b) Buyers seeking to obtain all or a portion of that capacity shall, through Operator's EBB, submit their bids for the capacity to Operator, together with their nominations of service under the provisions of Section 6 of this Rate Schedule ITS. Buyer's bid for capacity under this Rate Schedule shall state the rate Buyer is offering to pay for the service it has nominated in terms of cents per Dth (¢/Dth) to the nearest hundredth of a cent (00.00¢). Buyer's bid rate shall be no lower than the Minimum Bid Rate and no higher than the total effective Maximum ITS Rate as set forth on the Currently Effective Rates sheet of this Tariff. Operator may reject any bids: (i) for an amount lower than the Minimum Bid Rate; or (ii) from bidders that do not currently have an ITS Service Agreement with Operator.

(c) Operator shall allocate the capacity available under this Rate Schedule based upon the respective bid rates received for that capacity, and in accordance with the provisions of Section 15 (Capacity Allocation) of the General Terms and Conditions.

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

5. RATE

(a) All charges for interruptible transportation service shall be set forth in the Currently Effective Rate Sheet of this Tariff.

(b) For all transportation service rendered under this Rate Schedule, Buyer shall pay Operator Buyer's Bid Rate each month which shall include the charges set forth below:

(1) Commodity Charge: The Commodity Charge per Dth of gas delivered during the prior month to or for the account of Buyer under this rate schedule, such charge being no lower than the Total Effective Minimum Rate or higher than the Total Effective Maximum Rate.

In addition to the Commodity Charge specified above, Operator shall charge Buyer the Cove Point East commodity electric surcharge specified in this tariff for receipts tendered at the interconnection of Transcontinental Gas Pipe Line Corporation and the Cove Point Pipeline (the "Transco Interconnect"). However, if during the Timely Nomination Cycle, as described in Section 6.(b)(5) of the GT&C, Operator determines that deliveries off of the Cove Point Pipeline at the Transco Interconnect will exceed receipts onto the Cove Point Pipeline at the Transco Interconnect for the upcoming Gas Day, the Cove Point East commodity electric surcharge for that Gas Day on all timely nominated receipts at the Transco Interconnect will not be assessed. Under such circumstances, Operator will provide notification to the affected Buyers by or before the time of receipt of scheduled quantities by Buyer. All receipts nominated at the Transco Interconnect during a subsequent nomination cycle will be assessed the Cove Point East commodity electric surcharge.

(2) Retainage:

i. Operator shall retain from Buyer's Natural Gas tendered for transportation, a percentage as compensation for fuel used and lost and unaccounted for quantities in Operator's operations (Retainage). Such percentage shall be specified in the Currently Effective Rate Sheet of this Tariff as subsequently adjusted in accordance with the General Terms and Conditions of this Tariff.

ii. In addition to the retainage specified above, Operator shall retain from Buyer the Cove Point East Fuel Retainage specified in this tariff for receipts tendered at the interconnection of Columbia Gas Transmission and the Cove Point Pipeline (the "Columbia Interconnect") and/or the interconnection of Dominion Transmission, Inc. (or "DTI") and the Cove Point Pipeline (the "DTI Interconnect"). However, if during the Timely Nomination Cycle, as described in Section 6.(b)(5) of the GT&C, Operator determines that deliveries off of the Cove Point Pipeline at the Columbia Interconnect and the DTI Interconnect will exceed receipts onto the Cove Point Pipeline at the Columbia Interconnect and the DTI Interconnect for the upcoming Gas Day, the Cove Point East Fuel Retainage for that Gas Day on all timely nominated

receipts at the Columbia Interconnect and/or the DTI Interconnect will not be assessed. Under such circumstances, Operator will provide notification to the affected Buyers by or before the time of receipt of scheduled quantities by Buyer.

All receipts nominated at the Columbia Interconnect and/or DTI Interconnect during a

subsequent nomination cycle will be assessed the Cove Point East Fuel Retainage.

(3) Surcharges: The surcharges applicable to this Rate Schedule.

(4) Regulatory Fees: Buyer shall pay to Operator in advance all fees required by the Commission, or any regulatory body having jurisdiction, related to 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.

RATE SCHEDULE ITS
Interruptible Transportation Service
(Continued)

6. NOMINATIONS OF SCHEDULED DAILY RECEIPTS AND DELIVERIES

(a) A Buyer shall nominate quantities of Natural Gas for transportation under its Service Agreement pursuant to the nominating and scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff.

(b) Operator shall deliver to Buyer each hour the quantity of Natural Gas requested by Buyer; provided, however, that if the operational integrity of Operator's system or Operator's ability to provide service to any customer under any Rate Schedule is threatened by such deliveries, Operator may, at any time thereafter, require Buyer to accept each hour such quantities of Natural Gas less Retainage as are received each hour for Buyer's account at the Receipt Points.

7. POSSESSION OF NATURAL GAS

Operator shall be deemed to be in control of and have responsibility for Natural Gas 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 have no responsibility with respect to such Natural Gas prior to Operator's receipt thereof, or after Operator's delivery of such, to or for Buyer's account.

8. WARRANTY OF TITLE

Buyer hereby warrants title to all Natural Gas delivered to Operator by Buyer, or others at Buyer's direction, for transportation hereunder 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 any breach of the foregoing warranty. At no time during the Operator's possession of Natural Gas received 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.

9. GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4 (Bidding for Available Firm Service), 10 (Release and Assignment of Service Rights) and 11 (LNG Inventory Transfers). However, in the event of inconsistencies between the General Terms and Conditions and this Rate Schedule ITS, the terms and conditions of this Rate Schedule ITS shall prevail.

Sheet Nos. 115 - 129 Sheet Nos. 115 - 129 : Effective

Reserved for future use.

RATE SCHEDULE OTS
Off-Peak Firm Transportation Service

1. AVAILABILITY

1.1 This Rate Schedule is available to any Buyer for the purchase from Dominion Cove Point LNG, LP (hereinafter referred to as "Operator") of off-peak firm transportation service consisting of the receipt and delivery of Natural Gas on the Cove Point Pipeline, provided that:

(a) Operator has sufficient facilities and transportation capacity available to receive Natural Gas from or on behalf of Buyer and to deliver Natural Gas to or for Buyer, under the terms of this Rate Schedule, without diminishing the level of existing service to other Buyers under firm services offered by Operator.

(b) Buyer has submitted a valid request for service pursuant to Section 3 (Requests for Service) of the General Terms and Conditions of this Tariff and Operator has reviewed and accepted that request, and Buyer has been awarded capacity pursuant to the terms of Section 4 (Bidding for Available Firm Service) of the General Terms and Conditions of this Tariff, or Buyer executed a precedent agreement for service pursuant to this Rate Schedule prior to the initiation of service hereunder; and

(c) Buyer and Operator have executed an OTS Service Agreement for transportation service under this Rate Schedule that conforms to the form of OTS Service Agreement contained in this Tariff; and

(d) Buyer is willing and able to pay the maximum rates hereunder, or such other rates to which Operator and Buyer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 Operator is not required to provide any requested transportation service under the terms of this Rate Schedule for which capacity is not available or that would require the construction or acquisition of any new facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The transportation service provided by Operator under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Service under this Rate Schedule will allow Buyer to receive firm service, subject to the limitations set forth in this Rate Schedule, and except as provided in the General Terms and Conditions of this tariff, up to the Maximum Firm Transportation Quantity (MFTQ) set forth in Buyer's OTS Service Agreement.

2.2 This Rate Schedule shall apply to all Natural Gas transportation service provided by Operator for Buyer under an executed OTS Service Agreement. Transportation service rendered hereunder, within the receipt and delivery limitations of the executed OTS Service Agreement, shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as provided herein or in the General Terms and Conditions of this Tariff. Receipts at Receipt Point(s) and subsequent Deliveries at Delivery Point(s) by Operator to or on the account of Buyer shall be in accordance with the executed OTS Service Agreement and the terms of this Tariff.

RATE SCHEDULE OTS
Off-Peak Firm Transportation Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Operator shall have the right to interrupt service or not schedule service for Buyer on any Day, up to thirty (30) Days each calendar year ("Unavailable Days", as described in Sections 3.4 and 3.6 below). The Unavailable Days may be consecutive or nonconsecutive and shall be determined at Operator's reasonable discretion in a not unduly discriminatory manner, within the limitations set forth in this Rate Schedule and the executed OTS Service Agreement.

2.4 On days when service is available under this Rate Schedule, the service shall receive the scheduling priority provided for in Section 15 (Priority Allocation) of the General Terms and Conditions of this Tariff. On days when service is scheduled, the service shall receive the interruption priority provided for in Section 16 (Interruptions of Service) of the General Terms and Conditions of this Tariff.

3. TRANSPORTATION SERVICE PROVIDED

3.1 In accordance with the further provisions of this Rate Schedule, Operator shall receive Scheduled Daily Receipt Quantities of Natural Gas from or on behalf of Buyer and shall deliver thermally equivalent Scheduled Daily Delivery Quantities, less quantities for Operator's fuel use, losses and unaccounted for purposes (herein referred to as "Retainage"), to or for Buyer.

3.2 Operator's maximum obligation to receive Natural Gas for transportation service on any Day for Buyer shall be limited to the lesser of (a) Buyer's MFTQ plus Retainage, or (b) Buyer's Scheduled Daily Receipt Quantity. Operator's maximum obligation to deliver Natural Gas on any Day for Buyer under this Rate Schedule shall be the lesser of (a) Buyer's MFTQ, or (b) Buyer's Scheduled Daily Delivery Quantity, or (c) the quantity of Natural Gas Operator receives for Buyer less Retainage.

3.3 Buyer shall have the right to release and assign the service rights for which it pays a Reservation Charge under its OTS Service Agreement in accordance with Section 10 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a Replacement Customer under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable General Terms and Conditions.

3.4 A Day shall constitute an Unavailable Day whenever Operator is unable to render service up to the MFTQ specified in the OTS Service Agreement at a primary Receipt or Delivery Point. Unavailable Days at primary points shall be calculated as follows:

(a) Each Day on which Buyer is allocated a level of capacity equivalent to less than 50 percent of Buyer's MFTQ shall constitute an Unavailable Day and shall be deducted from Buyer's number of remaining Unavailable Days permissible in that calendar year.

(b) Each Day on which Buyer is allocated a level of capacity equivalent to less than 100 percent, but equal to or greater than 50 percent, of Buyer's MFTQ shall constitute half of an Unavailable Day and half a day shall be deducted from Buyer's number of remaining Unavailable Days permissible in that calendar year.

RATE SCHEDULE OTS
Off-Peak Firm Transportation Service
(Continued)

3. TRANSPORTATION SERVICE PROVIDED (Continued)

3.5 Interruption or inability to schedule service at a secondary Receipt or Delivery Point shall not render any Day an Unavailable Day.

3.6 In allocating interruptions of any kind among Buyers under this Rate Schedule receiving service on the portion of Operator's system in which interruptions are to be made, Operator shall (a) interrupt service to those Buyers having the greatest number of allowable Unavailable Days remaining during that calendar year, and (b) allocate capacity among those Buyers with an equal number of remaining allowable Unavailable Days in that calendar year on a pro rata basis, based on SDDQs. Alternatively, Operator shall interrupt service in accordance with an alternative, non-discriminatory allocation methodology if, before issuing any notices of unavailability, the alternative methodology has been agreed upon by Operator and all affected Buyers.

3.7 If circumstances require interruptions or unavailability of service for more than the maximum number of Unavailable Days in any calendar year, service under this Rate Schedule shall be interrupted or made unavailable in accordance with the priorities set forth in Sections 15 and 16 of the GT&C. In this event, Operator shall provide a reservation charge credit to Buyer equal to the interrupted SDDQ multiplied by the 100% load factor derivative of Buyer's reservation rate for each Day of interruption beyond the maximum number of Unavailable Days; provided, however, that (a) no reservation charge credit shall apply for an interruption event that would otherwise be excused pursuant to Section 14 (Force Majeure) of the General Terms and Conditions of this Tariff, and (b) the reservation charge credit required pursuant to this section for any calendar year shall not exceed the applicable reservation charges for Buyer for that calendar year absent any crediting, as reduced by reservation charges applicable to service that was actually provided under the OTS Service Agreement. Operator shall provide any applicable credit to Buyer not later than each March 1 for the preceding calendar year.

3.8 To the fullest extent practicable, Buyer shall deliver to Operator and shall receive Natural Gas from Operator on a uniform hourly flow basis during the day. Operator's obligation to transport Natural Gas for Buyer shall not exceed 1/24th of the applicable MFTQ (as adjusted for any Unavailable Days pursuant to Section 3.4 above) in any hour of the Day. Operator shall provide additional hourly flexibility on a not-unduly discriminatory basis, provided that Operator has the operational capability to do so and provided further that the additional flexibility will not impair Operator's ability to render other nominated or scheduled firm services.

RATE SCHEDULE OTS
Off-Peak Firm Transportation Service
(Continued)

4. RATES

4.1 Except as provided otherwise herein, the rates and charges under this Rate Schedule shall include all applicable rates and charges set forth on the currently effective rate sheets of this Tariff and those rates and charges are hereby expressly incorporated in this Rate Schedule.

4.2 For service under this Rate Schedule, Buyer shall pay Operator monthly the following:

(a) Reservation Charge. The applicable Reservation Charge per month per Dth of MFTQ specified in Buyer's OTS Service Agreement.

(b) Commodity Charge. The maximum Commodity Charge per Dth of Natural Gas delivered during the billing month to or for the account of Buyer under this Rate Schedule.

In addition to the Commodity Charge specified above, Operator shall charge Buyer the Cove Point East commodity electric surcharge specified in this tariff for Secondary Receipts tendered at the interconnection of Transcontinental Gas Pipe Line Corporation and the Cove Point Pipeline (the "Transco Interconnect") for delivery to Delivery Points other than the Cove Point LNG Plant. However, if during the Timely Nomination Cycle, as described in Section 6.(b)(5) of the GT&C, Operator determines that deliveries off of the Cove Point Pipeline at the Transco Interconnect will exceed receipts onto the Cove Point Pipeline at the Transco Interconnect for the upcoming Gas Day, the Cove Point East commodity electric surcharge for that Gas Day on all timely nominated Secondary Receipts at the Transco Interconnect will not be assessed. Under such circumstances, Operator will provide notification to the affected Buyers by or before the time of receipt of scheduled quantities by Buyer. All Secondary Receipts nominated at the Transco Interconnect for delivery to Delivery Points other than the Cove Point LNG Plant submitted during a subsequent nomination cycle will be assessed the Cove Point East commodity electric surcharge.

(c) Retainage.

(1) Operator shall retain from Buyer's Natural Gas tendered for transportation hereunder, a percentage as compensation for fuel used and lost and unaccounted for quantities in Operator's operation (Retainage). Such percentage shall be specified in the Currently Effective Rate sheets of this Tariff, as subsequently adjusted in accordance with the General Terms and Conditions of this Tariff.

(2) In addition to the retainage specified above, Operator shall retain from Buyer the Cove Point East Fuel Retainage specified in this tariff for Secondary Receipts tendered at the interconnection of Columbia Gas Transmission and

the interconnection of "DTI LNG Section Point DTI for by or Secondary for Fuel

Cove Point Pipeline (the "Columbia Interconnect") and/or the Dominion Transmission, Inc. (or "DTI") and the Cove Point Pipeline (the Interconnect") for delivery to Delivery Points other than the Cove Point Plant. However, if during the Timely Nomination Cycle, as described in 6.(b)(5) of the GT&C, Operator determines that deliveries off of the Cove Pipeline at the Columbia Interconnect and the DTI Interconnect will exceed receipts onto the Cove Point Pipeline at the Columbia Interconnect and the Interconnect for the upcoming Gas Day, the Cove Point East Fuel Retainage that Gas Day on all timely nominated Secondary Receipts at the Columbia Interconnect and/or DTI Interconnect will not be assessed. Under such circumstances, Operator will provide notification to the affected Buyers before the time of receipt of scheduled quantities by Buyer. All Receipts nominated at the Columbia Interconnect and/or DTI Interconnect delivery to Delivery Points other than the Cove Point LNG Plant submitted during a subsequent nomination cycle will be assessed the Cove Point East Retainage.

RATE SCHEDULE OTS
Off-Peak Firm Transportation Service
(Continued)

4. RATES (continued)

(d) Regulatory Fees. Buyer shall pay Operator in advance all fees required by the Commission, or any regulatory body having jurisdiction, related to the transportation service provided to Buyer under this Rate Schedule including, but not limited to, filing, reporting and application fees.

(e) All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions and the Currently Effective Rate Sheets of this Tariff including, but not limited to, any applicable incremental rate and fuel provisions as listed on Sheet Nos. 7 and 10.

4.3 Operator may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates set forth on Sheet No. 7 as applicable to this Rate Schedule. However, Operator is not obligated to offer to provide service at any rates less that the maximum rates.

4.4 Notwithstanding the general provision 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 in this Section 4, subject to any required regulatory approval.

5. NOMINATIONS OF SCHEDULED DAILY RECEIPTS AND DELIVERIES

Buyer shall nominate quantities of Natural Gas for transportation under its OTS Service Agreement pursuant to the nominating and scheduling provisions of Section 6 (Operating Conditions) of the General Terms and Conditions of this Tariff.

6. POSSESSION OF NATURAL GAS

Operator shall be deemed to be in control of and have responsibility for Natural Gas 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 have no responsibility with respect to such Natural Gas prior to Operator's receipt thereof, or after Operator's delivery of such, to or for Buyer's account.

7. WARRANTY OF TITLE

Buyer hereby warrants title to all Natural Gas delivered to Operator by Buyer, or others at Buyer's direction, for transportation hereunder 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 any breach of the foregoing warranty. At no time during the Operator's possession of Natural Gas received 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

The General Terms and Conditions of Operator's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule. In the event of inconsistencies between the General Terms and Conditions and this Rate Schedule OTS, the terms and conditions of this Rate Schedule OTS shall prevail.

RATE SCHEDULE TTT
TITLE TRANSFER TRACKING

1. AVAILABILITY

1.1 This Rate Schedule is available to any Buyer for the purchase of Title Transfer Tracking Service (or "TTT Service") from Operator, where Operator and Buyer have entered into a Title Transfer Tracking Service Agreement ("TTT Agreement") that conforms to the form of Service Agreement contained in this Tariff.

1.2 TTT Service will be made available pursuant to the scheduling provisions of Section 6 of the General Terms and Conditions of this Tariff, to any Buyer that is willing and able to pay either the maximum rates hereunder or another rate to which Operator and Buyer mutually agree, in accordance with the General Terms and Conditions. Operator is not required to provide any requested TTT Service under this Rate Schedule for which Operator determines that administrative capability is not available, or that would interfere with Operator's performance of its firm service obligations.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to quantities of natural gas for which Operator performs TTT Service on behalf of Buyer, under an executed TTT Agreement that conforms to the form of Agreement contained in this Tariff. TTT Service is an administrative service, under which Operator provides Buyer with logical locations ("Eligible Points") for nomination of title transfers on Operator's system. Upon nomination by Buyer, Operator will account for the purchase or sale of a quantity of gas at the Eligible Point as directed by Buyer.

2.2 Buyer, its customers, or its principals must arrange for service in accordance with Operator's FERC Gas Tariff under separate service agreements (the "Subject Service Agreements"), for physical delivery of natural gas quantities subsequent to title transfers that are tracked pursuant to nominations under this Rate Schedule. The procedures established under this Rate Schedule do not entitle Buyer to service under Operator's FERC Gas Tariff separate from entitlements under the Subject Service Agreements, nor do they entitle Buyer to maintain physical imbalances on Operator's system.

2.3 Deliveries downstream from the Eligible Points identified in the TTT Agreement shall be performed in accordance with provisions of the Subject Service Agreements and the terms of this Tariff. In this regard, TTT Service shall be subject to the character and priority of service that pertains to the associated services, as reflected in the Subject Service Agreements.

3. RATES

The rates and charges payable by Buyer under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Sheet No. 13 of this Tariff. These rates and charges are incorporated herein by reference.

RATE SCHEDULE TTT
TITLE TRANSFER TRACKING
(Continued)

4. MONTHLY BILL

4.1 For TTT Service provided under this Rate Schedule, Buyer shall pay Operator each month the following:
A. A TTT Charge. A charge per number of transactions per day nominated by the Buyer for TTT Service at any Eligible Point, And
B. Any other applicable rates, charges and penalties as set forth in the General Terms and Conditions of this Tariff.

4.2 Operator may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates applicable to this Rate Schedule. However, Operator is not obligated to offer to provide service at any rates less than the maximum rates.

4.3 Notwithstanding the general provision of Sections 3 and 4.1, above, if Operator and Buyer mutually agree to negotiated rates for service hereunder, then such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Section 4.1.A of this Rate Schedule.

5. MINIMUM MONTHLY BILL.

None, unless Operator and Buyer agree otherwise as provided in Section 4.3, above.

6. ELIGIBLE POINTS

Operator shall post the Eligible Points on its EBB. Operator will permit Buyer to nominate title transfers at the Eligible Points resulting from the purchase and sale of quantities of natural gas, subject to adequate corresponding rights under the Subject Service Agreement(s).

7. TITLE TRANSFER TRACKING PROCEDURES

7.1 General Procedure.

A. For any Day when Buyer desires Operator to track a title transfer for Buyer's account under this Rate Schedule, then Buyer shall nominate to Operator in accordance with the General Terms and Conditions of this Tariff, specifying:

1. the quantity of gas subject to the title transfer,

2. the selling and/or purchasing parties, and

3. the desired Eligible Point.

B. When Buyer's nomination is confirmed as required by the General Terms and Conditions subject to the limitations set forth in this Rate Schedule, then such quantity shall constitute a TTT Quantity at that Eligible Point. Quantities resulting from the confirmation and scheduling processes shall be the "Scheduled Quantities."

RATE SCHEDULE TTT
TITLE TRANSFER TRACKING
(Continued)

7.2 Buyer may deliver or receive TTT Quantities from Operator at a location other than the applicable Eligible Point, by nominating any other transportation service entitlements that Buyer may have with Operator.

7.3 Buyer is required to equalize the accounting quantities nominated for sale and for purchase under TTT Service at each Eligible Point, on each and every Day.

7.4 On or before the nomination deadlines otherwise applicable to Operator's service under the Subject Service Agreements, Buyer shall provide nomination data to Operator consistent with the requirements of Section 6 of the General Terms and Conditions, for each of Buyer's Eligible Points. Operator shall confirm that the nomination data received from Buyer is equivalent to valid nominations under Subject Service Agreements that will move gas away from the Eligible Points.

7.5 After confirmation, any changes to TTT Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and this change is confirmed by Operator. Confirmation changes received pursuant to this Section 7.5 shall have prospective effect only, and shall be confirmed by Operator.

7.6 If any nominated service from Operator under a Subject Service Agreement fails to be scheduled for any reason, e.g. because physical entities upstream or downstream of Operator do not confirm such nomination, then Operator shall inform Buyer, and the parties shall revise nomination data to reflect the revised TTT Quantities.

7.7 Buyer shall make personnel available to Operator at all times, for purposes of the nomination and confirmations to be performed hereunder.

8. LIMITATIONS ON TITLE TRANSFER TRACKING SERVICES

8.1 Notice Required. Buyer shall give Operator notice of nominations for Title Transfer Tracking Services consistent with the requirements of Section 6 of the General Terms and Conditions of this Tariff.

8.2 Scheduling. Buyer may nominate to Operator quantities for TTT Service at each Eligible Point identified in accordance with Section 6, above. Operator shall endeavor to provide on any one day as much of Buyer's nominations for TTT Service as Operator's systems and operating conditions will permit, in accordance with the scheduling provisions of Section 6 of the General Terms and Conditions.

8.3 Buyer may be subject to the following conditions

A. Operator may not accept or confirm nominations for TTT Service at points where Operator has determined that capability is not available; or

B. Buyer may be required to limit nominations to identified Eligible Points.

8.4 Operator may issue an Operational Flow Order to limit services under this Rate Schedule, in accordance with Section 17 of the General Terms and Conditions of this Tariff.

RATE SCHEDULE TTT
TITLE TRANSFER TRACKING
(Continued)

9. OPERATIONAL FLOW ORDERS

9.1 A Buyer receiving service under this Rate Schedule and/or one or more Subject Service Agreements, may be subject to an operational flow order as set forth in detail in Section 17 of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 17, upon the issuance of an OFO, a Buyer under this Rate Schedule must take the actions set forth in the OFO.

9.2 This Section 9 is intended solely to provide information as to the OFOs that Operator may issue to Buyer under this rate schedule and the actions that Buyer may be required to take. Nothing in this Section 9 shall enlarge or diminish Operator's rights to issue any OFO described in any other section of this Tariff.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

Sheet Nos. 134 - 199 Sheet Nos. 134 - 199 : Effective

Reserved for future use.

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Reserved for future use.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms, when used in this Tariff, or any other document referred hereto, are intended and used and shall be construed to have meanings as follows:

1.1 "Billing Month": The period of time between any two consecutive final monthly meter readings, and in reference to a calendar month, the month in which the majority of the Billing Month occurs.

1.2 "Boil-Off": Shall mean gas (1) boiling off from the Cove Point LNG Plant and (2) flashing from the liquid phase to the gaseous phase during unloading of LNG from Buyer's vessel(s).

1.3 "British Thermal Unit" and "Btu": The amount of heat necessary to raise from 59øF to 60øF the temperature of one avoirdupois pound of pure water at a pressure of 14.73 pounds per square inch absolute (psia). "MMBtu" refers to one million Btu's.

1.4 "Business Day": Shall mean Monday through Friday excluding Federal banking holidays.

1.5 "Buyer": Any purchaser of service offered in this Tariff from Operator.

1.6 "Central Clock Time" or "C.T.": Central standard time adjusted for daylight savings time.

1.7 "Commission": The Federal Energy Regulatory Commission or any successor agency having jurisdiction over the rates and charges and services hereunder.

1.8 "Confirming Party": The entity that Operator shall contact for confirmation purposes. The Confirming party may be an interconnecting operator or upstream/downstream titleholder.

1.9 "Contract Year": For purposes of Rate Schedules FPS-1, FPS-2 and FPS-3, the period of twelve (12) consecutive months beginning on April 16 of any calendar year and ending on April 15; and for purposes of Rate Schedules FTS and ITS, the period of twelve (12) consecutive months beginning on the date of initiation of service and each twelve (12) consecutive months thereafter.

1.10 "Cove Point Pipeline": The 36-inch O.D. pipeline owned by Operator which extends from the tailgate of the Cove Point LNG Plant to a point of interconnection with the facilities of Columbia Gas Transmission Corporation and Dominion Transmission, Inc. in Loudoun County, Virginia.

1.11 "Cove Point LNG Plant": The facilities located at Cove Point, Maryland, which are owned by Operator and are capable of receiving, storing and regasifying LNG and receiving, liquefying and delivering Natural Gas or LNG.

1.12 "Day": A period of 24 consecutive hours commencing at 9 a.m. Central Clock Time on any calendar day and ending at 9 a.m. Central Clock Time on the next calendar day.

1.13 "Delivery Point(s)": The point(s) where Operator has agreed in the Service Agreement to deliver Natural Gas, Regasified LNG or LNG to or for Buyer's account.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.14 "dth" or "Dekatherm": One million (1,000,000) Btu's and shall be the standard unit of quantity.

1.15 "Designated Site": The electronic address used to contact an entity for EDI Transmission.

1.16 "EDI": Electronic Data Interchange as defined by the standards established by the North American Energy Standards Board ("NAESB") and approved by the Commission, or Operator defined data sets where no NAESB standard exists.

1.17 "Elected FTS Service": The Rate Schedule FTS Service formerly offered as an option to all Buyers pursuant to Rate Schedules LTD-1, FPS-1, FPS-2 and FPS-3.

1.18 "Electronic Bulletin Board" and "EBB": Operator's computerized system for the posting, sending, receiving of notices and other communications under this Tariff.

1.19 "Electronic Measurement": That form of measurement consisting of flow computers or computerized Remote Terminal Units (RTU's), electronic transducers, and associated power, data communications, and other electronic equipment to accomplish the measurement of gas and transfer of data without the use of charts or other paper Recordings.

1.20 "Gas Day": A period of 24 consecutive hours beginning at 9:00 a.m. Central Clock Time, and the date at the Gas Day shall be that of its beginning.

1.21 "General Terms and Conditions" or "GT&C": The currently effective General Terms and Conditions set forth in this Tariff.

1.22 "Heating Value": The gross heating value on a dry basis, which is the number of Btus produced by complete combustion at a constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one cubic foot at 14.73 psia and 60øF with air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

1.23 "Incremental Sendout Quantity" and "ISQ": The maximum daily quantity of Regasified LNG, in addition to Buyer's MDDQ, that Operator has contracted to deliver to Buyer pursuant to the terms and conditions of Rate Schedule LTD-1.

1.24 "Injection Season": The period beginning April 16 of any calendar year and extending through the succeeding December 14.

1.25 "Interconnecting Operator": The entity with physical control of gas either upstream or downstream of Operator's facilities.

1.26 "Intra-day Nomination": A nomination submitted after the nomination deadline where effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.27 "Liquefied Gas Balance": The quantity of LNG available at any point in time for Buyer's account at such time under Rate Schedules LTD-1, LTD-2, FPS-1, FPS-2 or FPS-3.

1.28 "Liquefied Natural Gas" and "LNG": Natural gas in a liquid state at or below its point of boiling and at or near atmospheric pressure.

1.29 "Master List of Interconnections" or "MLI": The list of interconnections including Receipt Points and Delivery Points with third parties available for services provided by Operator under this Tariff as maintained on the Operator's EBB on an on-going basis.

1.30 "Maximum Contract Peaking Quantity" and "MCPQ": The aggregate quantity of Natural Gas or LNG that Operator has contracted to deliver to Buyer at any point in time pursuant to the terms and conditions of Rate Schedules FPS-1, FPS-2 or FPS-3.

1.31 "Maximum Contract Storage Quantity" and "MCSQ": The maximum quantity of LNG that Operator is obligated to store for Buyer's account pursuant to the terms and conditions of Rate Schedules LTD-1 and LTD-2.

1.32 "Maximum Daily Delivery Quantity" and "MDDQ": The maximum daily quantity of Regasified LNG, including Boil-off, that Operator has contracted to deliver to Buyer pursuant to the terms and conditions of Rate Schedules LTD-1 and LTD-2.

1.33 "Maximum Daily Peaking Quantity" and "MDPQ": The maximum daily quantity of Natural Gas that Operator has contracted to deliver to Buyer under a firm peaking service Rate Schedule, which quantity shall be equal to: one-tenth (1/10) of Buyer's MCPQ for service under Rate Schedule FPS-1; one fifth (1/5) of Buyer's MCPQ for service under Rate Schedule FPS-2; and one-third (1/3) of Buyer's MCPQ for service under Rate Schedule FPS-3.

1.34 "Month": The period beginning on the first Gas Day of a calendar month and ending on the first Gas Day of the next succeeding calendar month.

1.35 "NAESB": The North American Energy Standards Board.

1.36 "Natural Gas": Any saturated hydrocarbon or mixture of saturated hydrocarbons consisting essentially of methane and other combustible and non-combustible gases in a gaseous state.

1.37 "Natural Gas Act": 15 U.S.C. __717-717w as may be amended from time to time.

1.38 "OBA": Operation Balancing Agreement between two parties that specifies the procedure for managing operating variances at an interconnect.

1.39 "Operator": Dominion Cove Point LNG, LP.

1.40 "Receipt Point(s)": The point(s) where Operator has agreed in the Service Agreement to take delivery into its own facilities of Natural Gas or LNG for the account of Buyer.

1.41 "Regasified LNG": LNG which has been converted from its liquid state to a gaseous state by virtue of natural boiling or a mechanical vaporization process.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.42.A."Retainage": The quantity of Natural Gas or LNG that Buyer shall provide and Operator shall retain from quantities of Natural Gas or LNG received by Operator from Buyer under all Rate Schedules, as described below, for Operator's fuel use and lost and unaccounted for quantities. The standard fuel calculation using the retainage (fuel) percentage shall be:

$$\frac{\text{delivery quantity}}{1 - \left(\frac{\text{retainage percentage}}{100}\right)} - \text{delivery quantity} = \text{retainage quantity}$$

The Retainage under Section 4 of Rate Schedules FTS, FPS-1, FPS-2 and FPS-3, Section 3 of LTD-1 and LTD-2, and Section 5 of ITS shall be assessed as a percentage of the total quantities of Natural Gas or LNG received from Buyers under such Rate Schedules for fuel used in plant operations (including fuel for liquefaction) and lost and unaccounted for quantities. The Retainage collected during each Contract Year under Section 4 of Rate Schedules FPS-1, FPS-2 and FPS-3 shall not exceed twenty and one-half percent (20.5%) of Buyer's deliveries during the Contract Year and, as applicable under Section 5(h) of Rate Schedules FPS-1, FPS-2 and FPS-3, twenty and one-half percent (20.5%) of Buyer's Liquefied Gas Balance on April 16.

The Retainage percentages shall be established initially by Operator based upon Operator's best estimate of anticipated operating requirements. NAESB Standard 1.3.28 provides that: "For current in-kind fuel reimbursement procedures, fuel rates shall be made effective only at the beginning of the month." Accordingly, Operator shall adjust the Retainage percentages annually by filing with the Commission on or before March 1 to become effective April 1 or, if operating or other conditions require, at such other times as Operator in its reasonable discretion determines an adjustment is required to prevent excessive over- or under-recovery of Retainage, such adjustment to become effective on the first day of the month occurring no earlier than thirty (30) days after filing.

Each Retainage filing to become effective on April 1 shall establish revised percentages based upon Operator's estimate of operating requirements for the succeeding twelve (12) month period ending December 31 of the filing year, as adjusted for quantities retained either over or under actual quantities required by Operator during the preceding twelve (12) months ending December 31 of the prior year. The adjustment for quantities that were retained either over or under actual quantities required by Operator will not include quantities otherwise recoverable in accordance with Section 1.42.B. below.

Filings made to become effective on the first of a month other than April shall be based upon Operator's estimate of operating requirements for the twelve (12) month period ending nine (9) months after the proposed effective date, as adjusted for quantities retained either over or under actual quantities required by Operator during the twelve (12) month period ending three (3) months prior to the proposed effective date. The adjustment for quantities that were retained either over or under actual quantities required by Operator will not include quantities otherwise recoverable in accordance with Section 1.42.B. below.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.42.B.Firm Import Shipper Capped Retainage Percentage

In the event that the Retainage percentage applicable to Rate Schedule LTD-1 and the 2004 Terminal Expansion Service pursuant to Section 30 of these General Terms and Conditions as calculated in accordance with Section 1.42.A. above, exceeds three percent (3.0%), the Retainage percentage for Buyers under Rate Schedule LTD-1 and the 2004 Terminal Expansion (Firm Import Shippers), will be capped at three percent (3.0%) of Buyer's quantities received (Capped 3%). During the period when the Capped 3% is in effect (Cap Period), the difference between the quantities retained and the actual quantities required by Operator is the "Cap Period Under or Over Recovery".

For the purposes of this Section 1.42.B., if the cumulative Cap Period Under Recovery is greater than or equal to 100,000 Dth at the end of any calendar quarter, then the Cap Period Under Recovery will be reimbursed by the Firm Import Shippers based upon MDDQ. Notice of such reimbursable share to be tendered by individual Firm Import Shippers shall be posted on Operator's EBB. Each Firm Import Shipper will provide its share of Cap Period Under-Recovery quantities to Operator within 90 days of such notice, via an Operator approved inventory transfer or via tenders of Natural Gas to Operator at any mutually agreeable location on the Cove Point Pipeline. Provided, however, that if any Firm Import Shipper wishes to provide all or any portion of its share of Cap Period Under Recovery quantities via tenders of Natural Gas to Operator, the Firm Import Shipper shall submit a proposal to provide such Natural Gas to Operator in uniform quantities over a sixty (60) day period (or other period acceptable to Operator), specifying the proposed Delivery Point. Such proposal shall be submitted to Operator within five (5) Business Days of the posted notice. Operator will review each proposal within five (5) Business Days. By the end of such five (5) Business Days, Operator shall notify the Firm Import Shipper either (i) that the proposal is acceptable, or (ii) that operational conditions make the proposal unacceptable. Operator will not unduly discriminate among Firm Import Shippers in establishing a schedule for delivery of Natural Gas. If Operator cannot accommodate Firm Import Shipper's proposal, Operator and the Firm Import Shipper shall promptly use reasonable efforts to reach agreement on a mutually acceptable alternative schedule. If, despite the foregoing, Operator and the Firm Import Shipper are unable to agree on a schedule for delivery of a Firm Import Shipper's Cap Period Under Recovery Quantities during any calendar quarter, such Firm Import Shipper shall tender such quantities in the next calendar quarter. If, after agreeing on a schedule for delivery of Natural Gas by a Firm Import Shipper in accordance with the provisions of this section, operational conditions cause Operator to be unable to receive Natural Gas in accordance with such schedule, Operator shall notify the Firm Import Shipper at least four (4) hours prior to the Timely Cycle for a particular Gas Day if it is unable to accept said quantities for such Gas Day. For weekends or holidays, such notice shall be posted four (4) hours prior to the end of the last Business Day prior to the weekend, or holiday period, as reported in Gas Daily. In the event Operator notifies a Firm Import Shipper that it will be unable to receive quantities, the parties will use good faith reasonable efforts to revise the schedule so that quantities are transferred or tendered prior to the end of that quarter. Any Firm Import Shipper who fails to make an approved inventory transfer or to tender Natural Gas in accordance with an agreed schedule on or before the last day of that quarter, unless such failure was caused by Operator's actions, shall be subject to a penalty of $10.00 per Dth not transferred or tendered, which penalty shall be subject to the provisions of Section 12(e) of the GT&C. This penalty does not relieve the Firm Import Shipper of the obligation to provide reimbursable quantities to Operator. Quantities of LNG or Natural Gas received by Operator from Firm Import Shippers under this section will be treated as quantities retained. If the cumulative Cap Period Under Recovery at the end of any calendar quarter is less than 100,000 Dth, then the Cap Period Under Recovery will not be allocated to the Firm Import Shippers and such balance will be carried forward to the subsequent period.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.42.B.Firm Import Shipper Capped Retainage Percentage (Continued)

If the cumulative Cap Period Over Recovery is 300,000 Dth or greater at the end of any calendar quarter, then Operator will make a Retainage filing in accordance with Section 1.42.A. above if such a filing would result in a Retainage percentage that is less than three percent (3.0%). If the cumulative Cap Period Over Recovery is less than 300,000 Dth, then the balance will be carried forward to the subsequent period.

Any under or over recovered balance existing at the beginning of a Cap Period will be included in the determination of reimbursable quantities for the first calendar quarter. Any Cap Period Under or Over recovered balance existing at the end of a Cap Period will be treated in accordance with Section 1.42.A. above.

1.42.C.Buyer's Under- or Over-Recovery Upon Termination of Service

Upon termination of service under each firm Rate Schedule, Buyer shall deliver to Operator at Buyer's Receipt Point, Buyer's pro rata share of under-recovered Retainage quantities from the effective date of Operator's most recent adjustment filing through the date of termination or, as the case may be, Operator shall provide Buyer at Buyer's Delivery Point, Buyer's pro rata share of any excess quantities retained by Operator from the effective date of Operator's most recent adjustment filing through the date of termination. Operator's currently effective Retainage percentages shall be posted on Operator's EBB.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.43 "Scheduled Daily Delivery Quantity" and "SDDQ": The maximum daily quantity of Natural Gas that Operator has scheduled to deliver to Buyer pursuant to the terms and conditions of Rate Schedule LTD-1, LTD-2, FTS, ITS or OTS.

1.44 "Scheduled Daily Receipt Quantity" and "SDRQ": The maximum daily quantity of Natural Gas that Operator has scheduled to receive for Buyer pursuant to the terms and conditions of Rate Schedule FTS, ITS or OTS.

1.45 "Service Agreement": The agreement between Buyer and Operator for service provided under a Rate Schedule in this Tariff.

1.46 "Withdrawal Season": The period beginning December 15 of any calendar year and extending through the succeeding April 15.

Reserved for future use.

GENERAL TERMS AND CONDITIONS
(Continued)

2. ELECTRONIC BULLETIN BOARD

(a) In General. Operator shall operate and make available to Buyers and other third parties, as set forth below, an electronic communications system ("Electronic Bulletin Board" or "EBB") which will comply with the electronic communication standards set forth in Section 284.10 of the Commission's Regulations. All Buyers of service under any of Operator's Rate Schedules shall have the capability to make use of Operator's EBB as required by this Tariff. Operator shall make the EBB available on a nondiscriminatory basis to any party with compatible electronic equipment. All Buyers and parties making use of Operator's EBB shall be bound by and comply with the procedures governing its use as established by Operator from time to time.

(b) Operation. The EBB will provide, among other things, (i) a search function for locating information relating to specific transactions, and (ii) a menu that will enable parties to separately access notices of available capacity, records of each transaction entered in the applicable log, and standards of conduct. Operator will permit parties to download files from the EBB system so the contents can be reviewed in detail without tying up access to the system. Operator will create and maintain archived back-up records of the information displayed on the EBB for no less than three years, and will permit parties reasonable access to those records. Operator will, however, periodically purge from current files archived information regarding completed transactions. Information that has been purged from the EBB system will be archived and will, for at least three (3) years, be available in hard copy for inspection by appointment during regular business hours at Operator's principal place of business.

(c) Communications. The EBB shall be used to communicate Buyer's initial and revised Natural Gas nominations, confirmations of Buyer's nominations, and other data or notices required by this Tariff. After notice by Operator, the following types of communication may be permitted: notices not currently required to be given through the EBB, service agreements and amendments, and such other communications as the parties may agree in writing. Where electronic communications are required by this Tariff, Operator may waive the requirements and accept such communications in another acceptable format on a nondiscriminatory basis.

(d) Information Available. The EBB will permit parties to obtain

(1) Information concerning the availability of capacity for peaking and transportation services, and whether the capacity is available directly from Operator or through Buyer's capacity release.

(2) A listing of Receipt Points and Delivery Points on Operator's system (the "Master List of Interconnections" or "MLI"), including the following information: (1) designation of Receipt/Delivery Point; (ii) location of Receipt/Delivery Point; (iii) delivery point operator's name and phone number; (iv) total firm capacity subscribed at the point; and (v) whether the point is measured by Operator or a third party or is subject to a Predetermined Allocation Method ("PDA").

(3) The party's Liquefied Gas Balance under Rate Schedules LTD-1, LTD-2, FPS-1, FPS-2 and FPS-3.

(4) Operator's currently effective FERC Gas Tariff; and compliance with the Commission's regulations regarding the FERC's Standards of Conduct, as described in Section 25 of the GT&C, with appropriate notices and information postings.

GENERAL TERMS AND CONDITIONS
(Continued)

2. ELECTRONIC BULLETIN BOARD (Continued)

(e) Limitation. The EBB shall be employed by Buyers and other parties for uses identified in this Section and elsewhere in this Tariff. All other types of communications should be transmitted by the means otherwise prescribed in the tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUESTS FOR SERVICE

(a) Request for Service Form. Requests for new or increased levels of service under any of Operator's Rate Schedules, or for amended Service Agreements reflecting changes other than in quantities, shall be made by fully completing a Request for Service Form in the form included in this Tariff. The completed Request shall be sent to Operator by methods of delivery approved by Operator.

(b) In General. To make a valid request for service, a party seeking service from Operator (Requestor) shall submit, in addition to a completed Request for Service Form, the data required by Paragraph (c) below. Operator may, however, waive the requirements of all or any part of Paragraph (c). A Requestor that is an existing Buyer on Operator's system shall not be required to provide the information required by Paragraph (c) in order to make a new request for service, provided, however, that Operator may require an existing Buyer to furnish any information necessary to make a creditworthiness determination with respect to that Buyer/Requestor's new request for service. A request for service shall not be valid until Operator has received from Requestor a completed Request for Service Form and, unless waived by Operator or not required under the provisions of this Section, all of the information required or requested under Paragraph (c) below.

(c) Credit Data. Except as provided in Section (b) above, Requestor shall submit with its completed Request for Service Form the following credit evaluation data:

(i) a copy of Requestor's current financial statement prepared within the twelve months preceding the date of the request for service;

(ii) a copy of Requestor's most recent Annual Report and, if applicable, most recent Forms 10-Q and 10-K; provided that if Requestor has no Annual Report or Forms 10-Q or 10-K it must provide its most recent audited financial statement and financial report, any current filings with other regulatory agencies that discuss Requestor's financial condition, and a detailed business description that includes Requestor's corporate form, the number of years or months it has been in business, the nature of its business, and the number of its employees;

(iii) a list of Requestor's affiliates, including any parent and subsidiary companies;

(iv) the names, addresses and telephone numbers of three trade references with whom Operator may make reasonable inquiry into Requestor's creditworthiness, and copies of any available reports from credit reporting and bond rating agencies;

(v) names, addresses, and telephone numbers of bank references;

(vi) disclosure of past or pending bankruptcy or other similar state or federal proceedings, outstanding judgments or pending claims or lawsuits that could affect the solvency of Requestor; and

(vii) any other data Buyer desires to submit that would assist Operator in determining creditworthiness.

In lieu of submitting all or any part of the data required by this Section (c), a Requestor that has submitted such data to Operator within the past twelve (12) months may certify that all or any part of such data has not changed in any manner material to creditworthiness and may update items that have materially changed.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUESTS FOR SERVICE (Continued)

(d) Advance Determinations. A prospective Buyer, or existing Buyer may submit the data required in this Section 3 for an advance determination of creditworthiness by Operator prior to bidding for or requesting new or increased service.

(e) Deficient Requests. Operator shall promptly notify a Requestor whose request is deficient. Such notice shall identify the deficiencies that must be corrected in order to make a valid request to Operator. If the deficient information is supplied within fifteen (15) days, then the Request shall be considered complete as originally filed.

(f) Material Changes. If any information provided by Requestor pursuant to this Section materially changes, Requestor shall provide Operator with prompt written notification of such changes.

(g) Denial of Requests. Operator may reject any request for service from a Requestor that is a prospective Buyer, or an existing Buyer seeking new or increased service levels, that fails to meet Operator's creditworthiness requirements unless Buyer provides assurance of payment as provided in Paragraph (h) below. Grounds for rejection shall include, but shall not be limited to, Requestor's failure (a) to show that Requestor's obligations are being paid in a timely manner, or (b) to provide reasonable assurance that Requestor will be able to continue to pay its obligations in the future.

(h) Assurance of Payment. If Operator denies a request for service due to a failure to satisfy Operator's creditworthiness requirements, Requestor may obtain service if it provides Operator with assurance of payment as set forth below:

(1) In the event Operator must construct or recommission facilities to render service to a Buyer pursuant to the Tariff. Operator shall accept as assurance of payment any of the following:

(i) advance payment covering the Reservation and estimated Commodity Charges for a period of time as agreed to by Operator and Buyer;

(ii) an irrevocable letter of credit from a creditworthy financial institution in an amount agreed to by Buyer and Operator;

(iii) a guarantee from a creditworthy institution;

(iv) a surety bond from an acceptable, creditworthy insurance company in an amount agreed to by Buyer and Operator;

(2) In the event service is to be rendered using Operator's existing, operational facilities, assurance of payment shall be deemed satisfied when Buyer complies with Section 6(e)(ii) of the General Terms and Conditions and otherwise complies with the ongoing creditworthiness requirements set forth in Section 6(e).

(3) If Requestor fails to tender such assurance of payment within ten (10) days, or such longer time period reasonably established by Operator, Operator may deny Requestor's request for service.

(4) Nothing contained in this Section 3(h) shall obligate Operator to construct facilities in order to render service.

GENERAL TERMS AND CONDITIONS
(Continued)

3. REQUESTS FOR SERVICE (Continued)

(i) Execution of Service Agreement. Following the approval of a request for service and the award of capacity by Operator, Operator shall tender to Requestor a new or amended Service Agreement under each appropriate Rate Schedule. If Requestor fails to execute such Service Agreement within ten (10) days after Operator tenders it to Requestor, or within such other time period agreed to by Operator, Requestor's request for service shall be void. Service shall not commence until Requestor returns an executed Service Agreement to Operator. Operator may waive the provisions of this subsection on a nondiscriminatory basis. For service under Rate Schedule LTD-2 or Rate Schedule ITS, Requestor must have executed a Service Agreement with Operator prior to bidding for service under Section 4 of the GT&C (Bidding Procedure).

(j) Record Retention. Operator shall maintain records of all valid requests for service and their disposition for a period of three (3) years from the date of receipt of those requests. Operator shall not disclose such information, including information relating to bids for service other than pursuant to the provisions of this Tariff, a Commission proceeding or valid court order.

4. BIDDING FOR AVAILABLE FIRM SERVICE

(a) EBB Posting Procedure. As capacity becomes available on Operator's system for firm services, such capacity shall be posted by Operator on its EBB for a period of thirty (30) days. Operator's posting shall include the following information regarding the available capacity: (i) daily and other applicable quantity of service available; (ii) receipt and delivery points; (iii) term (up to a maximum primary term of twenty (20) years with extensions from year to year thereafter unless canceled by either party by providing six (6) months prior notice to the other party); (iv) maximum effective Reservation charge as set forth in the Currently Effective Rate Sheets of this Tariff; (v) the minimum Effective Reservation charge as set forth in the Currently Effective Rate Sheets of this Tariff(including any adjustments thereto) as provided under the applicable Rate Schedule; (vi) any other applicable charges or surcharges; (vii) any applicable restrictions; and (viii) the date when bids are due to Operator. Operator shall not impose a minimum rate for purposes of bidding for available firm service. The due date set by Operator for bids shall be at least thirty (30) days and no more than forty-five (45) days after the first posting date.

(b) Bidding Procedure. Potential Buyers may submit one bid for all or any portion of the capacity or term of service made available by Operator. A Bidder shall submit its bid electronically through Operator's EBB, specifying the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as the "Reservation Charge") it is bidding for the service. Bidder also shall provide to Operator a valid request for service fully complying with Section 3 (Requests for Service) of the General Terms and Conditions. The price bid for the monthly Reservation Charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar ($0.000). Bids for service may exceed the then effective Maximum Base Reservation Charge for the applicable service set forth in this Tariff, and include other forms of revenue guarantees. In addition to the bid price, Bidders shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, as may be adjusted from time to time by Operator. Operator shall have the right to reject any bids, on a non-discriminatory basis, that: (i) are for a rate that is less than the maximum Reservation Charge or not above the minimum Reservation Charge as set forth in the Currently Effective Rate Sheets of this Tariff for service under Operator's applicable Rate Schedule; or (ii) include conditions or provisions that impede Operator's ability to operate its system in conformity with the provisions of this Tariff.

(c) Assessing Bids and Awarding Capacity. Operator shall evaluate bids based upon their net present value (NPV) as set forth below, taking into account the price and primary term offered. The NPV shall include only revenues generated by the reservation charge, or other form of revenue guarantee. For purposes of this section, "revenue guarantee" shall include, but not be limited to, revenue based on any minimum throughput commitment proposed by the Bidder. For Bidders proposing a reservation charge or other form of revenue guarantee which exceeds the maximum applicable reservation charge during all or any portion of the term proposed by the Bidder, the NPV calculated for the bid may not exceed a NPV that is calculated assuming that the maximum applicable reservation charge shall be in effect during the full term proposed by the Bidder, in place of the reservation charge or other revenue guarantee proposed by the Bidder. Operator shall use the current Commission-approved interest rate in calculating the net present value of bids. Capacity shall be awarded based on the acceptable highest value of the bids offered to Operator calculated in accordance with this Section. Operator shall post the winning bids on its EBB.

(d) Pro Rata Awards to Equal Bidders. If two or more bidders, including the current holder of the capacity subject to bid, submit acceptable highest value bids of equal value, as calculated pursuant to paragraph (c) above, Operator shall award the capacity first to the current holder of the capacity. If the current holder of the capacity (i) is not among the bidders submitting equivalent highest value bids, (ii) does not require all of the capacity subject to bid; or (iii) fails to execute a Service Agreement after being awarded the capacity, any available capacity shall be awarded on a pro rata basis to all bidders that submitted equivalent highest value bids.

4. BIDDING FOR AVAILABLE FIRM SERVICE

(a) EBB Posting Procedure. As capacity becomes available on Operator's system for firm services, such capacity shall be posted by Operator on its EBB for a period of thirty (30) days. Operator's posting shall include the following information regarding the available capacity: (i) daily and other applicable quantity of service available; (ii) receipt and delivery points; (iii) term (up to a maximum primary term of twenty (20) years with extensions from year to year thereafter unless canceled by either party by providing six (6) months prior notice to the other party); (iv) maximum effective Reservation charge as set forth in the Currently Effective Rate Sheets of this Tariff; (v) the minimum Effective Reservation charge as set forth in the Currently Effective Rate Sheets of this Tariff (including any adjustments thereto) as provided under the applicable Rate Schedule; (vi) any other applicable charges or surcharges; (vii) any applicable restrictions; (viii) the date when bids are due to Operator; and (ix) the applicable Rate Schedule. Operator shall not impose a minimum rate for purposes of bidding for available firm service. The due date set by Operator for bids shall be at least thirty (30) days and no more than forty-five (45) days after the first posting date.

(b) Bidding Procedure. Potential Buyers may submit one bid for all or any portion of the capacity or term of service made available by Operator. A Bidder shall submit its bid electronically through Operator's EBB, specifying the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as the "Reservation Charge") it is bidding for the service. Bidder also shall provide to Operator a valid request for service fully complying with Section 3 (Requests for Service) of the General Terms and Conditions. The price bid for the monthly Reservation Charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar ($0.000). Bids for service may exceed the then effective Maximum Base Reservation Charge for the applicable service set forth in this Tariff, and include other forms of revenue guarantees. In addition to the bid price, Bidders shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, as may be adjusted from time to time by Operator. Operator shall have the right to reject any bids, on a non-discriminatory basis, that: (i) are for a rate that is less than the maximum Reservation Charge or not above the minimum Reservation Charge as set forth in the Currently Effective Rate Sheets of this Tariff for service under Operator's applicable Rate Schedule; or (ii) include conditions or provisions that impede Operator's ability to operate its system in conformity with the provisions of this Tariff.

(c) Assessing Bids and Awarding Capacity. Operator shall evaluate bids based upon their net present value (NPV) as set forth below, taking into account the price and primary term offered. The NPV shall include only revenues generated by the reservation charge, or other form of revenue guarantee. For purposes of this section, "revenue guarantee" shall include, but not be limited to, revenue based on any minimum throughput commitment proposed by the Bidder. For Bidders proposing a reservation charge or other form of revenue guarantee which exceeds the maximum applicable reservation charge during all or any portion of the term proposed by the Bidder, the NPV calculated for the bid may not exceed a NPV that is calculated assuming that the maximum applicable reservation charge shall be in effect during the full term proposed by the Bidder, in place of the reservation charge or other revenue guarantee proposed by the Bidder. Operator shall use the current Commission-approved interest rate in calculating the net present value of bids. Capacity shall be awarded based on the acceptable highest value of the bids offered to Operator calculated in accordance with this Section. Operator shall post the winning bids on its EBB.

(d) Pro Rata Awards to Equal Bidders. If two or more bidders, including the current holder of the capacity subject to bid, submit acceptable highest value bids of equal value, as calculated pursuant to paragraph (c) above, Operator shall award the capacity first to the current holder of the capacity. If the current holder of the capacity (i) is not among the bidders submitting equivalent highest value bids, (ii) does not require all of the capacity subject to bid; or (iii) fails to execute a Service Agreement after being awarded the capacity, any available capacity shall be

GENERAL TERMS AND CONDITIONS
(Continued)

4. BIDDING FOR AVAILABLE FIRM SERVICE (Continued)

(e) Adjustment to Bid Rate. When the rate bid by a Bidder for service is at the Maximum Base Reservation Charge for service under the applicable Rate Schedule, that bid rate shall be subject to adjustment in accordance with the provisions of this Tariff and shall be no more than the currently effective rate specified on the Currently Effective Rates sheet of this Tariff.

(f) Short-Term Firm Service Agreements. Upon the termination of any firm Service Agreement having a term of less than one year, the capacity associated with such terminated Service Agreement shall be made available for bidding under the procedures described in this Section 4, provided that: (i) the capacity is not previously committed under the terms of this Tariff; and (ii) facility capacity remains available.

(g) Long-Term Service Agreements/Right of First Refusal. If Buyer's long-term Service Agreement does not extend according to its terms, Buyer may continue service upon termination of that Service Agreement by (i) agreeing to match the highest value bid offered to Operator for Buyer's firm service, or any portion thereof, through the bidding process described in this Section 4; and (ii) executing a new Service Agreement incorporating the new rate and term. A Buyer is eligible for a right of first refusal if the Buyer is receiving firm service at the maximum applicable rate pursuant to a Service Agreement with either (1) a term of service of at least twelve consecutive months or (2) for a service which is not available for 12 consecutive months, a contract term of more than one year. A Buyer is eligible for a right of first refusal if the Buyer is receiving firm service at less than the maximum applicable rate pursuant to a Service Agreement that meets the foregoing term criteria and was executed prior to March 26, 2000; however, the right of first refusal will not apply to any re-executed Service Agreement not at the maximum applicable rate. If Buyer intends to exercise its right of first refusal as described herein, Buyer shall notify Operator through Operator's EBB or facsimile transmission of that intent not less than ninety (90) days before the termination date of its Service Agreement.

(i) In the event that Buyer provides Operator with a 90-day notice of intent to exercise its right of first refusal, Operator shall promptly post on its EBB the information described in Paragraph (a). Not later than sixty (60) days prior to the termination of such Service Agreement, and for thirty (30) days thereafter, Operator shall begin accepting bids from any prospective Buyer, including prospective Buyers that already have submitted requests for service for all or a portion of the service rights under the existing Buyer's long-term Service Agreement.

(ii) If Operator receives an offer for all or a portion of the service rights under Buyer's long-term Service Agreement, Operator, within five (5) days after the last day for receiving offers, shall notify Buyer through the EBB of the offer having the greatest economic value to Operator. For purposes of comparing the respective values of offers under this section, Operator shall evaluate all bids in accordance with the criteria set forth above. If Buyer elects to match the offer, Buyer shall notify Operator of such election through the EBB within fifteen (15) days after receiving Operator's notice and shall execute a new Service Agreement matching the offer prior to the termination of the existing long-term Service Agreement. If no offers are received, Buyer may continue to receive service on a month-to-month basis or for such other term agreed to by Operator and Buyer, and at the maximum rate set forth in the applicable Rate Schedule.

GENERAL TERMS AND CONDITIONS
(Continued)

4. BIDDING FOR AVAILABLE FIRM SERVICE (Continued)

(d) (Continued)
awarded on a pro rata basis to all bidders that submitted equivalent highest value bids.

(e) Adjustment to Bid Rate. When the rate bid by a Bidder for service is at the Maximum Base Reservation Charge for service under the applicable Rate Schedule, that bid rate shall be subject to adjustment in accordance with the provisions of this Tariff and shall be no more than the currently effective rate specified on the Currently Effective Rates sheet of this Tariff.

(f) Short-Term Firm Service Agreements. Upon the termination of any firm Service Agreement having a term of less than one year, the capacity associated with such terminated Service Agreement shall be made available for bidding under the procedures described in this Section 4, provided that: (i) the capacity is not previously committed under the terms of this Tariff; and (ii) facility capacity remains available.

(g) Long-Term Service Agreements/Right of First Refusal. If Buyer's Service Agreement with a term of one year or longer does not extend according to its terms, Buyer may continue service upon termination of that Service Agreement by (i) agreeing to match the highest value bid offered to Operator for Buyer's firm service, or any portion thereof, through the bidding process described in this Section 4; and (ii) executing a new Service Agreement incorporating the new rate and term. A Buyer is eligible for a right of first refusal if the Buyer is receiving firm service at the maximum applicable rate pursuant to a Service Agreement with either (1) a term of service of at least twelve consecutive months or (2) for a service which is not available for 12 consecutive months, a contract term of more than one year. A Buyer is eligible for a right of first refusal if the Buyer is receiving firm service at less than the maximum applicable rate pursuant to a Service Agreement that meets the foregoing term criteria and was executed prior to March 26, 2000; however, the right of first refusal will not apply to a new or re-executed Service Agreement with a negotiated rate or that is not at the maximum applicable rate unless otherwise agreed between Operator and Buyer. If Buyer intends to exercise its right of first refusal as described herein, Buyer shall notify Operator through Operator's EBB or facsimile transmission of that intent not less than ninety (90) days before the termination date of its Service Agreement.

(i) In the event that Buyer provides Operator with a 90-day notice of intent to exercise its right of first refusal, Operator shall promptly post on its EBB the information described in Paragraph (a). Not later than sixty (60) days prior to the termination of such Service Agreement, and for thirty (30) days thereafter, Operator shall begin accepting bids from any prospective Buyer, including prospective Buyers that have already submitted requests for service for all or a portion of the service rights under the existing Buyer's long-term Service Agreement.

(ii) If Operator receives an offer for all or a portion of the service rights under Buyer's long-term Service Agreement, Operator, within five (5) days after the last day for receiving offers, shall notify Buyer through the EBB of the offer having the greatest economic value to Operator. For purposes of comparing the respective values of offers under this section, Operator shall evaluate all bids in accordance with the criteria set forth above; provided, however, that Buyer shall be required to match only offers for service rights under the same Rate Schedule as Buyer's expiring Service Agreement. If Buyer elects to match the offer, Buyer shall notify Operator of such election through the EBB within fifteen (15) days after receiving Operator's notice and shall execute a new Service Agreement matching the offer prior to the termination of the existing long-term Service Agreement. If no offers are received, Buyer may continue to receive service on a month-to-month basis or for such other term agreed to by Operator and Buyer, and at the maximum rate set forth in the applicable Rate Schedule.

GENERAL TERMS AND CONDITIONS
(Continued)

4. BIDDING FOR AVAILABLE FIRM SERVICE (Continued)

(h) Termination of Long-Term Firm Service Agreements. If a long-term Service Agreement is not continued by its own terms, by an extension, or by reason of the Buyer's exercise of its right of first refusal, such long-term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Service Agreement and shall terminate as specified therein and Operator shall have no further obligation to Buyer.

(i) New Long-Term Firm Service Agreements. If a new long-term Service Agreement is executed pursuant to this Section, such Service Agreement shall be subject to pregranted abandonment unless otherwise specified therein.

(j) Reserved Capacity. Operator may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or Buyer does not exercise its right of first refusal. If Operator elects to reserve capacity, it will notify Buyers of its intent as part of Operator's posting under Section 4(a) (EBB Posting Procedure) of the General Terms and Conditions. Capacity may be reserved for up to one year prior to the Operator filing for certificate approval for construction of the proposed expansion and thereafter until such expansion project is placed into service. Reserved capacity will be made available on an interim basis and will be posted for competitive bid in accordance with the applicable provisions of Section 4 of the General Terms and Conditions.

(k) Notwithstanding anything to the contrary in this Tariff, Operator may agree with any Buyer, on a not unduly discriminatory basis, to an extension of any long-term Service Agreement, with such additional term to be negotiated on a case-by-case basis.

(l) Notwithstanding anything to the contrary in this Tariff, in the event that any Rate Schedule FPS services are terminated, whether by (i) expiration of a service agreement where Buyer and Operator have not agreed to an extension and Buyer elects not to exercise its right of first refusal upon the expiration of the contractual term, or (ii) turnback of Buyer's service rights under the Service Agreement, where Buyer and Operator have mutually agreed to such turnback, the capacity that becomes available as a result shall be dedicated to Rate Schedule LTD-1 service and allocated among the LTD-1 Shippers in proportion to each such Shipper's firm MDDQ and included in such Shipper's Service Agreement for the remainder of its term, and the applicable storage ratios for Rate Schedule LTD-1 service will be modified accordingly. In the event of such a reallocation of storage capacity, Operator will make a compliance filing for the sole purpose of (i) placing into effect rates that will reflect a reallocation of the total revenue responsibility associated with such relinquished Rate Schedule FPS service (at the maximum effective rates), together with the associated storage and transportation capacity, to Rate Schedule LTD-1 service, and (ii) revising appropriately the storage ratios applicable to Rate Schedule LTD-1 service. This Paragraph shall remain in effect for the term of the LTD-1 Service Agreements in effect as of October 1, 2004, including any extensions of such Service Agreements.

GENERAL TERMS AND CONDITIONS
(Continued)

5. SERVICE AGREEMENT

(a) Form of Service Agreement. Buyer shall enter into a contract with Operator under Operator's applicable standard Form of Service Agreement prior to receiving service from Operator under any Rate Schedule. Buyers with new levels of service shall execute a new Appendix to their Service Agreements indicating the new level of service.

(b) Term.

(1) The period of time covered by the Service Agreement (exclusive of Assignments as provided under this Tariff) shall be determined by (i) agreement between the parties, or (ii) the procedures set forth in Section 4, Bidding for Available Firm Service, but shall not exceed a primary term of twenty (20) years and extensions from year to year thereafter unless canceled by either party by providing six (6) months prior notice to the other party. Where the Service Agreement supersedes or cancels an existing Service Agreement, however, Operator may require that the term of the Service Agreement shall be not less than the unexpired portion of the term contained in the Service Agreement to be superseded or canceled.

(2) Notwithstanding anything to the contrary in this Tariff, Operator may agree, on a not unduly discriminatory basis, with a Buyer to: (i) the termination of an existing service agreement prior to its expiration date contingent upon negotiated conditions, including the payment of any agreed upon termination fees; (ii) a term for a service agreement beginning upon specified events related to the availability of necessary infrastructure; or (iii) an option for the Buyer to terminate a service agreement prior to the end of the term upon specified events related to the unavailability or termination of related contractual rights with Operator or with another upstream or downstream service provider. Taking into account the remaining term of the agreement, the applicable rates, and the value, demand for, and alternative uses of, the contractual entitlements under the agreement being terminated, any exit fee agreed upon by Buyer as part of an agreement for the termination of a service agreement shall be sufficient to make the termination financially beneficial to Operator in Operator's reasonable judgment. Any agreement by Operator hereunder shall not constitute a material deviation from the applicable Form of Service Agreement.

(c) Quantity Obligations and Requirements. The quantities of gas to be transported, injected, withdrawn or stored by Operator shall be set forth in the applicable Service Agreement.

(d) Successors and Assigns. Any company that succeeds by purchase, merger, or consolidation to the assets of Operator or of Buyer substantially or in its entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Service Agreement. Buyer, Operator, and their successors, may assign or pledge the Service Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument that it has executed or may execute hereafter. Otherwise no party shall assign the Service Agreement or any of its rights thereunder unless it first shall have obtained in writing the consent thereto of the other party; provided however, that Buyer under Rate Schedules LTD-1, FPS-1, FPS-2, FPS-3, and FTS may release and assign service rights contracted for under such Service Agreement pursuant to Section 10 (Release and Assignment of Service Rights) of this General Terms and Conditions.

(e) Waiver of default. No waiver by either party of any one or more defaults by the other in the performance of any provisions of the Service Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

(f) Choice of Law. Unless otherwise specifically stated in the Service Agreement, interpretation of the provisions of all Service Agreements or other agreements entered into between Buyer and Operator, including any provisions of this Tariff related to such agreements and any disputes arising from such agreements, shall be governed by the law of the State of Delaware.

GENERAL TERMS AND CONDITIONS
(Continued)

6. OPERATING CONDITIONS

(a) In General. The general operating conditions set forth in this Section supplement the terms and conditions set forth in the individual Rate Schedules and elsewhere in the General Terms and Conditions.

(b) Nominations and Scheduling.

(1) Except for events solely within Operator's control, the primary obligation and burden of responsibility to monitor, control, adjust and maintain a concurrent balance between tenders and takes of Natural Gas shall rest with Buyer. Operator neither assumes any responsibility nor any obligation to monitor or adjust Buyer's tenders or takes by the provisions of this Section.

(2) All notices or other communications from Buyer to Operator pursuant to the requirements of this Section, unless otherwise provided for in this Tariff, shall be submitted electronically through Operator's EBB or through EDI. The date and time of all such notices or other communications from Buyer to Operator under this Section shall be deemed to be the date and time those notices or communications are received by Operator, unless otherwise specified.

(3) Operator will post to Operator's EBB a telephone number to be used after normal business hours to assist Buyers having scheduling or confirmation problems.

(4) The sending party shall adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadlines.

(5) Nominations. (This Section does not apply to deliveries of LNG by tankers)

(i) Quantities of gas nominated and capacity awarded will be made effective at the time designated on the nomination provided Buyer adheres to the nomination time line prescribed in Section 6(b)(5)(v) and supplies can be confirmed pursuant to Section 6(b)(6) of the General Terms and Conditions.

(ii) A Buyer seeking to nominate quantities under any applicable Service Agreement shall furnish to Operator, for each such Service Agreement (i) a Daily Delivery Quantity to be delivered by Operator to or for Buyer at the applicable delivery point(s) on Operator's pipeline system, and (ii) a Daily Receipt Quantity to be tendered to Operator at each applicable receipt point on Operator's pipeline system. Buyer's Nominated Daily Delivery Quantity and Nominated Daily Receipt Quantity collectively are referred to as Buyer's "nominations".

(iii) Quantities shall be nominated in dekatherm units and represent the total requested quantity for the Gas Day.

(iv) Each nomination shall be considered an original nomination and shall remain in effect until changed. When a nomination includes a date range, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range are unaffected. Nominations have a prospective effect only. Subsequent nominated quantities shall represent replacement daily quantities.

GENERAL TERMS AND CONDITIONS
(Continued)

6. OPERATING CONDITIONS (Continued)

(b) (5) Nominations. (Continued)

(v) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by the transporter including from Title Transfer Tracking Service Providers (TTTSPs); noon to send Quick Response; 3:30 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by shipper and point operator (central clock time on the Day prior to flow).

The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by the transporter including from TTTSPs; 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the Day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 am on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on Gas Day.

The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by the transporter including from TTTSPs; 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 2:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas Day.

The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by the transporter including from TTTSPs; 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

In addition to notice of bumping being provided through the scheduling process, Operator shall notify Buyer of bumping by telephone, facsimile, and EBB communication to Buyer's representative. NAESB Standards 1.3.2 (v) and (vi) are incorporated herein by reference.

GENERAL TERMS AND CONDITIONS
(Continued)

6. OPERATING CONDITIONS (Continued)

(b) (5) Nominations. (Continued)

(vi) Buyer shall have the option to either submit overrun quantities (nominations under firm contracts in excess of its MDQ) as a separate nomination or within the aggregate sum of all nominations. When nominations for overrun quantities are submitted as a separate transaction, they must be identified as such by using the appropriate nomination transaction type.

(vii) Except for intra-day nominations, Buyer may nominate for several days, months or years in one day increments provided such nomination is within the begin and end dates of Buyer's Service Agreement.

(viii) In addition to the Evening Nomination Cycle, Intra-day 1 Nomination Cycle, Intra-day 2 Nomination Cycle, described in Section 6(b)(5)(v), Buyer may nominate intra-day changes to its daily nominations at any time up to 5:00 p.m. (C.T.), to be effective any hour, but no less than four hours after the time the nomination is submitted.

(ix) Evening Nomination Cycle, Intra-day 1 Nomination Cycle and Intra-day 2 Nomination Cycle, as described above in Section 6(b)(5)(v), and any other intra-day nominations, as described above in Section 6(b)(5)(viii), may be used to to request increases or decreases in total flow, changes to receipt points, and changes to delivery points of scheduled gas. Such changes shall be effectove for the remainder of the day. Operator, on a nondiscriminatory basis, may confirm such changes to commence at earlier times than specified in Section 6(b)(5)(v) and 6(b)(5)(viii) of Operator's system operations permit and if such changes do not result in any bumping of scheduled and/or flowing quantities. Operator may, through postings on its EBB, provide for additional time periods for making intra-day changes in nominations.

Buyer may make nomination changes, as described in Sections 6(b)(5)(viii) only if the following requirements and conditions are satisfied:

(1) actual flows consistent with the requested nominations are confirmed at the receipt and delivery points;
(2) Buyer's tenders or takes (i) during any 8-hour period may not exceed 40% of Buyer's Maximum Daily Quantity, and (ii) during any 24-hour period do not exceed Buyer's Maximum Daily Quantity, provided that all deliveries do not exceed the applicable maximum hourly limitations specified in any applicable rate schedule;
(3) Buyer's revised nominations during a Day under no circumstances fall below the confirmed quantities that Day up to the effective time of the revised nominations;
(4) Bumping of scheduled and/or flowing quantities by an intraday nomination may occur: (a) for a nomination submitted before 6:00 p.m., (C.T.), with notice to be provided to bumped parties by 10:00 p.m. (C.T.) on the day prior to flow, with scheduled quantities effective at 9:00 a.m. (C.T.) on Gas Day; and (b) for a nomination submitted before 10:00 a.m. (C.T.),with notice to be provided to bumped parties by 2:00 p.m. (C.T.), with scheduled quantities effective at 5:00 p.m. on Gas Day.
(5) During any Day of Interruption pursuant to Section 16 (Interruption of Service), a Buyer may make intra-day changes to receive or take gas at Buyer's primary receipt or delivery point if such change would cause interruption of a Buyer using that receipt or delivery point as a secondary point during that Day.

6. OPERATING CONDITIONS (Continued)

(b) (5) (x) Buyers shall cause, by whatever means necessary, the Interconnecting operator of each point of receipt and each point of delivery designated in any nomination or change in nomination submitted by Buyer to confirm all such nominations or changes in nominations in accordance with the time lines specified in Section 6(b)(6) and also to comply with NAESB standard confirmation data sets.

Operator shall electronically on its EBB make available to Buyer on a daily basis Buyer's imbalance status or information from which Buyer can determine its imbalance status. Such daily electronic updates by Operator shall be based upon the data available to Operator at that time, and shall constitute notice to Buyer for purposes of the application of imbalance penalties, as set forth in Section 12 (Penalties) of the General Terms and Conditions and elsewhere in this Tariff. To avoid the imbalance penalties described in this Tariff, Buyer shall eliminate imbalances in its account as soon as possible but in no event later than the last day of the Month in which such notice is received.

(6) Confirmation and Scheduling by Operator (This section does not apply to nominations pursuant to Section 4.2 of Rate Schedules LTD-1 and LTD-2)

(i) No gas shall flow under any nomination until Operator has confirmed the nomination, awarded capacity, and scheduled the applicable quantities. Operator shall hold interruptible capacity for a 48-hour period, but shall have no obligation to deliver such unconfirmed gas to Buyer during the 48-hour period.

(ii) Operator shall initiate confirmation ("Request for Confirmation") with interconnecting operator or respond ("Confirmation Response") to request for confirmation from interconnecting operator. Operator shall complete confirmation by 3:30 p.m. central clock time (C.T.) the day prior to the nomination begin date.

(iii) Operator shall make available to Buyers their scheduled quantities no later than 4:30 p.m. central clock time (C.T.), the day prior to the nomination begin date. Furthermore, Operator shall make available to Buyers their scheduled quantities at the end of the gas day. Scheduled quantities made available via Operator's EBB or if requested shall be made available using NAESB standard data sets. Scheduled quantities for intra-day nomination changes shall only be made available at the end of the Gas Day.

(iv) Where discrepancies in quantities exist between confirming parties, the confirmed quantity shall be the lesser of the nominated quantity (inclusive of any reductions related to capacity allocation) or the confirmed quantity. Where no communication is received, the lesser of the nomination or the previously scheduled quantity applies. No intra-day nomination changes, including reductions, shall become effective unless the changes are confirmed.

(v) When a Buyer has more than one receipt point or more than one delivery point, such Buyer shall specify in its nomination the supply reduction priorities and delivery reduction priorities ("Priority Reduction List") to be utilized at the receipt points or delivery points in the event of a loss of volume at the receipt points or delivery points.

GENERAL TERMS AND CONDITIONS
(Continued)

6. OPERATING CONDITIONS (Continued)

(b) (6) Confirmation and Scheduling by Operator (Continued)

(vi) If only partial confirmations are received by Seller from the upstream and downstream entities delivering or receiving has on behalf of Buyer, Buyer's nominations shall be reduced in accordance with the priorities set forth on the Receipt and Delivery Rankings furnished by Buyer.

(vii) If gas is not scheduled and flowing within 48 hours after Operator notifies a Buyer of interruptible service that it has been unable to confirm all or any part of nominated gas supplies, Operator shall allocate such capacity to other Buyers.

(viii) If after Buyer's gas is confirmed, Operator is notified that Buyer's gas is not available, then Operator may cease deliveries. However, Operator shall hold such interruptible capacity for Buyer for 48 hours before allocating such capacity to other Buyers.

(7) Buyer's Notice of Changes. Except for reasons of force majeure, as described at Section 14 (Force Majeure) of the General Terms and Conditions, Buyer shall notify Operator or cause Operator to be notified at least 24 hours in advance of any anticipated material change in the daily quantity of gas Buyer desires to deliver or to cause to be delivered to Operator for transportation under Operator's Rate Schedules. If an unanticipated or a force majeure event causes a material change in the quantity of gas Buyer will deliver or cause to be delivered to Operator for transportation, Buyer shall notify or cause Operator to be notified as soon as possible after occurrence of that event. In the event of such material changes, Buyer shall tender or cause to be tendered to Operator such estimated daily quantities at flow rates as close as possible to uniform hourly rates. Departures by Buyer from the daily quantities that it has notified Operator it intends to tender to Operator under a Rate Schedule shall be kept to a minimum and in no event shall exceed the amount permitted by operating conditions.

(8) Scheduling Under Individual Rate Schedules. To the extent that individual Rate Schedules set forth nomination scheduling requirements inconsistent with the requirements set forth in this Section, the applicable Rate Schedules are controlling and Buyer shall satisfy the requirements set forth in those Rate Schedules. To the extent that applicable Rate Schedules set forth scheduling requirements in addition to, but not inconsistent with, the provisions of this Section, Buyer shall satisfy the requirements of both the individual Rate Schedules and this Section.

(c) Third Party Arrangements. Buyer shall be responsible for making all necessary arrangements with third parties (i) at or upstream of the Receipt Points at which Buyer tenders gas to Operator for transportation services, and (ii) downstream of Delivery Points at which Operator delivers gas for the account of Buyer. Buyer shall be responsible for (i) insuring that any such arrangements are consistent with the terms and conditions of the applicable Rate Schedule under which it seeks to have Operator provide services, and (ii) requiring such third parties to confirm all of Buyer's nominations with Operator by telephone, by facsimile transmission or other means acceptable to Operator and such other third party. Such third-party arrangements shall be coordinated with Operator.

GENERAL TERMS AND CONDITIONS
(Continued)

6. OPERATING CONDITIONS (Continued)

(d) Service Obligation. Operator shall not be required to perform any newly requested service under any of its Rate Schedules if any of the facilities necessary to render the requested service do not exist. In addition, Operator shall not be required to undertake new services under any of its existing Rate Schedules during periods in which facilities are scheduled for maintenance or repair or for other existing conditions identified in Section 16 (Interruptions of Service) of this General Terms and Conditions. Operator shall not be required to construct or reactivate facilities; provided, however, that Buyer may request construction of facilities under the provisions of Section 20 (Construction of Facilities) of the General Terms and Conditions.

(e) Creditworthiness of Buyer.

(i) Subject to the provisions of subsections (ii) and (iii) below, Operator shall not be required to perform or to continue to perform service on behalf of any Buyer that (i) is or has become insolvent, (ii) has applied for bankruptcy under Chapter 11 of the Bankruptcy Code or is subject to similar proceedings under State or Federal Law, or (iii) fails, in Operator's reasonable judgment, to demonstrate minimal creditworthiness for all or any part of the service requested, based upon Operator's consideration of available credit data concerning Buyer and Buyer's past payment history, financial statements, and credit reports. Operator shall apply nondiscriminatory evaluation practices to determine the acceptability of Buyer's overall financial condition.

(ii) Operator may require assurance of payment for any service under this Tariff requested by an insolvent or uncreditworthy Buyer. Such a Buyer may receive or continue to receive service if it provides adequate assurance of payment for service within fifteen (15) days after the date of written demand by Operator. Adequate assurance of payment may include:

(1) a deposit with Operator of an amount equal to two (2) months of Reservation and estimated Commodity charges for the service, as set forth in the applicable Service Agreement, provided that such deposit may be applied by Operator to satisfy a delinquent account;

(2) advance payment for service at the time service is scheduled;

(3) an irrevocable letter of credit from a creditworthy financial institution;

(4) a guarantee from a creditworthy entity; or

(5) a surety bond from an acceptable, creditworthy insurance company.

GENERAL TERMS AND CONDITIONS
(Continued)

6. OPERATING CONDITIONS (Continued)

(e) Creditworthiness of Buyer. (Continued)

(iii) Operator may at any time re-evaluate the creditworthiness of Buyer and demand adequate assurances of payment if Operator determines that Buyer has in any respect become uncreditworthy. Circumstances under which Operator may re-evaluate Buyer's creditworthiness include, but are not limited to, a filing by Buyer for bankruptcy or a submission to bankruptcy or similar federal or state proceedings, an adverse change in Buyer's payment practices, or a reorganization of Buyer's business structure. If Operator, following such a re-evaluation, makes an adverse preliminary creditworthiness determination, and Buyer is current in its payments to Operator and otherwise has a good credit history with Operator, Buyer will be given notice of such adverse determination and be allowed ten (10) days to submit data demonstrating its continued creditworthiness before Operator will make a final determination of creditworthiness and, if adverse, demand adequate assurance of payment. Operator may at any time withdraw or revise its demand for adequate assurance of payment or extend its due date.

(f) General Limitation of Operator's Obligation. Operator shall not be required to perform or continue service on behalf of any Buyer that, within ten (10) days after receipt of notice from Operator, fails to comply with any of the terms of the applicable Rate Schedule and Buyer's Service Agreement with Operator when such failure is material or may threaten the operational integrity, safety, or continued performance by Operator of services under this Tariff. If Buyer submits a complaint, as provided in Section 22 (Complaint Resolution Procedure) of the General Terms and Conditions, prior to the end of the 10-day period and the subject matter of the complaint is the provision of the Rate Schedule or Service Agreement on which the Operator has based its notice, Operator shall continue service for Buyer for a period of at least ten (10) days after Operator's Final Decision under the Complaint Resolution Procedures. Notwithstanding the foregoing, Operator shall have the right to take unilateral action to protect the integrity of its system in the event Operator, in its reasonable discretion, determines that immediate or irreparable harm to Operator's facilities or operations will be caused by Buyer's failure to comply with any of the terms of the applicable Rate Schedule, the terms of Buyer's Service Agreement with Operator, or the General Terms and Conditions of this Tariff.

(g) Balancing at Termination of Service Agreement. Following the termination of a Service Agreement, Buyer under that Service Agreement shall be required to correct any outstanding imbalance in receipts and deliveries within sixty (60) days after Operator determines, and notifies Buyer, that such an imbalance exists, or within such longer period of time agreed to by Buyer and Operator.

Reserved for future use.

7. FLEXIBLE PRIMARY AND SECONDARY RECEIPT AND DELIVERY POINTS

(a) Primary Receipt and Delivery Points. The Receipt Points for all Natural Gas tendered to Operator for service under Operator's Rate Schedules shall be at the interconnection of the facilities of Operator, Buyer or any applicable third parties, or at such other primary point(s) agreed upon by Buyer and Operator and specified in Buyer's Service Agreement with Operator. The Receipt Point for LNG tendered to Operator under Rate Schedules FPS-1, FPS-2, FPS-3, and Section 11 of the General Terms and Conditions (LNG Inventory Transfers) shall be Operator's LNG storage tanks. The Receipt Point for LNG tendered to Operator under Rate Schedules LTD-1 and LTD-2 shall be the point, whether one or more, at which a flange at the outlet of the discharge manifold of the delivering LNG tanker joins the unloading arms of the Cove Point LNG Plant. The Delivery Points for all Natural Gas delivered by Operator to Buyer or to a third party on behalf of Buyer under Operator's Rate Schedules shall be (i) at the interconnection of the facilities of Operator and Buyer or any applicable third parties, or (ii) at such other primary point(s) agreed upon by Buyer and Operator and specified in Buyer's Service Agreement with Operator.

(b) Flexible Primary Receipt and Delivery Point Authority. Except for the Receipt Point for LNG tendered to Operator under Rate Schedules LTD-1, FPS-1, FPS-2, FPS-3 and Section 11 (LNG Inventory Transfers) of the General Terms and Conditions, and except as may otherwise be specified in this Section or in individual Rate Schedules, Buyers under Rate Schedules LTD-1, FTS, FPS-1, FPS-2 and FPS-3 shall have flexible primary Receipt and Delivery Point authority; provided that Operator, in its reasonable discretion, determines that sufficient firm capacity exists in its existing facilities to accommodate the proposed changes in primary Receipt or Delivery Points. Any Buyer seeking to change primary Receipt or Delivery Points under an existing Service Agreement shall request such a change by advising Operator, identifying the Service Agreement affected, and furnishing Operator with the information described in Section 3 (Requests for Service) of the General Terms and Conditions. If firm capacity is available to accommodate Buyer's requested change, Operator and Buyer shall execute an agreement, superseding Appendix A to the relevant Service Agreement, that shall reflect the agreed changes in such Receipt or Delivery Points, or maximum daily quantities.

(c) Secondary Receipt and Delivery Point Authority. Except as provided in Paragraph (b) above or elsewhere in this Tariff, Buyer may have secondary Receipt and Delivery Points under any firm Service Agreement as provided and subject to the requirements in the applicable Rate Schedule. Receipts and deliveries of Natural Gas at such secondary Receipt and Delivery Points shall have the allocation priority as described in Section 15 (Capacity Allocation) of the General Terms and Conditions, and Operator shall interrupt service at such secondary Receipt and Delivery Points for the same reasons and in the same manner as interruptible services at such points, as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions. The list of interconnections at which secondary point service is available will be maintained by Operator in a Master List of Interconnections (MLI) posted on its EBB.

Reserved for future use.

GENERAL TERMS AND CONDITIONS
(Continued)

8. NATURAL GAS QUALITY

(a) General Requirement. Natural Gas received by Operator and delivered to Buyer hereunder shall at all times conform to the quality provisions set forth in this Section. Neither Operator nor Buyer shall be required to receive Natural Gas from the other or for Buyer's account which does not conform to the requirements of this Section. Buyer shall indemnify Operator and save it harmless from all suits, actions, regulatory proceedings, damages, costs, losses and expenses (including reasonable attorney fees) arising out of the failure of said Natural Gas to conform to such quality provisions. Operator shall indemnify Buyer and save Buyer harmless from all suits, actions, regulatory proceedings, damages, costs, losses and expenses (including reasonable attorney's fees) arising out of the failure of the Natural Gas to conform to such provisions.

(b) Natural Gas. The gas received by Operator and delivered to Buyer hereunder shall be a combustible gas consisting wholly of, or a mixture of:

(i) Natural Gas of the quality of composition produced in its natural state except as provided herein;

(ii) Natural Gas produced by vaporization of Liquefied Natural Gas (LNG); or

(iii) manufactured, reformed, or mixed gas consisting essentially of hydrocarbons of the quality and character produced by nature in the petroleum, oil, and Natural Gas fields with physical properties such that when the gases are commingled they become indistinguishable with respect to the physical properties of the mixture.

(c) Processing. The gas received and delivered hereunder shall be Natural Gas as defined in Paragraph (b) above; provided however, that Operator may subject or permit the subjection of said Natural Gas to compression, cooling, cleaning, extraction or other processes to such an extent as may be required in its transmission, liquefaction, storage, and vaporization hereunder.

(d) Heating Value. Neither Buyer nor Operator shall be required to accept Natural Gas having a heating value of less than 967 Btu per cubic foot. Operator shall not be required to accept, nor permitted to deliver, Natural Gas having a heating value of more than 1,100 Btu per cubic foot.

(e) Objectionable Properties. The Natural Gas received and delivered:

(i) shall be commercially free from particulates or other solid or liquid matter which might interfere with its merchantability or cause injury to or interfere with proper operation of the lines, regulators, meters and other equipment of Operator;

(ii) shall not contain more than twenty-five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) cubic feet;

(iii) shall not contain more than twenty (20) grains of total sulfur per one hundred (100) cubic feet;

(iv) shall not contain more than 4.0% N_2 and 1.0% CO_2;

(v) shall not contain in excess of seven (7) pounds of water vapor per million cubic feet;

8. NATURAL GAS QUALITY (Continued)

(vi) shall not contain O2 in excess of two-tenths of one percent by volume; and

(vii) shall not contain any other harmful contaminants, including Hg, which might interfere with the proper operation of or cause damage to Operator's facilities.

(f) Operator and Buyer may agree, or governmental authorities may require, that the Natural Gas be odorized by use of a malodorant agent 19 of such character as to indicate by a distinctive odor the presence of Natural Gas. Whenever odorized Natural Gas is delivered, the quality and specifications of such Natural Gas, as set forth in this Section 8, shall be determined prior to the addition of malodorant and with proper allowance for changes or additions to the Natural Gas due to such malodorant. Such odorization of the Natural Gas by Operator, unless otherwise mutually agreed by Buyer and Operator, shall be for the purpose of detection of the Natural Gas only during the time it is in possession of the Operator, prior to delivery to Buyer.

(g) Operator may refuse to accept Natural Gas or may impose additional Natural Gas quality specifications and restrictions if Operator, in its reasonable judgment, determines that harm to Operator's facilities or operations could reasonably be expected to occur if it receives Natural Gas that fails to meet such additional specifications and restrictions. Operator reserves the right to refuse to execute any agreement which does not contain the Natural Gas quality specifications and restrictions deemed reasonable and necessary by Operator, and Operator reserves the right to refuse to accept or continue to accept Natural Gas that fails to meet such additional specifications and restrictions. Such additional specifications and restrictions may be imposed to limit the concentrations of elements or compounds that Operator determines, in its reasonable judgment, may be corrosive or toxic in nature, may represent an environmental hazard, may interfere with the merchantability of the Natural Gas, or may cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of Operator.

(h) LNG Quality. The LNG to be received hereunder for LNG Tanker Discharging Service shall be merchantable and shall have in its gaseous state:

(i) A Gross Heating Value of not less than nine hundred sixty-seven (967) Btu and, except as otherwise provided in Section 5.5 of Rate Schedule LTD-1, not more than one thousand one hundred thirty-eight (1,138) Btu per standard cubic foot. Operator may accept LNG with a gross heating value greater than 1,138 Btu per standard cubic foot, if the resultant Natural Gas send out does not exceed the Natural Gas quality specified in Section 8(d), 8(e), and 8(j)(ii).

(ii) Constituent elements varying within the following percentage limits (in molecular percentage):

Nitrogen	equal to or between	0.00	and	1.00
Methane	equal to or between	84.55	and	100.00
Ethane	equal to or between	0.00	and	9.20
Propane	equal to or between	0.00	and	3.25
Isobutane	equal to or between	0.00	and	0.60
Normal Butane	equal to or between	0.00	and	0.75
Pentanes Plus	equal to or between	0.00	and	0.15
Carbon Dioxide	equal to or between	0.00	and	0.01

(iii) A hydrogen sulfide content not to exceed twenty-five hundredths (0.25) grains of hydrogen sulfide per one-hundred (100) cubic feet;

(iv) A total sulfur content of not more than twenty (20) grains per one-hundred (100) cubic feet;

8. NATURAL GAS QUALITY (Continued)

(h) (v) No water or mercury;

(vi) No active bacteria or bacterial agent, including but limited to, sulphate reducing bacteria or acid producing bacterial; and

(vii) No hazardous or toxic substances.

(viii) In the event it becomes necessary for Operator to operate nitrogen injection facilities, Operator's nitrogen injection capacity shall be allocated, if necessary, among Buyers in the following order:

1. First, to Buyers scheduling withdrawals during the Withdrawal Season pursuant to Section 3(a) of Rate Schedule FPS-1, FPS-2 and FPS-3. Such Buyer may take delivery of a quantity of gas up to the MCPQ at a daily rate of up to one hundred fifteen percent (115%) of Buyer's MDPQ; and
2. Then, ratably as a class to Buyers scheduling withdrawals pursuant to Rate Schedule LTD-1; and
3. Then, ratably as a class to Buyers scheduling withdrawals pursuant to Section 2.A. of Rate Schedule LTD-1 (ISQ); and
4. Then ratably as a class to all Buyers scheduling withdrawals pursuant to the Authorized Overrun provisions of Rate Schedules LTD-1, LTD-2, FPS-1, FPS-2, or FPS-3; and
5. Then, ratably as a class to Buyers scheduling withdrawals pursuant to Rate Schedule LTD-2.

Cove Point shall not be obligated to receive any LNG that does not meet these standards.

(i) Measurement of Quantity of LNG Received from Buyer's LNG Tankers. Buyer shall measure, or cause to be measured, the quantity of LNG received by Operator from Buyer's LNG tanker(s) in accordance with the following provisions:

(i) The volume of LNG received by Operator and reflected as an increase in Buyer's Liquefied Gas Balance shall exclude the amount of vapor returning to Customer's vessel during unloading of LNG. Operator shall have no obligation to receive quantities that cause Buyer to exceed the volume equivalent of its MCSQ (or that part of its MCSQ allocated to Buyer during periods of constrained capacity).

(ii) The volume of cubic meters of LNG received by Operator shall be measured in metric units by gauging of the liquid in the tanks of Buyer's LNG tanker(s). Buyer shall cause the first gauging to be made after the Captain of Buyer's LNG tanker has given his notice of readiness to unload and before starting the pumps. A second gauging shall take place immediately after completion of unloading. Representatives of Buyer and Operator shall have the right to be present at such gaugings but the absence of a representative shall not prohibit any gauging.

GENERAL TERMS AND CONDITIONS
(Continued)

8. NATURAL GAS QUALITY (Continued)

(h) (v) No water or mercury;

(vi) No active bacteria or bacterial agent, including but limited to, sulphate reducing bacteria or acid producing bacterial; and

(vii) No hazardous or toxic substances.

(viii) In the event it becomes necessary for Operator to operate nitrogen injection facilities, Operator's nitrogen injection capacity shall be allocated, if necessary, among Buyers in the following order:

1. First, to Buyers scheduling withdrawals during the Withdrawal Season pursuant to Section 3(a) of Rate Schedule FPS-1, FPS-2 and FPS-3. Such Buyer may take delivery of a quantity of gas up to the MCPQ at a daily rate of up to one hundred fifteen percent (115%) of Buyer's MDPQ; and
2. Then, ratably as a class to Buyers scheduling withdrawals pursuant to Rate Schedule LTD-1; and
3. Then, ratably as a class to Buyers scheduling withdrawals pursuant to the 2004 Terminal Expansion; and
4. Then, ratably as a class to Buyers scheduling withdrawals pursuant to Section 2.A. of Rate Schedule LTD-1 (ISQ); and
5. Then ratably as a class to all Buyers scheduling withdrawals pursuant to the Authorized Overrun provisions of Rate Schedules LTD-1, LTD-2, FPS-1, FPS-2, or FPS-3; and
6. Then, ratably as a class to Buyers scheduling withdrawals pursuant to Rate Schedule LTD-2.

Cove Point shall not be obligated to receive any LNG that does not meet these standards.

(i) Measurement of Quantity of LNG Received from Buyer's LNG Tankers. Buyer shall measure, or cause to be measured, the quantity of LNG received by Operator from Buyer's LNG tanker(s) in accordance with the following provisions:

(i) The volume of LNG received by Operator and reflected as an increase in Buyer's Liquefied Gas Balance shall exclude the amount of vapor returning to Customer's vessel during unloading of LNG. Operator shall have no obligation to receive quantities that cause Buyer to exceed the volume equivalent of its MCSQ (or that part of its MCSQ allocated to Buyer during periods of constrained capacity).

(ii) The volume of cubic meters of LNG received by Operator shall be measured in metric units by gauging of the liquid in the tanks of Buyer's LNG tanker(s). Buyer shall cause the first gauging to be made after the Captain of Buyer's LNG tanker has given his notice of readiness to unload and before starting the pumps. A second gauging shall take place immediately after completion of unloading. Representatives of Buyer and Operator shall have the right to be present at such gaugings but the absence of a representative shall not prohibit any gauging.

8. NATURAL GAS QUALITY (Continued)

(i) (iii) Buyer shall send or cause to be sent to Operator a certified copy of the gauging standards, in metric units approved by the United States Bureau of Standards in Washington, D.C., as well as correction charts (list, trim, contractions, etc.), for each tank of each of Buyer's LNG tankers. Such standards and charts shall be used throughout the term of the Service Agreement, except in the case of physical change in the tanks, in which case new standards and charts shall be sent to Operator. LNG measuring devices shall be approved by both Operator and Buyer. Each tank shall be equipped with two level-measuring devices of different types.

(iv) The density of the LNG shall be calculated using the revised Klosek and McKinley method.

(v) The temperature of the LNG contained in the tanks of any Buyer's LNG tankers shall be determined by using the arithmetic average of the temperature indicated by special thermo-couples or resistance thermometers spaced at various locations from top to bottom of each tank with an accuracy or plus or minus two-tenths of a degree centigrade. Such temperatures shall be either logged or printed.

(vi) Samples of the LNG shall be taken or caused to be taken by Buyer with a frequency adequate to assure a representative analysis of the LNG being unloaded, at a suitable point. The sampling device shall be such as to permit the total and continuous vaporization of a quantity of LNG sufficient for the taking of a gaseous sample representative for the LNG then being uploaded. Such samples shall be analyzed by Buyer by means of a suitable gas chromatograph. An analysis or the average of such analyses shall determine the molecular composition of the LNG. A calibration of the chromatograph used shall be performed before the analysis of the samples taken from each unloading. Representatives of Operator and Buyer shall have the right to be present at such calibrations, but the absence of a representative shall not prohibit any calibration. Such calibration shall be effected with the aid of a gaseous mixture having a known composition closely similar to the vaporized LNG being measured.

(vii) The Gross Heating Value ("GHV") of LNG shall be calculated on the basis of its molecular weights and the Thermies per kilogram of each of its components. The values of physical constants to be used for such calculations shall conform to those contained in the most current publications of the National Bureau of Standards of the United States, or a successor agency.

(viii) The quantity of dth unloaded from Buyer's LNG tanker(s) shall be calculated on the basis of the following formula:

$$Q = \frac{V \times M \times Pc}{252}$$

where:

Q = the number of dth unloaded
V = the volume of LNG unloaded, in m3, as determined in accordance with Section 8(i)(ii) of the GT&C.
M = the density of the LNG in kg/m3 calculated in accordance with Section 8(i)(iv) of the GT&C.
Pc = the GHV of LNG per unit of mass, in Thermies/kg calculated in accordance with Section 8(i)(vii) of the GT&C.

8. NATURAL GAS QUALITY (Continued)

(i) (ix) Gauging equipment:

(1) Buyer shall cause to be supplied, operated, and maintained equipment for accurately gauging the level of liquid and liquid temperature in the tanks of Buyer's LNG tanker(s).

(2) All measurements and calculations relating to gauging and determination of the density of the LNG and the testing of the quality and composition of the LNG shall be performed by Buyer. Representatives of Operator shall have the right to be present, but the absence of a representative shall not prohibit any measurement, calculations, or testing.

(3) Both parties shall have the right to inspect at all times and be present at the calibration of the measuring and testing equipment upon reasonable notice. All testing data, charts, calculations or any other similar information shall be made available to the parties and preserved for a period of not less than three years.

(x) Verification of accuracy:

(1) The accuracy of the instruments used shall be verified at the request of Operator. Such verifications shall be made in the presence of the Party requesting verification, in accordance with methods recommended by the manufacturers of the measuring instruments.

(2) If, at any time of verification, a measuring instrument is found to produce errors of one percent or less of unloaded LNG, then such instrument's previous measurements shall be considered accurate for purposes of delivery calculations. Such instrument shall be adjusted as necessary. If, at any time of verification, a measuring instrument is found to produce errors of more than one percent, then such instrument's previous measurements shall be brought to a zero difference by comparison with calibration results, and for any period known definitely or agreed to have been affected by the error, the calculation of unloading during this period shall be corrected accordingly. If the period that the error affected is not definitely known or agreed upon, correction shall be made for those quantities unloaded during the last half of the period since the date of the last calibration of the instrument.

(xi) The installation and operation of devices for measuring the level of LNG and temperature in the tanks of Buyer's LNG tanker(s), as well as chromatographs, shall be carried out to the manufacturer's specifications.

8. NATURAL GAS QUALITY (Continued)

(i) (xii) All instruments and gauges used for computing the LNG unloaded shall be calibrated in the following manner:

(1) in cubic meters (m3);

(2) in degrees centigrade(C); and

(3) on a dual scale calibrated in bars or millibars on one side and psig on the other.

(j) Natural Gas Interchangeability Indices

These indices were adopted as part of a Stipulation and Agreement between Operator, Washington Gas Light Company, and the LTD-1 Shippers (BP Energy Company, Shell NA LNG, Inc., and El Paso Merchant Energy, L.P.) that was approved by Commission order of February 27, 2003. The interchangeability indices only apply to vaporized LNG in its gaseous state that will be re-delivered as Natural Gas by Operator to Washington Gas Light Company's delivery points on the Cove Point pipeline.

(i) Calculation of interchangeability will occur at the interconnection of the Cove Point LNG Plant and the Cove Point Pipeline.

(ii) Natural Gas delivered from the Cove Point LNG Plant into the Cove Point pipeline shall be considered to be interchangeable with domestic Natural Gas if on average during a day the gas delivered from the Cove Point LNG Plant into the Cove Point pipeline meets the following criteria:

Weaver Lifting Index Limit	Greater than or equal to 1.000
Weaver Yellow Tipping Index Limit	Less than or equal to 0.119
Weaver Incomplete Combustion Index Limit	Less than or equal to 0.030

Notwithstanding the foregoing, such interchangeability indices shall not apply if no vaporization is occurring at the Cove Point LNG Plant and the only deliveries that are being made from the Cove Point LNG Plant into the Cove Point Pipeline is Boil-Off.

Composition will be monitored hourly. Operator agrees to respond to remedy deviations from these standards within three hours.

(iii) The adjustment gas used for the derivation of the above indices is composed as follows:

	Mole %
Methane	95.20
Ethane	2.81
Propane	0.44
Iso Butane	0.07
Normal Butane	0.08
Iso Pentane	0.06
Normal Pentane	0.05
Nitrogen	0.53
Carbon Dioxide	0.76
HHV (BTU/scf)	1036
Specific Gravity	0.5866

(iv) The index values for a specific LNG will be calculated using the equations in Section 8(j)(v).

8. NATURAL GAS QUALITY (Continued)

(j) (v) Calculation of Interchangeability Indexes

a. The following table, titled Table of Interchangeability Calculation Constants, lists the gas components and associated constants considered in the following interchangeability calculations.

TABLE OF INTERCHANGEABILITY CALCULATION CONSTANTS

Entry i	Component x	Chemical Symbol for x	Molecular Weight MW(i)	Ideal, Gross Heating Value at 14.696 psia in Btu/CF HHV(i)	Flame Speed Constant FS(i)	Stoichio-metric Constant ST(i)	Number of Hydrogen Atoms H(i)	Number of Carbon Atoms in Each Hydrocarbon C(i)
1	Methane	CH4	16.0430	1010.0	148	2.0	4	1
2	Ethane	C2H6	30.0700	1769.7	301	3.5	6	2
3	Propane	C3H8	44.0970	2516.2	398	5.0	8	3
4	iso-Butane	iC4H10	58.1230	3251.9	513	6.5	10	4
5	n-Butane	nC4H10	58.1230	3262.4	513	6.5	10	4
6	iso-Pentane	iC5H12	72.1500	4000.9	630	8.0	12	5
7	n-Pentane	nC5H12	72.1500	4008.7	630	8.0	12	5
8	Nitrogen	N2	28.0134	0.0	0	0.0	0	0
9	Oxygen	O2	31.9988	0.0	0	(1.0)	0	0
10	Carbon Dioxide	CO2	44.0100	0.0	0	0.0	0	0

1. The listed constants are for use in the following interchangeability calculations only. The listed constants are not referenced in any other section of the tariff.
2. The chemical composition of gas will be determined using accepted industry standards and procedures for chromatographic analyses.
3. Only the listed components are considered in the following interchangeability calculations. Any hydrocarbon compounds other than those listed shall be assumed to be Pentane and allocated equally between i-Pentane and n-Pentane.
4. Chemical composition will be expressed in mole fractions of each component, x(i). The sum of the mole fractions of all listed components will be one.

GENERAL TERMS AND CONDITIONS
(Continued)

8. NATURAL GAS QUALITY (Continued)

(j) (v) Calculation of Interchangeability Indexes

b. Compressibility Used in the Following Interchangeability Calculations

The following table, titled Interchangeability Compressibility Calculation Coefficients, B(j,k), lists the coefficients used in the calculation of compressibility for the following interchangeability calculations.

INTERCHANGEABILITY COMPRESSIBILITY CALCULATION COEFFICIENTS, B(j,k)

		k th Entry ---									
		1	2	3	4	5	6	7	8	9	10
j th Entry	Symbol	CH4	C2H6	C3H8	iC4H10	nC4H10	iC5H12	nC5H12	N2	O2	CO2
1	CH4	(0.135)	(0.281)	(0.425)	(0.457)	(0.560)	(0.632)	(0.675)	(0.060)	(0.052)	(0.181)
2	C2H6	(0.281)	(0.569)	(0.833)	(1.005)	(1.106)	(1.293)	(1.379)	(0.152)	(0.124)	(0.385)
3	C3H8	(0.425)	(0.833)	(1.183)	(1.522)	(1.666)	(1.953)	(2.068)	(0.237)	(0.201)	(0.618)
4	iC4H10	(0.457)	(1.005)	(1.522)	(2.097)	(1.982)	(2.556)	(2.614)	(0.213)	(0.270)	(0.819)
5	nC4H10	(0.560)	(1.106)	(1.666)	(1.982)	(2.289)	(2.671)	(2.915)	(0.250)	(0.293)	(0.862)
6	iC5H12	(0.632)	(1.293)	(1.953)	(2.556)	(2.671)	(3.375)	(3.504)	(0.326)	(0.391)	(1.063)
7	nC5H12	(0.675)	(1.379)	(2.068)	(2.614)	(2.915)	(3.504)	(3.978)	(0.280)	(0.474)	(1.091)
8	N2	(0.060)	(0.152)	(0.237)	(0.213)	(0.250)	(0.326)	(0.280)	(0.019)	(0.037)	(0.144)
9	O2	(0.052)	(0.124)	(0.201)	(0.270)	(0.293)	(0.391)	(0.474)	(0.037)	(0.053)	(0.118)
10	CO2	(0.181)	(0.385)	(0.618)	(0.819)	(0.862)	(1.063)	(1.091)	(0.144)	(0.118)	(0.388)

1. The listed constants are for use in the following interchangeability compressibility calculations only. The listed constants are not referenced in any other section of the tariff.

2. Compressibility Used in the Following Interchangeability Calculations, (Z)

B = (SUM Over j) (SUM Over k) [x(j) * x(k) * B(j,k)]

Z = 1 + ((B/1000) * 14.73)

8. NATURAL GAS QUALITY (Continued)

(j) (v) c. Gas Heating Value, HV

HV = SUM [(HHV(i) * (14.73/14.696) * x(i))] / Z

d. Gas Molecular Weight, MW

MW = SUM [MW(i) * x(i)]

e. Gas Specific Gravity, D

D = (MW * 0.99949) / (Z * 28.9625)

f. Air Theoretically Required for Complete Combustion, A

A = SUM [ST(i) * x(i)] / 0.2095

g. Primary Air Factor, f

f = 1000 * SQRT (D) / HV

h. Air Theoretically Required for Complete Combustion per 100 Btu, a

a = A * 100 / HV

i. Ratio of the Number of Hydrogen Atoms in All Forms to the Number of Carbon Atoms in Hydrocarbons, R

R = SUM [H(i) * x(i)] / SUM [(C(i) * x(i)]

j. Primary Aeration Index, JA

JA = [{ A(s) / A } * SQRT { D / D(s) }]

No Subscript = adjustment gas
s = substitute gas

k. Mole Fraction of Oxygen in the Gas, Q

Q = x(i) for i = 9

l. Number of Carbon Atoms Easily Liberated by Combustion of 100 Molecules of Gas, N

N = SUM [(C(i) - 1) * x(i)] * 100 for i = 2 to 7

m. Weaver Flame Speed Factor, S

S = SUM [(x(i) * FS(i))] / (A + (5 * VI) - (18.8 * Q) + 1)

where: x(i) = Volumetric Fraction of Combustible Constituent of Fuel Gas, for i = 1 to 7

FS(i) = Weaver Flame Speed Constant, for i = 1 to 7

n. Volumetric Fraction of Inert Gases (Nitrogen and Carbon Dioxide), VI

VI = SUM [x(i)] for i = 8 and 10

8. NATURAL GAS QUALITY (Continued)

(j) (v) l. Interchangeability Indexes

No Subscript = adjustment gas
s = substitute gas

1. Weaver Lifting Index, JL

JL = JA * (S(s) / S) * (100 - Q(s)) / (100 - Q)

2. Weaver Yellow Tipping Index, JY

JY = JA - 1 + (N(s) - N) / (110)

3. Weaver Incomplete Combustion Index, Ji

Ji = JA - (0.366 * (R(s) / R)) - 0.634

(vi) Operator shall not deliver Natural Gas into the Cove Point Pipeline from the Cove Point Plant for redelivery to Washington Gas Light Company's delivery points on the Cove Point Pipeline that does not meet the interchangeability indices set forth in Section 8(j)(ii) above; provided, however, that such restriction may be waived if Washington Gas Light Company agrees to accept such Natural Gas.

Reserved for future use.

GENERAL TERMS AND CONDITIONS
(Continued)

9. OPERATING PRESSURE

(a) Operator shall deliver Natural Gas at each Delivery Point to or for the account of Buyer at the pressure which shall be available from time to time in Operator's pipeline after required measurement, flow control, or regulation; provided, that Operator, by agreement with Buyer, may establish a minimum or maximum pressure.

(b) Buyer shall deliver Natural Gas or cause gas to be delivered to Operator at each Receipt Point at a pressure sufficient to allow Operator to operate its liquefaction equipment and to maintain transportation services to its customers. Operator shall not be required to compress into its pipeline Natural Gas transported under any Rate Schedule or otherwise change its normal pipeline or Cove Point Terminal operations.

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS

(a) Availability.

(1) This Section 10 is available to all holders of firm capacity rights for service from Operator ("Releasing Customers"), authorized by Part 284 of the Commission's regulations, including storage or peaking quantities.

(2) Releases under Rate Schedules FPS-1, FPS-2, FPS-3, and LTD-1 with Elected FTS Service will not include an automatic release under the associated FTS contract. Instead, the capacity under Rate Schedule FTS must be released separately. Therefore, a Replacement Customer's contract under Rate Schedule FPS-1, FPS-2, FPS-3 or LTD-1 will not contain an Elected FTS Service option.

(3) Customer's may release capacity under this section only to the extent that the Releasing Customer pays separate reservation and commodity charges for such entitlements, as applicable.

(4) Eligible Bidders.

(i) Any party desiring to submit a bid under this Section must first pre-qualify by demonstrating that it meets the creditworthiness standards of Section 3 and Section 6 of the General Terms and Conditions of Operator's Tariff. Upon a Releasing Customer's request, Operator will waive this pre-qualification requirement on a non-discriminatory basis. Depending on whether the Releasing Customer waives the requirement, the following conditions apply:

a. In the event that the requirement for pre-qualification applies, the Replacement Customer must satisfy the creditworthiness provisions, including the posting of collateral, prior to the awarding of the bid. All collateral posted must include the necessary instructions for Operator to effectuate the release of the collateral, as provided in Section 10(c)(7), below. For cash forms of collateral, bidders must provide all information necessary for Operator to return cash collateral by wire transfer. For non-cash forms of collateral, bidders must provide all information necessary for Operator to return relevant documents via overnight delivery.

b. In the event the Releasing Customer waives the pre-qualification requirement for a Replacement Customer that does not meet the creditworthiness standards of Section 3 and Section 6 of the General Terms and Conditions, the Releasing Customer may either:

* require the Replacement Customer to satisfy the creditworthiness provisions, including posting of collateral, prior to service being provided to the Replacement Customer, or
* prior to the commencement of service to the Replacement Customer, assume liability for the commodity charges or post a bond or other form of credit assurance for the commodity charges with respect to the capacity being released by Releasing Customer either for the entire duration of the release or until such time as the Replacement Customer satisfies the collateral requirements.

(ii) Not withstanding the creditworthiness provisions of Section 6(e), in no event shall

Operator require collateral to be posted based on a period corresponding to a time period longer than the duration of the release.

(iii) An agent may be used to bid for capacity; however, potential bidders who desire to act as agent must disclose the identity of the principals on whose behalf they will participate under this Section, and provide proof of their authority to act on behalf of their principal(s).

(iv) Upon satisfying the conditions above, potential bidders must enter into a Service Agreement in the form of Service Agreement applicable to capacity release as contained in this Tariff.

(v) Upon pre-qualification and execution of a Bid for Capacity Release agreement, the bidder will be on Operator's approved bidder list, and will be eligible to post bids on Operator's EBB. A bidder will remain on Operator's approved bidder list until such bidder: (1) notifies Operator to the contrary, (2) in Operator's sole judgment no longer meets the credit qualifications of Section 3 and Section 6, above, or (3) is suspended for failure to pay part or all of the amount of any bill for service from Operator. Bids will legally bind the bidder to the terms of the bid if Operator chooses such bid as the "best bid," as provided in Section 10(c), below.

(vi) Operator's affiliates may bid for capacity on equal terms with all other Customers.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(a) Availability. (Continued)

(5) No bidder will have any specific right to capacity on Operator's system until Operator has executed the Bid agreement, as set forth in Section 10.(d), below.

(6) In Operator's sole discretion, subject to reasonable concerns of creditworthiness or other qualification, existing Part 284 service customers of Operator, as of the date of Operator's implementation of Order No. 636, may qualify to submit bids under this section, upon execution of a form of Service Agreement applicable to Capacity Release in the form contained in this Tariff.

(b) Bidding Procedure.

(1) Releasing Customer will post complete release information on Operator's EBB. For timely releases, Releasing Customer may "prebuild" an offer and delay its actual posting.

(2) If all information provided by parties to the transaction is valid and Replacement Customer has met the requirements described in Section 10.(a).(4).(i) before its bid is tendered, and Releasing Customer has not elected an alternate bid evaluation method under Section 10.(c).(2).(iii), below, then the following timeline will apply to a transaction under this Section 10.

(i) For biddable releases of a term less than one year:

a. Offers must be tendered by 12 p.m. CCT up through the business day gas is flowing;
b. The open season ends at 1 p.m. CCT up through the business day gas is flowing;
c. During the evaluation period from 1 p.m. CCT until 2 p.m. CCT, Operator must determine the best bid or bids, break any ties, and communicate the match or award to each matching or winning bidder, and the Releasing Customer and/or the potential Replacement Customer must eliminate any Contingencies. For the award, Operator shall tender a contract and a contract number no later than 3 p.m. CCT.
d. Any potential Replacement Customer that is required to match a competing bid must communicate its response to Operator by 2:30 p.m. CCT.
e. Operator posts all awards no later than 3 p.m. CCT.
f. By 4 p.m. CCT, Operator must tender a contract and contract number. The Replacement Customer may begin nominating service at the next available nomination cycle for the effective date of the contract.

(ii) For releases of a term greater than or equal to one year the same timeline described in Section 10.(b).(2).(i) shall apply, except that offers must be tendered by 12:00 p.m. (noon) CCT at least four Business Days before the award is made for timely, late or Intra-day nominations.

(iii) For any prearranged deals not subject to bid, Releasing Customer must post the deal with effective date and time, and Replacement Customer must post its bid, prior to the start of the chosen nomination cycle deadline for the offer begin date. Upon Replacement Customer's posting of the bid, Operator will tender a contract and contract number in a manner that will allow the Replacement Customer to submit a nomination by the chosen nomination cycle deadline.

(3) The provisions of the posted notice of a release, including all criteria to be considered in the evaluation of competing offers, and any applicable recall provisions, must be objective, nondiscriminatory, and applicable to all bidders.

(i) Such conditions may include contract quantity, duration and price; however, the Releasing Customer is not required to specify a minimum acceptable quantity, duration or price.

(ii) Releasing Customer cannot tie bidders to other compensation, which is not related to the release transaction, unless otherwise provided by the Commission's regulations.

(iii) Such conditions may not conflict with the Operator's Tariff or the Commission's regulations, but may add provisions that are specific to the release transaction.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(b) Bidding Procedure. (Continued)

(4) Withdrawal of Offers or Bids. Releasing Customer may withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. Offers are binding until written or electronic notice of withdrawal is received by Operator. Bids are binding until written or electronic notice of withdrawal is received by Operator; provided, however, that bids cannot be withdrawn after the bid period ends. After such a withdrawal, the bidder may not subsequently submit a lower bid for the same posted offer of released capacity.

(5) Exemptions from Bidding Procedure.

(i) Prearranged Deals. If a potential Replacement Customer, identified by Releasing Customer prior to posting under this Section 10 ("Designated Replacement Customer"), agrees to pay the maximum tariff rate for a term greater than one year and agrees to meet all other terms and conditions proposed by the Releasing Customer, the release is not subject to bidding, but will be posted in accordance with Section 10.(c).(5), below.

(ii) Asset Management Agreements. Releases to an asset manager as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(3) (2008) are not subject to bidding, but will be posted in accordance with Section 10.(c).(5), below.

(iii) State Mandated Retail Unbundling Programs. Releases to marketers participating in state-regulated retail access programs as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(4) (2008) are not subject to bidding, but will be posted in accordance with Section 10.(c).(5), below.

(iv) Releases For 31 Days or Less. Releases of 31 days or less are not required to be posted for bidding. The Releasing Customer may not re-release all or part of the subject capacity to the same Replacement Customer until 28 days after the first release has ended, unless (a) the Releasing Customer posts the re-release for bidding or (b) the re-release is otherwise exempt pursuant to this Section 10.(b).(5).

(6) The Releasing Customer's posted notice of release will include:

(i) Identification of Releasing Customer, including a contact person for communications regarding the posted notice.

(ii) Identification of Releasing Customer's service agreement with Operator (Operator's Service Agreement number).

(iii) The date and time of posting, and the date and time by which all bidders must have submitted their bids to Operator's EBB. A Releasing Customer may not specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

(iv) The quantity to be released expressed as a numeric quantity, including any minimum or maximum acceptable packages, or whether bids for less than the full quantity released are acceptable. The basis for released quantity should be per date and time for transportation, peaking and imports, and a per-release quantity for storage or peaking quantity and total release period quantity.

(v) The daily contract entitlement for partial-day releases shall be allocated to the Releasing Customer and Replacement Customer pro rata, based on the effective time of the capacity release. This allocated daily contract entitlement shall be used for purposes of nominations, billing and, if applicable, for overrun calculations.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(b).(6) Bidding Procedure.(Continued)

(vi) Location of capacity to be released (Points of Receipt and Delivery, and any Primary Point entitlements associated with such points), and an express description of any rights that Replacement Customer is to have for changing Primary points. Unless such rights are specified in the posted notice, Replacement Customer may not change primary points.

(vii) For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Customer should include the tariff reservation rate and all applicable surcharges, as a total number or as stated separately. The maximum applicable reservation charge, including any minimum acceptable price (as a nominal value or percentage of the applicable maximum rate), whether expressed on a monthly or volumetric basis, which is Operator's currently-effective maximum rate for service applicable to Releasing Customer, plus all applicable surcharges and transition costs, excluding any marketing fees. This maximum rate applies notwithstanding any discounts granted under the Service Agreement between Releasing Customer and Operator. The posted notice must specify whether the Releasing Customer will consider bids on a volumetric basis; if so, the maximum applicable reservation rate shall be the 100% load factor derivative of applicable reservation charges, as set forth on Sheet Nos. 5, 6, and 7 of Operator's Tariff. The commodity portion of the rate will not be taken into consideration when determining the "best bid." Unless Operator and Replacement Customer subsequently negotiate different commodity rate components as permitted by the applicable Rate Schedule, Replacement Customer shall pay the commodity rates otherwise applicable to Releasing Customer. Where Releasing Customer is subject to a Negotiated Rate, the Recourse Rate shall be used for purposes of bidding under this Section 10.

(viii) Duration of the release, and any minimum acceptable term, including the specific starting dates and times and ending dates. Releases may commence at any time of the month.

(ix) Whether the release is to be permanent or temporary. Permanent releases are subject to pregranted abandonment, as provided under 18 C.F.R. Section 284.221.

(x) Criteria for evaluating bids, and for breaking ties among equivalent bids. If no criteria are specified, Operators default standards shall apply, as described in Section 10.(c)., below.

(xi) Whether the release is firm and not subject to recall, or subject to full day or partial-day recall on an objective, not unduly discriminatory basis (by Releasing Customer), and conditions under which any recall right would be exercised, and any applicable reput rights.

(xii) Whether the Releasing Customer has identified a Designated Replacement Customer.

(xiii) Whether the Releasing Customer will entertain contingent bids, and if so, (a) the time period during which each contingent bidder must clear its contingency, and (b) whether, and for what time period, the next-highest bidder will be utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder who submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a "winning bid," then Operator must contract with such Designated Replacement Customer.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(b).(6) Bidding Procedure.(Continued)

(vi) Location of capacity to be released (Points of Receipt and Delivery, and any Primary Point entitlements associated with such points), and an express description of any rights that Replacement Customer is to have for changing Primary points. Unless such rights are specified in the posted notice, Replacement Customer may not change primary points.

(vii) For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Customer should include the tariff reservation rate and all applicable surcharges, as a total number or as stated separately. The maximum applicable reservation charge, including any minimum acceptable price (as a nominal value or percentage of the applicable maximum rate), whether expressed on a monthly or volumetric basis, which is Operator's currently-effective maximum rate for service applicable to Releasing Customer, plus all applicable surcharges and transition costs, excluding any marketing fees. This maximum rate applies notwithstanding any discounts granted under the Service Agreement between Releasing Customer and Operator. The posted notice must specify whether the Releasing Customer will consider bids on a volumetric basis; if so, the maximum applicable reservation rate shall be the 100% load factor derivative of applicable reservation charges, as set forth on Sheet Nos. 5, 6, and 7 of Operator's Tariff. The commodity portion of the rate will not be taken into consideration when determining the "best bid." Unless Operator and Replacement Customer subsequently negotiate different commodity rate components as permitted by the applicable Rate Schedule, Replacement Customer shall pay the commodity rates otherwise applicable to Releasing Customer. Where Releasing Customer is subject to a Negotiated Rate, the Recourse Rate shall be used for purposes of bidding under this Section 10.

a. Releases with an effective date on or after July 30, 2008 may exceed the maximum tariff rate for the applicable service provided that the releases is for one year or less and the release takes effect on or before one year from the date on which the Operator is notified of the release.

(viii) Duration of the release, and any minimum acceptable term, including the specific starting dates and times and ending dates. Releases may commence at any time of the month.

(ix) Whether the release is to be permanent or temporary. Permanent releases are subject to pregranted abandonment, as provided under 18 C.F.R. Section 284.221.

(x) Criteria for evaluating bids, and for breaking ties among equivalent bids. If no criteria are specified, Operators default standards shall apply, as described in Section 10.(c), below.

(xi) Whether the release is firm and not subject to recall, or subject to full day or partial-day recall on an objective, not unduly discriminatory basis (by Releasing Customer), and conditions under which any recall right would be exercised, and any applicable reput rights.

(xii) Whether the Releasing Customer has identified a Designated Replacement Customer.

(xiii) Whether the Releasing Customer will entertain contingent bids, and if so, (a) the time period during which each contingent bidder must clear its contingency, and (b) whether, and for what time period, the next-highest bidder will be utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder who submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a "winning bid," then Operator must contract with such Designated Replacement Customer.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(b).(6) Bidding Procedure. (Continued)

(xiv) Whether bids for the released firm capacity are to be on the basis of a two-part or a one-part volumetric rate. All Assignees, whether bidding for firm capacity on the basis of a reservation charge or a volumetric rate, shall be responsible, in addition to its bid reservation charge or volumetric rate, for all commodity charges, commodity surcharges and any penalty or imbalance costs incurred by the Assignee.

(xv) Whether the release is subject to an indemnification provision pursuant to which the initial Assignee indemnifies Releasor against any claims by successive Assignees relating to refunds (where Releasor has provided correctly calculated refunds to the initial Assignee), and all terms of any such indemnification provision.

(xvi) Whether the Replacement Customer is an asset manager as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(3) (2008) and whether the offer is to be exempt from bidding pursuant to Section 10.(b).(5).(ii), above. If the offer is to be exempt from bidding, the Releasing Customer must disclose the asset manager's obligation to deliver gas to, or purchase from, the releasing shipper.

(xvii) Whether the Replacement Customer is a marketer participating in a state-regulated retail access program as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(4) (2008) and whether the offer is to be exempt from bidding pursuant to Section 10.(b).(5).(iii), above.

(xviii) Any other conditions applicable to the release.

a. For releases with a term greater than one year, if the release includes the aggregation of capacity on other pipelines in addition to Operator, the maximum rate to be charged for such aggregated capacity (by all parties) to Replacement Customer may not exceed the sum of the maximum tariff rates applicable to each affected pipeline's service. Releasing Customer is responsible for posting such aggregate releases on the bulletin board of each pipeline upon which capacity is released.

b. With the consent of the affected Releasing Customers, Operator may combine releases posted by several Releasing Customers into one replacement contract to improve marketability.

(7) Within the posted bid period, a bidder seeking capacity at terms that meet or exceed the minimum terms of the release must post its complete bid on Operator's EBB.

(i) Such bids must be in the most current form of Bid Agreement, as posted on Operator's EBB, which when executed by Operator will constitute a binding contract.

(ii) The name of the bidder will not be revealed on Operator's EBB unless the bidder submits a winning bid.

(c) Evaluating Bids.

(1) Operator shall determine the "best bid," in accordance with the nondiscriminatory criteria posted by Releasing Customer in the Release Notice; provided, however, that Operator shall reject any bid which does not match any single minimum specification of the posted notice. If there are multiple bids meeting minimum conditions, Operator will award the bids, best bid first, until all offered capacity is awarded.

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(c) Evaluating Bids. (Continued)

(2) Evaluation Criteria. In its posted notice, Releasing Customer must specify one of the following bid evaluation mechanisms:

(i) NPV Method. The net present value of the bid quantity, multiplied by the bid price, discounted over the bid term by the effective Commission interest rate.

(ii) Net Revenue Method. The value of the bid quantity, multiplied by the bid price.

(iii) An alternate objective method chosen by Releasing Customer, and specified in the posted notice. Such method must be objectively stated, applicable to all bidders, and not unduly discriminatory. Such method must be stated with sufficient specificity to enable Operator to reasonably determine and apply the method or formula to be used, in order to rank all bids received, utilizing the elements contained in the Bid Agreement. Such alternate method shall not be subject to the timeline specified in Section 10.(b).(2), above; Operator and Releasing Customer shall determine a mutually-agreeable timeline, appropriate under the circumstances, prior to posting the notice of such offer. The applicable timeline must be included in the posted notice.

(iv) If Releasing Customer does not designate an evaluation standard in the posted notice of the release, the best bid shall be determined as follows: the bidder submitting the highest bid rate, within the minimum and maximum rates, if applicable, and in accordance with Section 10.(b).(6).(vii), above, shall win.

(3) Tie-Breaking Method. If more than one bidder wins under the applicable evaluation criteria, the capacity must be released in accordance with the tie-breaking method specified in Releasing Customer's posted notice. If Releasing Customer does not designate a tie-breaking method, then the capacity will be allocated as follows: first to the winning bidder who submits a non-contingent bid, as opposed to bids on a contingent basis. If more than one winning bid is non-contingent, then to the bidder that is currently utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder who submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a "winning bid," then Operator must contract with such Designated Replacement Customer.

(4) Matching Period. In the event that Releasing Customer has a Designated Replacement Customer who does not submit a winning bid, then Operator must give such Designated Replacement Customer an opportunity to match the terms and conditions of the winning bid, as provided in the posted notice under Section 10.(b).(6).(xi).

(5) Operator shall post the winning Bid Agreement on Operator's EBB, immediately after the bid is awarded, including the name of the winning bidder.

(6) A posted offer of release shall expire without award if Operator is unable to contract with a bidder before the commencement of the term for the offered capacity.

(7) Prior to the next nomination opportunity after the bid is awarded, Operator will release any posted collateral to a non-winning non-creditworthy bidder(s) unless otherwise requested by such bidder(s). For cash forms of collateral, Operator will release such collateral by wire transfer of Federal Funds in accordance with the instructions provided by bidder pursuant to Section 10.(a).(4). For non-cash forms of collateral, Operator will release such collateral by depositing such documentation for delivery by overnight courier in accordance with the instructions provided by bidder pursuant to Section 10.(a).(4).

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(d) Contracting.

(1) Operator must contract directly with the bidders who make the best bids, as determined above. Subject to agreement by the winning bidders to pay at least the maximum applicable usage and fuel charges, Operator must accept the bids and contract to provide the released capacity to the winning bidders, by executing the winning bidders' Bid agreements upon award of the winning bids. Such executed Bid agreement shall become an Exhibit to the Bid for Capacity Release agreement between each winning bidder, as Replacement Customer, and Operator. Replacement Customer, like any other Customer, shall be subject to all applicable provisions of Operator's FERC Gas Tariff.

(2) Unless Operator expressly agrees otherwise, Releasing Customer's Service Agreement with Operator shall remain in effect until the normal expiration of the contract term, notwithstanding any capacity release transaction.

(i) Releasing Customer shall remain liable on its contract with Operator, and shall pay all applicable reservation charges, and related surcharges and interest, for released capacity, directly to Operator; provided, however, that Operator and Customer may, in connection with their agreement to a Negotiated Rate, agree upon Releasing Customer payment obligations and procedures and crediting mechanisms in the event of a capacity release that varies from or has term in addition to those set forth herein. The provisions of this Section 10.(d).(ii).(a) do not authorize Operator to negotiate terms and conditions of service. In the case of permanent releases, Operator will not unreasonably refuse to relieve Releasing Customer from liability under its Service Agreement.

(ii) Unless otherwise agreed under Section 10.(e).(3) below, Releasing Customer will receive a contingent credit for reservation charges and associated surcharges actually paid to and received by Operator, attributable to capacity rights released by Releasing Customer.

a. Operator will grant Releasing Customer a contingent credit for the reservation charges and reservation-related surcharges attributable to capacity rights released by such customer. In the event Operator is not paid the applicable reservation charges for the released capacity, Operator shall have the right to reverse such contingent credit and to charge applicable interest to Releasing Customer.

b. Operator will fully credit Releasing Customer for Reservation Charges and reservation-related surcharges paid by the Replacement Customer, even if such revenues exceed the rate contractually payable by Releasing Customer for the released capacity.

c. Reservation Charge credits to Releasing Customer will be reduced by any marketing fees applicable to releases in which Operator actively markets the capacity, as negotiated between Operator and Releasing Customer.

d. In the event of partial payments by Replacement Customer, funds will first be used to pay reservation charges and related surcharges, whether owed to Operator or to Releasing Customer.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(d) Contracting (Continued)

(iii) For release transactions: (1)effective prior to July 30, 2008 and those (2) effective on or after July 30, 2008, with a term greater than one year which provide for a rate between the applicable minimum and maximum rates, refunds will be allocated first to Replacement Customer, to the extent required. To the extent that Operator owes refund amounts attributable to the release transaction in excess of the amounts refunded to Replacement Customer, then Operator will make such refunds to Releasing Customer.

(iv) For release transactions effective on or after July 30, 2008, with a term of one year or less, which are not subject to the maximum rate cap, the rate paid by the Replacement Customers will be deemed a final rate and will not be subject to refund.

(v) Upon thirty (30) days written notice to Releasing Customer and Replacement Customer(s) that Releasing Customer's Service Agreement will be terminated, and provided that Releasing Customer's Service Agreement is subsequently terminated pursuant to such notice, Operator may elect to terminate any Replacement Customer's Capacity Release Agreement if (1) the rate(s) stated in that Replacement Customer's Capacity Release Agreement is less than the rate(s) set forth in the Releasing Customer's Service Agreement and (2) the Replacement Customer has not, prior to the expiration of the notice period, executed an amendment to such Replacement Customer's Capacity Release Agreement, agreeing to pay, beginning the first day after the end of the notice period and for the remainder of the term of the Replacement Customer's Service Agreement provided the Releasing Customer's Service Agreement is terminated, the lesser of (a) the Releasing Customer's contract rate(s), (b) the maximum tariff rate(s) for the service, or (c) the mutually agreed upon rate(s). To the extent the Replacement Customer's capacity is obtained through segmentation of the Releasing Customer's capacity, Operator may elect to terminate a Replacement Customer's Capacity Release Agreement if (1) the rate stated in that Replacement Customer's Capacity Release Agreement is less than the rate(s) for the full capacity path of the Releasing Customer's contracted for service and (2) the Replacement Customer has not, prior to the expiration of the notice period, executed an amendment to such Replacement Customer's Capacity Release Agreement, agreeing to pay, beginning the first day after the end of the notice period and for the remainder of the term of the Replacement Customer's Service Agreement provided the Releasing Customer's Service Agreement is terminated, the lower of (a) the Releasing Customer's contract rate(s) for the full capacity path, (b) the maximum tariff rate(s) applicable to the Releasing Customer's full capacity path, or (c) the mutually agreed upon rate(s). Nothing herein shall require Operator to permit a Replacement Customer under a segmented capacity release to retain its geographic segment of capacity. To the extent two or more Replacement Customers have obtained segmented capacity from Releasing Customer and more than one has agreed to execute a Service Agreement amendment setting forth the requirements described herein, Operator shall allocate the Releasing Customer's Capacity to such Replacement Customers in proportion to the maximum contractual quantities stated in the Capacity Release Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(e) Replacement Customers.

(1) Replacement Customers hold the rights granted by Releasing Customer for service by Operator to nominate quantities of service deliverable at Primary Points identified by Releasing Customer, at the first available nomination opportunity upon consummation of the release transaction for the effective date and time of the contract. Replacement Customers may also use Secondary Points to the extent such points would otherwise be available to Releasing Customer. After a permanent release, Replacement Customer may request primary point changes under the applicable procedures of Operator's FERC Gas Tariff. If a release is not permanent, Replacement Customer may seek to change primary points under its Service Agreement, and thereby permanently alter the applicable Service Agreement of Releasing Customer, only to the extent expressly authorized by Releasing Customer in the posted notice. Requests to change primary points must comply with all applicable procedures of Operator's FERC Gas Tariff. In any event, primary Point changes are subject to the risk that either party will not be able to return to the original Primary point(s). All primary point changes are subject to Operators determination that firm capacity is available.

(2) Replacement Customers may release the capacity entitlements that were obtained under this Section, subject to the terms of the original release; provided, however, that Replacement Customers that obtain capacity on a volumetric basis shall not be entitled to re-release such capacity.

(3) Replacement Customers are subject to all applicable provisions of:

(i) Operator's FERC Gas Tariff,
(ii) The firm Service Agreement between Operator and Releasing Customer, and
(iii) Each and every preceding release of the subject capacity.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(f) Other Provisions.

(1) Any party may post offers to acquire capacity on Operator's EBB for a period not to exceed ten (10) Business Days.

(2) Recall Provisions.

(i) Releasing Customer's rights to recall capacity shall be stated clearly in the posted notice of a release, including recall notification period(s)and Business Day recall notification restriction, if applicable. Purchase of gas by Releasing Customer from Replacement Customer at the city gate shall not be deemed an exercise of a recall provision.

(ii) Releasing Customer may recall capacity only by complying with the provisions set forth below. Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) as set forth below:

a. Timely Recall Notification:

i. The Releasing Customer recalling capacity must provide notice of such recall to Operator and the first Replacement Customer no later than 8:00 a.m. CCT on the day that Timely Nominations are due;

ii. Operator must notify all affected Replacement Customers no later than 9:00 a.m. CCT on the day that Timely Nominations are due;

b. Early Evening Recall Notification:

i. The Releasing Customer recalling capacity must provide notice of such recall to Operator and the first Replacement Customer no later than 3:00 p.m. CCT on the day that Evening Nominations are due;

ii. Operator must notify all affected Replacement Customers no later than 4:00 p.m. CCT on the day that Evening Nominations are due;

c. Evening Recall Notification:

i. The Releasing Customer recalling capacity must provide notice of such recall to Operator and the first Replacement Customer no later than 5:00 p.m. CCT on the day that Evening Nominations are due;

ii. Operator must notify all affected Replacement Customers no later than 6:00 p.m. CCT on the day that Evening Nominations are due;

d. Intraday 1 Recall Notification:

i. The Releasing Customer recalling capacity must provide notice of such recall to Operator and the first Replacement Customer no later than 7:00 a.m. CCT on the day that Intraday 1 Nominations are due;

ii. Operator must notify all affected Replacement Customers no later than 8:00 a.m. CCT on the day that Intraday 1 Nominations are due;

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(f).(2).(ii) Other Provisions. (Continued)

e. Intraday 2 Recall Notification:

i. The Releasing Customer recalling capacity must provide notice of such recall to Operator and the first Replacement Customer no later than 2:30 p.m. CCT on the day that Intraday 2 Nominations are due;

ii. Operator must notify all affected Replacement Customers no later than 3:30 p.m. CCT on the day that Intraday 2 Nominations are due. For recall notification provided to Operator prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m. CCT, Operator will notify all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to Operator after 5:00 p.m. and prior to 7:00 a.m. CCT, Operator will provide notification to all affected Replacement Customers no later than 8:00 a.m. CCT after receipt of such recall notification.

(iii) Releasing Customer may recall the full released volume or a partial volume for the full gas day or a partial gas day. The volume recalled must correspond to the elapsed prorata capacity.

(iv) Further,the daily contract entitlement for partial-day recalls shall be allocated to the Releasing Customer and Replacement Customer pro rata based on the effective time of the recall. This allocated daily contract entitlement shall be used for purposes of nominations, billing and,if applicable, overrun calculations.

(v) Partial day recalls shall not be available for capacity released on a partial day.

(vi) After exercise of a recall, subject to agreement by the Releasing and Replacement Customers in accordance with any provisions of the posted notice, Releasing Customer may reput the recalled Capacity to the original Replacement Customer, upon the same advance notice to Operator that was required for the recall. Recalled capacity may not be reput for the first recalled gas day.

(vii) Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall.

(viii) Any Releasing Customer may recall capacity released under this Section, subject to compliance with the nomination and scheduling provisions of this Tariff, in the event that its Replacement Customer fails to pay all or part of the amount of any bill for service under the applicable Bid Agreement.

(ix) Unless otherwise stated in Releasing Customer's posted notice, Replacement Customer's minimum throughput commitment for a release transaction conducted on a volumetric basis is waived, in the event that Releasing Customer exercises a recall.

GENERAL TERMS AND CONDITIONS
(Continued)

10. RELEASE AND ASSIGNMENT OF SERVICE RIGHTS (Continued)

(f).(2).(ii) Other Provisions. (Continued)

(x) In order to take advantage of the recall provisions set forth above, Releasing Customer must provide the following information:

a. Releasing Contract number;

b. Replacement Contract number;

c. Effective Date and Time of Recall

d. Contract Quantity;

e. Primary Receipt and Delivery Points; and

f. the following certification, signed by an official of Releasing Customer authorized to make nomination and scheduling changes on Operator: "[Releasing Customer name] hereby certifies that the conditions stated in Section 10.(f).(2).(iii) of the General Terms and Conditions of Cove Point's FERC Gas Tariff have been satisfied, to permit the above-requested recall."

(3) Transfer of LNG Inventory.

(i) If an assignment of capacity is made under Rate Schedule LTD-1, FPS-1, FPS-2 or FPS-3, the Releasor shall, contemporaneously with the assignment of capacity, transfer to the Assignee any LNG then being held in storage for the account of the Releasor or, if only a portion of the Releasor's capacity is assigned, Releasor shall assign to the Assignee a proportionate portion of its LNG inventory in excess of its retained storage capacity. All assignments of LNG shall be pursuant to Section 11 (Inventory Transfers) of the General Terms and Conditions.

(ii) In the event of an assignment of capacity under Rate Schedule LTD-1, FPS-1, FPS-2 or FPS-3 requiring the transfer of LNG inventory to the Assignee, the requirement of such a transfer shall be included in the EBB posting and Releasor may designate a minimum price for the inventory to be transferred.

(4) Operator will be indemnified and held harmless by Releasing Customer and Replacement Customers for all activities under this Section, except for costs arising solely as direct result of Operator's negligence or intentional malfeasance.

GENERAL TERMS AND CONDITIONS
(Continued)

11. LNG INVENTORY TRANSFERS AMONG BUYERS

(a) Transfers. Upon receiving the approval of Operator, a Buyer may transfer LNG inventory under its Rate Schedule LTD-1, LTD-2, FPS-1, FPS-2 or FPS-3 to a different Buyer's account under Operator's Rate Schedule LTD-1, LTD-2, FPS-1, FPS-2 or FPS-3, if such other Buyer agrees in writing to the transfer.

(b) Requests to Transfer. Operator will, upon a Buyer's request, post an announcement of Buyer's desire to transfer inventory, but Buyer shall remain responsible for making all arrangements affecting the proposed transfer. To request an inventory transfer, the Transferor and Transferee Buyers shall send a completed Inventory Transfer Form (in the form included under Miscellaneous Forms in this Tariff) via fax, mail, e-mail or EBB to Operator. Transfers shall be irrevocable once requested, and, if approved, effective immediately upon Operator's notice of acceptance. Retroactive transfers shall not be permitted.

(c) Processing of Requests. Within two Business Days of Operator's receipt of a completed and executed Inventory Transfer Form, Operator shall notify the Buyers listed on that completed and executed Inventory Transfer Form of Operator's acceptance or rejection pursuant to Section 11(d) below of the proposed transfer. Operator shall make reasonable efforts to process any transfer request in less than two Business Days where circumstances permit. Operator will respond to "fast track" requests received by 9 a.m. CCT on a Business Day by no later than 9 a.m. CCT on the following Business Day. The following categories will be considered as "fast track" requests:
(i) transfers between accounts under identical Rate Schedules;
(ii) transfers between accounts under different Rate Schedules requested during Operator's Injection Season; and
(iii) all transfers for quantities of 10,000 dth or less (with that limit applicable to each account each Business Day).

(d) Rejection by Operator. Operator may reject any proposed transfer under this Section 11 if it determines that such transfer cannot be accommodated:
(i) without diminishing Operator's ability to provide firm service to any Buyer;
(ii) without increasing Operator's firm service obligations;
(iii) because the LNG sought to be transferred is not available in Buyer's account;
(iv) because of an imbalance status of the transferor's and transferee's accounts, as reflected in Operator's records; or
(v) because the requested transfer is retroactive.

(e) Inventory transfers remain subject to all applicable tariff limitations (including limits on FPS injection, storage and withdrawal rights) and applicable Commission policies (including the "shipper must have title" rule).

GENERAL TERMS AND CONDITIONS
(Continued)

11. LNG INVENTORY TRANSFERS AMONG BUYERS

For purposes of this Section, the term Buyer shall be defined to include buyer(s) pursuant to Section 30 of the GT&C.

(a) Transfers. Upon receiving the approval of Operator, a Buyer may transfer LNG inventory under its Rate Schedule LTD-1, LTD-2, FPS-1, FPS-2, FPS-3 or Section 3 Firm Services to a different Buyer's account under Operator's Rate Schedule LTD-1, LTD-2, FPS-1, FPS-2, FPS-3 or Section 3 Firm Services if such other Buyer agrees in writing to the transfer.

(b) Requests to Transfer. Operator will, upon a Buyer's request, post an announcement of Buyer's desire to transfer inventory, but Buyer shall remain responsible for making all arrangements affecting the proposed transfer. To request an inventory transfer, the Transferor and Transferee Buyers shall send a completed Inventory Transfer Form (in the form included under Miscellaneous Forms in this Tariff) via fax, mail, e-mail or EBB to Operator. Transfers shall be irrevocable once requested, and, if approved, effective immediately upon Operator's notice of acceptance. Retroactive transfers shall not be permitted.

(c) Processing of Requests. Transfers between Rate Schedule LTD-1 and Section 3 Firm Services will occur at the next available nomination cycle. For all other Buyers, within two Business Days of Operator's receipt of a completed and executed Inventory Transfer Form, Operator shall notify the Buyers listed on that completed and executed Inventory Transfer Form of Operator's acceptance or rejection pursuant to Section 11(d) below of the proposed transfer. Operator shall make reasonable efforts to process any transfer request in less than two Business Days where circumstances permit. Operator will respond to "fast track" requests received by 9 a.m. CCT on a Business Day by no later than 9 a.m. CCT on the following Business Day. The following categories will be considered as "fast track" requests:
(i) transfers between accounts under identical Rate Schedules;
(ii) transfers between accounts under different Rate Schedules requested during Operator's Injection Season; and
(iii) all transfers for quantities of 10,000 dth or less (with that limit applicable to each account each Business Day).

(d) Rejection by Operator. Operator may reject any proposed transfer under this Section 11 if it determines that such transfer cannot be accommodated:
(i) without diminishing Operator's ability to provide firm service to any Buyer;
(ii) without increasing Operator's firm service obligations;
(iii) because the LNG sought to be transferred is not available in Buyer's account;
(iv) because of an imbalance status of the transferor's and transferee's accounts, as reflected in Operator's records; or
(v) because the requested transfer is retroactive.

(e) Inventory transfers remain subject to all applicable tariff limitations (including limits on FPS injection, storage and withdrawal rights) and applicable Commission policies (including the "shipper must have title" rule).

GENERAL TERMS AND CONDITIONS
(Continued)

12. PENALTIES

The penalties set forth in this Section apply to all Operator's Rate Schedules, unless otherwise indicated in this Section or in individual Rate Schedules.

(a) Takes in Excess of Scheduled Daily Quantity under Rate Schedules FTS and ITS. If Buyer's takes under Rate Schedules FTS or ITS on any day exceed the Hourly Scheduled Quantity (the Hourly Scheduled Quantity being defined as the Scheduled Daily Delivery Quantity divided by twenty-four (24)) during any hour by at least 20,000 Dth and/or exceed the Scheduled Daily Delivery Quantity by at least 20,000 Dth, Operator shall assess a penalty per Dth equal to the higher of $10.00 or two times the average of the midpoint prices for Transco, zone 5 delivered and Transco, zone 6 non-N.Y. as published in Platts Gas Daily for the day on which the penalty is incurred, on all quantities in excess of the Hourly Scheduled Quantity each hour and/or the Scheduled Daily Delivery Quantity. The midpoint prices associated with the beginning of the Gas Day will be applicable for the entire Gas Day.

(b) Failure to Interrupt Service. If Buyer fails to interrupt service as directed by Operator pursuant to Section 16 (Interruptions of Service) of the General Terms and Conditions, and thereby delivers gas to or takes gas from Operator in excess of 103 percent of the sum of the lowered Scheduled Daily Receipt Quantity or lowered Scheduled Daily Delivery Quantity established under Rate Schedules FTS, ITS, FPS-1, FPS-2 or FPS-3 by Operator's interruption order, Buyer shall be assessed and pay a penalty per Dth equal to the higher of $25.00 or three times the average of the midpoint prices for Transco, zone 5 delivered and Transco, zone 6 non-N.Y. as published in Platts Gas Daily for the day on which the penalty is incurred, on all quantities taken or delivered in excess of one hundred three percent (103%) of its reduced Scheduled Daily Receipt Quantity or reduced Scheduled Daily Delivery Quantity. The midpoint prices associated with the beginning of the Gas Day will be applicable for the entire Gas Day.

(c) Failure to Comply with Operational Flow Orders. If Buyer fails to comply with an operational flow order issued by Operator pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty per Dth per day equal to the higher of $25.00 or three times the average of the midpoint prices for Transco, zone 5 delivered and Transco, zone 6 non-N.Y. as published in Platts Gas Daily for the day on which the penalty is incurred, shall be assessed on all quantities taken or delivered in violation of that operational flow order. The midpoint prices associated with the beginning of the Gas Day will be applicable for the entire Gas Day.

(d) Miscellaneous.

(1) All penalties and charges assessed under this Section shall be paid in addition to the applicable transportation rates and charges, including any Excess Withdrawal charge. If an action by Buyer results in a penalty under more than one paragraph of this Section 12, the penalty resulting in the highest payment by Buyer shall apply.

(2) In the event Buyer seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined at Section 14 (Force Majeure) of the General Terms and Conditions, Buyer shall document such force majeure event to Operator. Operator shall waive penalties to the extent that the imbalance was caused by a force majeure event as defined at Section 14.

(3) Operator may not assess against or collect from a Buyer any penalty set forth in this Section 12, in whole or in part, if Buyer's imbalance did not affect Operator's ability to provide service under any of its Rate Schedules in this Tariff. Operator's determination not to assess or collect a penalty for any individual occurrence shall not operate or be construed as a waiver of any penalty or penalties for future occurrences whether of like or different nature.

GENERAL TERMS AND CONDITIONS
(Continued)

12. PENALTIES (Continued)

(d) Miscellaneous. (Continued)

(4) Operator may waive its right to collect all or any portion of the penalties assessed against Buyer, provided that any such waiver is granted in a nondiscriminatory manner.

(5) To the extent that any imbalance directly results from Buyer's reliance on inaccurate data from Operator, no penalty will be assessed for that portion of the imbalance shown by Buyer to be attributable to such inaccurate data.

(e) Penalty Revenue Sharing.

(1) The following definitions shall apply to this Section 12(e):

(i) "Related Costs" are all out-of-pocket costs incurred as a direct result of an Offending Buyer's failure to abide by an OFO, or other misconduct, to the extent that Operator demonstrates that the costs are not already recovered in rates.
(ii) "Non-Offending Buyers" are Buyers that were not assessed a penalty by Operator in the applicable month.
(iii) "Offending Buyers" are Buyers that were assessed a penalty by Operator in the applicable month.

(2) Operator shall record each month the penalty revenues, net of Related Costs, received by Operator from Offending Buyers. For each month, Operator shall determine the Non-Offending Buyers that are eligible to share in the penalty revenue collected in that month. Refunds will be apportioned to Non-Offending Buyers based on each respective Non-Offending Buyer's actual fixed cost contribution as a percentage of the total fixed cost contribution of all such Non-Offending Buyers during each month of the refund period (or portion thereof, if applicable).

(3) If the total accumulated amount of penalty revenues collected as of March 31 equals or exceeds $25,000, Operator shall refund that balance, including interest, on or before June 30 of that year. Refunds to Non-Offending Buyers shall be distributed via check or wire transfer. However, where a credit amount due to any Non-Offending Buyer is less than $10,000, Operator shall have the option to provide the amount as a credit to Non-Offending Buyer's bill, which shall be identified separately as such a credit.

(4) Within 30 days of such distribution of penalty revenues, Operator shall post on its EBB the penalty revenues distributed and file a report with the Commission setting forth, by month, the amount of penalty revenues received from Offending Buyers and Related Costs that Operator netted against such penalty revenues allocated to each Non-Offending Buyer. The report shall detail the nature of the Related Costs and the nexus between the incurrence of the Related Costs and the action that resulted in a penalty. To the extent that the Commission finds that Operator has not demonstrated that the Related Costs reported qualify

as such under the definition set forth in this Section 12(e)(1)(i) above or that Operator has not demonstrated that such costs were reasonably incurred under the circumstances, Operator shall return any such amounts to the relevant subaccount with interest.

(5) Any penalty revenues, net of Related Costs, collected by Operator shall accrue interest calculated pursuant to Section 154.501(d) of the Commission's regulations until distributed.

(6) If the total accumulated amount of penalty revenues collected is less than $25,000 on March 31, Operator shall report on or before June 30, via posting on its EBB, the principal amount collected for each of the 12-month periods (April 1 through March 31) and the cumulative total since the last distribution pursuant to section 12(e)(3) above.

GENERAL TERMS AND CONDITIONS
(Continued)

13. DISCOUNTING

(a) In General. Operator may at any time in its sole discretion selectively discount the rate(s) applicable to any individual Buyer under any Rate Schedule set forth in this Tariff; provided, however, that such discounted rate(s) shall not be less than the Minimum Rate(s) for the applicable service as set forth in the currently-effective rate sheets of this Tariff. If Operator discounts any rate to any Buyer, Operator shall file with the Commission any required reports respecting such adjusted rate. All information pertaining to any offer of a discount for any transmission service made by Operator will be maintained as required by 18 CFR Section 250.16(d) and subpart D of 18 CFR Part 385 of the Commission's regulations.

(b) Allocation or Interruption. To the extent that Operator allocates or interrupts service rights based upon price, as set forth in Section 15 (Capacity Allocation) and Section 16 (Interruptions of Service) of the General Terms and Conditions, the price used by Operator for such purposes, where rates for service have been discounted by Operator, shall be Buyer's discounted rate for the service.

Reserved for Future Use

GENERAL TERMS AND CONDITIONS
(Continued)

14. FORCE MAJEURE

(a) Definition. The term "force majeure" means any event or condition or combination of events and/or conditions which prevents, hinders, or delays the performance of any obligation, in whole or in part, under the applicable Service Agreement, Rate Schedule or these General Terms and Conditions, which is not within the reasonable control of the party claiming suspension by reason of force majeure and which the party claiming suspension is unable to prevent or overcome by the exercise of due diligence. Such events or conditions, provided that the foregoing requirements are met, include, but are not defined by or limited to, acts of God, strikes, lockouts, acts of a public enemy, acts of sabotage, wars, blockades, insurrections, riots, epidemics, landslides, subsidence, earthquakes, fires, hurricanes, storms, tornadoes, storm warnings, floods, washouts, civil disturbances, explosions, accidents, freezing of wells or pipelines, partial or entire electronic, mechanical or physical failure that affects the ability to transport gas or LNG by pipeline, or to operate treatment, liquefaction, vaporization, storage or LNG tanker discharging facilities or the binding order of any court, legislative body, or governmental authority. Failure by any party claiming suspension to prevent or settle any strike or strikes shall not be considered to be an event or condition within the control of such party.

(b) Effect. If either party to the applicable service agreement is rendered unable, wholly or in part, by force majeure to carry out its obligations under the applicable service agreement, then such party shall give notice and reasonably full particulars of such force majeure in writing or by facsimile or telephone to the other party within a reasonable time after it becomes aware of the occurrence of the force majeure, and the obligations of such party, insofar as they are affected by such force majeure, shall be suspended from the commencement of such force majeure through the continuance of any inability so caused, but for no longer period, and such force majeure shall so far as possible be remedied with all reasonable dispatch. Notwithstanding the foregoing, no claim of force majeure of a party shall relieve such party from its payment obligations under the applicable service agreement. If a party is unable, wholly or in part, to render service to another party due to force majeure the party not receiving service shall be relieved of any payment obligation to the extent and for so long as it is not receiving service.

GENERAL TERMS AND CONDITIONS
(Continued)

15. CAPACITY AND IMBALANCE ALLOCATIONS

This Section specifies the procedures for allocating any differences between: (i) Buyers' aggregate nominations that may exceed the available capacity at Delivery and/or Receipt Points; (ii) the aggregate of all Buyers' Scheduled Daily Delivery Quantities and actual deliveries; and (iii) the aggregate of all Buyers' Scheduled Daily Receipt Quantities and actual receipts ("Difference(s)") at Delivery Points at which gas is being delivered to or for the account of multiple Buyers or at receipt points from which gas is being received by Operator for the account of multiple Buyers. Unless otherwise agreed to between Operator and Confirming Party, physically measured quantities shall be allocated on scheduled daily quantities and shall be made using Dekatherm units.

(a) Capacity. If Operator receives nominations from Buyers for a service other than discharging LNG from tankers that exceed available capacity Operator shall allocate capacity among Rate Schedules by first allocating capacity at Delivery Points then allocating capacity at Receipt Points based on the following priority schedule:

(1) First, among Buyers under Rate Schedules LTD-1, FPS-1, FPS-2, FPS-3, and FTS with total nominations for service within their contractual entitlements at Primary Delivery and Receipt Points.

(2) Second, among Buyers under Rate Schedule OTS within their contractual entitlements at Primary Delivery and Receipt Points, subject to the limitations set forth in Rate Schedule OTS Section 3.6, and LTD-1 ISQ.

(3) Third, among Buyers under Rate Schedules, LTD-1, FPS-1, FPS-2, FPS-3 and FTS with total nominations for service within their contractual entitlements at Secondary Points located between the Primary Receipt and Delivery Points set forth in Buyers' contracts. When nominations at a Secondary Point exceed available capacity at that point, Secondary point capacity will be allocated among Buyers on a pro rata basis, based upon each Buyers' respective level of Secondary quantities nominated on that Day.

(4) Fourth, among Buyers under Rate Schedule OTS with total nominations for service within their contractual entitlements at Secondary Points located between the Primary Receipt and Delivery Points set forth in Buyers' contracts, subject to the limitations set forth in Rate Schedule OTS Section 3.6. When nominations at a Secondary Point exceed available capacity at that point, Secondary Point capacity will be allocated among Buyers on a pro rata basis, based upon each Buyers' respective level of Secondary quantities nominated on that Day.

(5) Fifth, among Buyers under Rate Schedules LTD-1, FPS-1, FPS-2, FPS-3 and FTS with total nominations for service within their contractual entitlements at Secondary Delivery Points located downstream or Secondary Receipt Points located upstream of the Primary Points set forth in Buyers' contracts. When nominations at Secondary Points exceed available capacity at that point, Secondary point capacity will be allocated among Buyers on a pro rata basis, based upon each Buyers' respective level of Secondary quantities nominated on that Day.

(6) Sixth, among Buyers under Rate Schedule OTS with total nominations for service within their contractual entitlements at Secondary Delivery Points located downstream or Secondary Receipt Points located upstream of the Primary Points set forth in Buyers' contracts, subject to the limitations set forth in Rate Schedule OTS Section 3.6. When nominations at Secondary Points exceed available capacity at that point, Secondary Point capacity will be allocated among Buyers on a pro rata basis, based upon each Buyers' respective level of Secondary quantities nominated on that Day.

(7) Seventh, among Buyers using Authorized Overrun Service under Rate Schedules LTD-1 and FTS.

GENERAL TERMS AND CONDITIONS
(Continued)

15. CAPACITY AND IMBALANCE ALLOCATIONS (Continued)

(8) Eighth, among Buyers under Rate Schedules LTD-2 and ITS with nominations for service at Delivery and Receipt Points commencing on the first day of the month starting with those Buyers paying the highest rate. Where nominations for ITS service by any group of Buyers paying the same rate exceeds the available capacity at a Delivery or Receipt Point, capacity will be allocated at that Delivery or Receipt Point based upon the following priority:

(i) first, to Buyers that paid the highest rate in the previous month up to the level of the quantities flowing at that rate on the due date for monthly nominations at that Delivery or Receipt Point in the month of the nomination;

(ii) next, to Buyers flowing gas at that Delivery or Receipt Point on the due date for monthly nominations that have requested increased quantities at that point for the upcoming month, pro rated, if necessary, based upon Buyers' level of confirmed nominated increase;

(iii) then, equally to all remaining Buyers nominating quantities at that point.

GENERAL TERMS AND CONDITIONS
(Continued)

15. CAPACITY AND IMBALANCE ALLOCATIONS (Continued)

(a) (9) Ninth, among Buyers nominating Authorized Overrun Service under Rate Schedule LTD-2.

(10) Tenth, among Buyers under Rate Schedule ITS with nominations for service commencing other than on the first day of a month. Where such nominations exceed the available capacity at the nominated Delivery or Receipt Point, Operator shall allocate the available capacity as follows:

(i) to Buyers paying the highest rate up to the level of the quantities flowing at that rate, on the date of the nomination;

(ii) then, to Buyers currently flowing Natural Gas at the given Delivery or Receipt Point pro rated, if necessary, based upon the quantities flowing for each Buyer at that point on the day preceding Operator's receipt of the nomination;

(iii) then, to the remaining Buyers paying the same highest rate based upon the order in which Operator received nominations from those Buyers;

(iv) then, equally to any remaining Buyers nominating quantities at the relevant Delivery or Receipt Point.

(b) Delivery Point Allocation. If deliveries are made to a third party (that is not a Buyer) for the accounts of multiple Buyers, the Difference shall be allocated pro rata among all Buyers at that delivery point on the basis of those Buyer's Scheduled Daily Delivery Quantities, unless, prior to the gas actually flowing, all affected Buyers at that delivery point have agreed to a Predetermined Allocation Method (PDA) specifying a different allocation methodology and such agreement is provided to Operator in writing and approved by Operator. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation. Month-end allocations shall be based on a measurement closing date of the fifth Business Day after the Month. If actual quantities are not available, quantities will be estimated by the Measuring Party. When actual data becomes available, it should be treated as a prior period adjustment.

(c) Receipt Point Allocation. Differences at a receipt point shall be allocated pro rata among all Buyers at that receipt point on the basis of the Scheduled Daily Receipt Quantities, unless the upstream point operator providing the point confirmation submits a PDA to the allocating party before the start of the Gas Day, and Operator accepts the PDA. The party responsible for the custody transfer (the party performing the measurement function) should provide the allocation.

(d) Predetermined Allocation Method (PDA). As used in this Section 15, a PDA is an agreement by or among point operators, prior to the beginning of the Gas Day, at a receipt or delivery point to allocate the difference between the scheduled daily quantity and the actual daily flow of gas in a mutually agreeable manner. Types of allocation methods include, but are not limited to, Rank, Pro Rata, Percentage, Swing and Operator Provided Value. PDA's shall be provided by the interconnecting operator, and for multi-tiered allocations, may be provided by the upstream titleholders or shippers. Interconnecting operators at receipt locations shall provide a PDA to allocate to upstream titleholders. Upstream titleholders may provide a PDA to allocate to the parties taking possession of their gas at a receipt location. Buyers may provide a PDA to allocate to their nominations or imbalances at either receipt or delivery locations.

GENERAL TERMS AND CONDITIONS
(Continued)

15. CAPACITY AND IMBALANCE ALLOCATIONS (Continued)

(d) (1) Except as prescribed in Section 15(a)of the General Terms and Conditions, if confirming parties cannot agree upon an allocation methodology, "pro rata based upon confirmed nominations" shall be used as the default method.

(2) Operator may negotiate and enter into OBA's with interstate pipelines, intrastate pipelines and other entities. No Difference balanced in-kind shall be allocated to any Buyer at the receipt or delivery points covered by the OBA. If an interstate pipeline charges Operator for Differences in the OBA, however characterized, Operator shall charge such interstate pipeline an equivalent and offsetting charge. If Operator is unable to charge or collect such equivalent and offsetting charges for such Differences, Operator, on an as-billed basis, shall allocate and bill such charges to Buyers responsible for the imbalance at the point of interconnection at which the Difference giving rise to the charges occurred.

(3) Where an OBA exists between interconnecting parties, a PDA is not necessary.

(4) Changes to a PDA may be made prospectively during the Month if such changes are approved by Operator. Only one PDA may be submitted per Gas Day. Operator may in its reasonable discretion make retroactive reallocations of transactions to correct for errors. Otherwise, no retroactive reallocations of any transactions shall be permitted without the approval of Operator and the agreement of those Buyers with Service Agreements affected by such retroactive reallocations, provided that the agreement by such affected Buyers shall not be unreasonably withheld.

(5) PDA's shall remain in effect until a replacement PDA is received from the interconnecting operator or upstream title holder; provided, however, PDA's shall be updated at the beginning of each Month or as needed during a Month as Buyers' nominations change.

(6) If the PDA is provided using EDI, Operator shall respond with an EDI confirmation indicating receipt of the PDA within 15 minutes, and whether there are any errors associated with the PDA.

(e) Prior Period Adjustments. Except for minor variations as agreed to by Operator and Buyer, prior period measurement adjustments will be taken back to the Month during which such gas flowed and reflected as such on invoices, imbalance statements and allocation statements. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month. Measurement corrections shall be processed within 6 Months of the end of the flow Month, within a 3 Month rebuttal period. This provision does not apply in cases of deliberate omission, or misrepresentation, or mutual mistake of fact. No Party's other statutory or contractual rights are affected by this provision.

GENERAL TERMS AND CONDITIONS
(Continued)

15. CAPACITY AND IMBALANCE ALLOCATIONS (Continued)

(f) Disputed Allocations. Disputed allocations shall be communicated to Operator within 6 Months of the initial Month-end allocation, with a 3 Month rebuttal period. This time limitation shall not apply in the case of deliberate omission or misrepresentation, or mutual mistake of fact. No Party's other statutory or contractual rights are affected by this provision.

(g) Monitoring. For operational monitoring at electronically measured locations, allocated quantities shall be available the next Business Day after the gas has flowed at the end of the Gas Day. The scheduled quantity shall be made available at locations which are not measured electronically. The party receiving nominations shall provide allocation statements to the appropriate party for the meters it operates each Month. Measurement data available upstream of any aggregation point should be sent to the allocating party and used to allocate the aggregate volume back to the upstream points.

(h) Imbalance Netting and Trading. All of Buyer's imbalances including any prior period adjustments will be netted across rate schedules at the end of each month. Trading of the previous month's netted imbalances will be allowed between Buyers from the 1st calendar day until the end of the 17th business day following the end of the month. Trading will be allowed when the resulting trade will reduce the imbalances for each Buyer. Netting and trading shall be provided to Buyers at no charge.

(i) Third Party Imbalance Management Service. Operator will not discriminate against third party imbalance management service providers.

16. INTERRUPTIONS OF SERVICE

Interruptions of service for purposes of this Tariff (i) shall include but not be limited to decreasing, suspending, or discontinuing the discharging of LNG or receipt or delivery of Natural Gas, and (ii) shall be effected by Operator in accordance with the provisions of this Section.

(a) Interruptions of Firm Services.

(1) If due to force majeure, routine maintenance, modifications, tests or repairs to Operator's facilities or the need to protect the integrity or performance capability of its facilities, the available capacity in Operator's facilities or a portion thereof is temporarily insufficient to meet all of Operator's authorized firm services on any day, then Operator, upon providing as much notice as possible, shall interrupt all such services in accordance with the priorities set forth at Section 16(d) below Operator will specify in interruption orders issued pursuant to this Section the: (i) date and time by which Buyer must comply; and (ii) the revised quantity (if any) authorized to flow (Lowered Quantity). Operator will make every effort to schedule routine maintenance so that its firm delivery obligations under Rate Schedule FPS-1, FPS-2 and FPS-3 can be met during the Withdrawal Season.

(2) Where Operator's ability to render service is impaired in a particular portion of Operator's facilities, interruptions of firm services shall be effected, in accordance with Section 16(a)(1) above, only for those Buyers served through the portion(s) of Operator's facilities in which service has been impaired.

(3) A Buyer that fails to interrupt its firm service as directed by Operator shall be subject to penalties as set forth at Section 12 (Penalties) of the General Terms and Conditions.

(b) Interruptions of Interruptible Service.

(1) Operator may interrupt any interruptible services (i) for the reasons set forth in Section 16(a) above, or (ii) for the purpose of making capacity available for firm services. Whenever Operator determines that such interruption is appropriate, Operator shall do so in accordance with the priorities set forth at Section 16(d) below.

(2) Where Operator's ability to render service is impaired in a particular portion of Operator's facilities, interruptions of interruptible services shall be effected, in accordance with Section 16(b)(1) above, only for those Buyers served through the portion(s) of Operator's facilities in which service has been impaired.

(3) A Buyer that fails to interrupt its interruptible service as directed by Operator shall be subject to penalties as set forth at Section 12 (Penalties) of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

16. INTERRUPTIONS OF SERVICE (Continued)

(c) Notice of Interruptions. If Operator interrupts services under any of its Rate Schedules at any time during any day as herein provided, Operator shall give as much notice of such interruptions as is practicable. When possible, Operator shall announce interruptions at 3:00 p.m. on the day preceding the planned interruption. Operator shall notify by facsimile each Buyer whose service is interrupted and shall post a notice of interruption on its Electronic Bulletin Board (EBB). Direct interconnect parties shall also receive notice of interruption from Operator's Gas Controllers by telephone or facsimile transmission; provided that such direct interconnect parties have, as required, made available a representative to maintain 24-hour contact with Operator to receive such notices. Such a representative shall have the requisite authority and capability to make any adjustments required as a result of Operator's notice of interruption. In the event of any conflicting communications, notices from Operator's Gas Controllers shall control.

(d) Service Priorities. The provisions of this paragraph apply to all Operator's Rate Schedules and all Service Agreements with Buyers thereunder. In the event capacity or facilities are not available to continue the receipt, liquefaction, storage, vaporization, transportation, or delivery of all Buyer's Natural Gas or LNG which has been scheduled and is flowing on Operator's facilities, Operator, shall interrupt service provided through the capacity in the constrained facilities among and within Rate Schedules in the priority set forth as follows until the necessary level of interruption (including complete interruption of the Cove Point LNG Plant and/or Cove Point Pipeline, if necessary), is achieved.

(1) First, quantities flowing as Authorized Overrun service quantities under Operator's Rate Schedule LTD-2;

(2) Second, quantities under Operator's Rate Schedule LTD-2 and ITS, beginning with Buyers paying the lowest price and pro rata among Buyers paying the same price;

(3) Third, quantities flowing as Authorized Overrun service quantities under Operator's Rate Schedules LTD-1, FTS, FPS-1, FPS-2 and FPS-3;

(4) Fourth, quantities flowing under Operator's Rate Schedule OTS or under Operator's Rate Schedule LTD-1 as ISQ.

(5) Fifth, quantities under Rate Schedules LTD-1, FTS, FPS-1, FPS-2 and FPS-3 (including any Authorized Excess Withdrawal Quantity) pro rata on the basis of Buyers' level of MDDQ and MDPQ.

GENERAL TERMS AND CONDITIONS
(Continued)

17. OPERATIONAL FLOW ORDERS

Operational Flow Orders (OFO's) are orders by Operator directing that Buyer commence tenders of gas to or takes of gas from Operator's system. To the extent feasible, Operator shall attempt to direct such OFO's to those Buyers causing the condition that necessitates issuance of the OFO. Operator shall issue OFO's in order to alleviate conditions which may threaten the integrity and performance capability of its facilities. Before issuing an OFO, Operator will attempt to remedy those operating conditions through requests for voluntary action provided, however, exigent circumstances may exist which require immediate issuance of an OFO. OFO's may be issued by Operator at any time by telephone, facsimile and EBB communication to Buyer's representative; provided, however, that in non-emergency situations, Operator shall notify affected customers of impending OFO's by giving no less than twenty-four (24) hours notice, unless exigent circumstances dictate otherwise. Each OFO will contain the following provisions:

(a) time and date of issuance;

(b) time that the OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately;

(c) duration of the OFO (if none is specified, the OFO will be effective until further notice);

(d) a description of the area of Operator's system in which the OFO is in effect;

(e) the specific actions required to comply with the OFO including the time frame within which compliance is required before penalties are incurred;

(f) any other terms Operator may reasonably require to ensure the effectiveness of the OFO, and

(g) Operator will publish all notices of implementation of an OFO and all provisions of an OFO on Operator's EBB and, at Buyers choice, notify Buyer of such notice either by e-mail or directly to Buyer's Internet URL address, as expeditiously as possible.

(h) Upon termination of an OFO, Operator will post on Operator's EBB relevant information specific to the individual situation regarding the issuance and lifting of that particular OFO, as soon as it is available.

GENERAL TERMS AND CONDITIONS
(Continued)

18. BILLING AND PAYMENT

(a) Billing.

(1) On or before the tenth day after the final monthly meter reading for each Billing Month, Operator shall render to Buyer an imbalance statement and a statement detailing (i) the billing determinants applicable to each Rate Schedule under which Buyer has contracted for service, (ii) the total quantity of Natural Gas delivered to or for the account of Buyer under each Rate Schedule during each Day of the preceding Billing Month, (iii) the net billing rate and the amount due. Billing statements and imbalance statements shall be deemed to be rendered when such statements are deposited by Operator with the U.S. Mail for first-class delivery, as evidenced by the postmark date, deposited by Operator with an overnight courier service for delivery to Buyer, or posted by Operator on its Electronic Bulletin Board. Operator will provide Buyer with contemporaneous notification of billing statements and imbalance statements that are rendered through posting on Operator's Electronic Bulletin Board. Buyer will have the option of being notified via e-mail, pager, text message or any combination thereof. To receive such notification, Buyer must provide to Operator, via Operator's Electronic Bulletin Board, a designation of the form(s) of notification requested and the requisite contact information. Operator's obligation to provide notification is waived until Operator is provided with the required notification information.

(2) When information necessary for billing purposes is in the control of Buyer, Buyer shall furnish such information to Operator on or before the fifth day after the final meter reading of each Billing Month.

(3) Both Operator and Buyer shall have the right to examine, at such reasonable times agreed to by both parties, each other's books, records, and charts to the extent necessary to verify the accuracy of any statement, charge, or computation made pursuant to any of the provisions of this Section.

(b) Payment.

(1) On or before the tenth day after Operator renders its bill to Buyer for the gas delivered during the preceding Billing Month, except when such tenth day is a Saturday, Sunday or federal bank holiday, Buyer shall pay Operator by wire transfer of Federal Funds immediately available to Operator at such bank account as Operator shall designate. When the payment due date falls on a Saturday, Sunday, or federal bank holiday, payment is due on the following Business Day. All such payments shall be considered to have been made on the date when Operator has use of said funds. Notwithstanding the foregoing, a Buyer whose monthly statement total amount due is less than $10,000.00 may elect to make payment by check which shall be sent by U.S. Mail, First Class delivery and postmarked on or before the twentieth day of the month. All payments shall be identified by invoice number and, if a payment differs from the invoiced amount, remittance detail shall be provided with payment.

(2) If rendering of a bill by Operator is delayed until one or more days after the tenth day following the final monthly meter reading, then the time of payment shall be extended by the same number of days unless Buyer is responsible for such delay.

(3) Should Buyer fail to pay all of the amount of any bill as herein provided, interest on the unpaid portion of such bill shall be computed at the rate set forth in Section 154.501(d) of the Commission's Regulations, prorated for the number of days from the due date of payment until the actual date of payment.

GENERAL TERMS AND CONDITIONS
(Continued)

18. BILLING AND PAYMENT (Continued)

(b) (4) If Buyer in good faith disputes the amount of any such bill or part thereof, Operator shall not be entitled to suspend further delivery of Natural Gas if (i) Buyer pays to Operator such amounts it concedes to be correct and provides written documentation as to the basis for the dispute; (ii) within thirty (30) days of a demand made by Operator, Buyer furnishes good and sufficient surety bond in the amount and with surety satisfactory to Operator; (iii) such surety bond guarantees payment to Operator in the amount ultimately found due upon such bill, plus accrued interest, upon a final determination by agreement or by judgment of the courts; and (iv) Buyer does not default on the conditions of such bond.

(c) Adjustment of Billing Errors. If it shall be determined that Buyer has been overcharged or undercharged in any form whatsoever and Buyer has actually paid the bills containing such overcharge or undercharge, Operator shall refund the amount of any such overcharge or Buyer shall pay the amount of any such undercharge within thirty (30) days after final determination of such amounts. In the event an error is discovered in the amount billed in any statement rendered by Operator, such error shall be adjusted within thirty (30) days of Operator's determination of such error, provided that the claim therefore shall have been made within thirty (30) days after the date of discovery of such error, but in no event later than six (6) months after the date of such statement and 7 months from the date of the initial sales invoice with a three (3) Month rebuttal period. These time limitations shall not apply in cases of FERC required rate changes, to deliberate omissions, to misrepresentations or mutual mistake of fact. Neither Buyer's nor Operator's other statutory or contractual rights shall be affected by this provision.

(d) Suspension or Termination for Nonpayment. If Buyer under any Rate Schedule becomes delinquent by ten (10) days in the payment of any invoice, then such Buyer shall provide adequate assurance of payment to Operator within ten (10) days of the date of Operator's written notice of such delinquency. If Buyer does not, within such ten (10) day period, pay the invoice together with accrued interest, or does not provide adequate assurance of payment in accordance with the provisions of Section 6(d) (Operating Conditions) of the General Terms and Conditions, Operator may immediately suspend service to Buyer upon notice to Buyer. If the invoice is not paid in full within thirty (30) days after its due date and Buyer has not provided adequate assurance of payment, Operator, in addition to any other remedies it may have, may terminate the Service Agreement, effective after ten (10) days notice to Buyer. Such termination, however, will not be effectuated if Buyer pays all amounts due Operator and, if required by Operator, provides adequate assurance of payment for future service within such 10-day period. Termination of the Service Agreement shall not excuse payments of the amounts then due or any other existing obligation of Buyer including obligations to make future payments. Operator shall not be entitled to suspend service or terminate Buyer's Service Agreement pending resolution of an invoice disputed in good faith by Buyer if Buyer complies with the provisions of Section 18(b)(4) above.

GENERAL TERMS AND CONDITIONS
(Continued)

18. BILLING AND PAYMENT (Continued)

(e) Refunds. Operator shall pay any refunds owed in excess of $10,000.00 to any Buyer by wire or other electronic fund transfer of Federal Funds immediately available to Buyer at such bank account as Buyer shall designate.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MEASUREMENTS AND TESTS FOR DELIVERY OF NATURAL GAS

The volumes of Natural Gas received or delivered through a meter or meters shall be determined in accordance with the provisions set forth in this Section.

(a) Measurement Unit. The Measurement Unit shall be one Dekatherm (Dth) of Natural Gas and shall be calculated by multiplying the volume delivered in Mcf by a fraction, the numerator of which is the Heating Value and the denominator of which is 1,000.

(b) Volumetric Measurement Base. The volumetric measurement base shall be one cubic foot of Natural Gas at a pressure base of fourteen and seventy-three one-hundredths (14.73) pounds per square inch absolute, a temperature base of sixty degrees (60°) Fahrenheit (519.67 R Absolute), and dry. For gas volumes reported in cubic meters, 101.325 kPa, 15 degrees C, dry.

(c) Atmospheric Pressure. The average absolute atmospheric (barometric) pressure shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, irrespective of actual elevation or location of the delivery point above sea level or variations in actual barometric pressure from time to time.

(d) Temperature. The temperature of the Natural Gas shall be determined at Operator's option:

(1) where Electronic Measurement equipment is provided, by continuous application of instantaneous temperature measurements from one or more of the meters at a measuring station, or by contemporaneous application of the arithmetic or other average of the temperature record from one or more of the meters for the time during which gas is flowing;

(2) where Electronic Measurement equipment is not provided,

(i) where an instrument which measures and records the temperature of the flowing gas is installed, by contemporaneous application of the arithmetic or other average of the hourly or daily temperature record from one or more of the meters at a measuring station, or

(ii) where an instrument which measures and records the temperature of the flowing gas is not installed, by contemporaneous application of the temperature as read from established tables of monthly averages for the point of measurement; or

(3) by any other method or methods mutually agreed upon by Operator and Buyer.

(e) Static Pressure. The static pressure of the Natural Gas shall be determined at Operator's option:

(1) where Electronic Measurement equipment is provided, by continuous application of instantaneous static pressure measurements from one or more of the meters at a measuring station, or by contemporaneous application of the arithmetic or other average of the static pressure record from one or more of the meters for the time during which gas is flowing;

(2) where Electronic Measurement equipment is not provided, by contemporaneous application of the static pressure record from one or more of the meters at a measuring station, or by contemporaneous application of the arithmetic or other average of the hourly or daily static pressure record from one or more of the meters at a measuring station; or

(3) by any other method or methods mutually agreed upon by Operator and Buyer.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MEASUREMENTS AND TESTS FOR DELIVERY OF NATURAL GAS (Continued)

(f) Specific Gravity. The specific gravity (relative density) of the Natural Gas shall be determined by gravitometric, chromatographic, or other generally accepted analytical method at Operator's option:

(1) where Electronic Measurement equipment is provided,

(i) by contemporaneous application of continuous instantaneous specific gravity measurements, or by contemporaneous application of arithmetic or other average of the specific gravity for the time during which gas was flowing,

(ii) by prospective application of the arithmetic or other average of the specific gravity record, or

(iii) by prospective application of the results of analyses of samples of the gas;

(2) where Electronic Measurement equipment is not provided,

(i) by contemporaneous application of the arithmetic or other average of the hourly or daily continuous specific gravity record,

(ii) by prospective application of the results of analyses of samples of the gas; or

(3) by any other method or methods mutually agreed upon by Operator and Buyer.

(g) Heating Value. The heating value of the Natural Gas shall be determined by calorimetric, chromatographic, or other generally accepted analytical method at Operator's option:

(1) where Electronic Measurement equipment is provided,

(i) by contemporaneous application of continuous instantaneous heating value measurements, or by contemporaneous application of the arithmetic or other average of the heating value for the time during which gas was flowing,

(ii) by prospective application of the arithmetic or other average of the heating value Record, or

(iii) by prospective application of the results of analyses of samples of the gas;

(2) where Electronic Measurement equipment is not provided,

(i) by the contemporaneous application of the arithmetic or other average of the hourly or daily continuous heating value Record,

(ii) by prospective application of the results of analyses of samples of the gas; or

(3) by any other method or methods mutually agreed upon by Operator and Buyer.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MEASUREMENTS AND TESTS FOR DELIVERY OF NATURAL GAS (Continued)

(h) Supercompressibility.

(1) The deviation of the Natural Gas from the Ideal Gas Laws shall be determined:

(i) in accordance with the American Gas Association, Par Research Project NX-19 report, titled "Manual for the Determination of Supercompressibility Factors for Natural Gas", Reprinted 1976, if the composition of the natural gas is such to render this procedure applicable, or

(ii) by any other method mutually agreed upon by Operator and Buyer.

(2) If the measurement method used by Operator requires the concentrations of nitrogen and carbon dioxide, the concentrations of nitrogen and carbon dioxide shall be determined by chromatographic or other generally accepted analytical method at Operator's option:

(i) where Electronic Measurement equipment is provided,

(a) by contemporaneous application of continuous instantaneous measurements of the concentrations of nitrogen and carbon dioxide, or by contemporaneous application of the arithmetic or other average of the concentrations of nitrogen and carbon dioxide for the time during which gas was flowing,

(b) by prospective application of the arithmetic or other average of the concentrations of nitrogen and carbon dioxide record, or

(c) by prospective application of the results of analyses of samples of the gas; or

(ii) where Electronic Measurement equipment is not provided,

(a) by the contemporaneous application of the arithmetic or other average of the hourly or daily concentrations of nitrogen and carbon dioxide, or

(b) by prospective application of the results of analyses of samples of the gas; or

(3) by any other method or methods mutually agreed upon by Buyer and Operator.

(i) Measuring Equipment.

(1) Unless otherwise agreed to in writing, Operator shall install, operate, and maintain measuring stations and equipment by which the quantities of Natural Gas delivered by Operator are determined.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MEASUREMENTS AND TESTS FOR DELIVERY OF NATURAL GAS (Continued)

(i) (2) Unless otherwise agreed to in writing, or unless gas is being received from an interstate pipeline company which has an approved FERC Gas Tariff governing measurement of gas it delivers, Operator will install, operate and maintain measuring stations and equipment by which the quantities of Natural Gas received by Operator are determined.

(3) Where measuring stations and associated equipment are installed, maintained or operated by Buyer, they shall be designed and installed in accordance with all engineering and other standards and practices as specified by Operator, and Operator shall have the right to be present and inspect the installation of all such measuring stations and equipment to insure compliance with such standards and practices. Buyer and Operator shall agree in writing to reasonable standards and practices by which such measuring stations and associated equipment shall be operated by Buyer as required to insure the continuous accuracy thereof and as required by Operator to provide Operator with continuous, real-time measurements and flows.

(4) Buyer and Operator shall have the right to be present at the time of any installation, reading, cleaning, change of charts, repair, inspection, test, calibration, or adjustment made in connection with Operator's or Buyer's measuring stations or equipment used to measure gas received by Operator for Buyer or delivered by Operator to Buyer.

(5) The records from measuring equipment shall remain the property of the operator of such equipment, but upon request the operator will submit to the other party its records, together with calculations therefrom, for inspection, subject to return within thirty (30) days after receipt thereof.

(6) Orifice meters shall be installed and operated, and gas quantities computed, in accordance with AGA Report No. 3, American National Standards Institute ANSI/API 2530, "Orifice Metering of Natural Gas", revised Second Edition, 1985, applied in a practical and appropriate manner, except that the supercompressibility factor shall be calculated in accordance with Section 19(h) above.

(7) Turbine meters shall be installed and operated, and gas quantities computed, in accordance with AGA Transmission Measurement Committee Report No. 7, "Measurement of Gas by Turbine Meters", 1985 Edition, applied in a practical and appropriate manner, except that the supercompressibility factor shall be calculated in accordance with Section 19(h) above.

(8) Diaphragm meters shall be installed and operated, and gas quantities computed, in accordance with ANSI 8109.1 or 8109.2, "Diaphragm Type Gas Displacement Meters", 1986, applied in a practical and appropriate manner, except that the supercompressibility factor shall be calculated in accordance with Section 19(h) above.

(9) Rotary meters shall be installed and operated, and gas quantities computed, in accordance with ANSI 8109.3, "Rotary Type Gas Displacement Meters", 1986, applied in a practical and appropriate manner, except that the supercompressibility factor shall be calculated in accordance with Section 19(h) above.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MEASUREMENTS AND TESTS FOR DELIVERY OF NATURAL GAS (Continued)

(i) (10) Other types of meters may be used if mutually agreed to by Operator and Buyer.

(11) Instrumentation and equipment to provide Records or samples of gas necessary to determine the specific gravity, heating value, and/or concentrations of nitrogen or carbon dioxide as required under Sections 19(f), 19(g), and 19(h) hereof may be installed at representative points along the pipeline in lieu of installing such instrumentation and equipment at each measuring station.

(12) Upon notice to Buyers, Operator may prospectively implement and use any future editions or versions of the American Gas Association or ANSI reports referenced in this Section 19.

(13) Nothing in this Section 19(i) shall be construed to require Operator to construct any facilities.

(j) Check Measuring Equipment.

(1) Buyer may install check measurement equipment, provided such equipment does not interfere with the exercise of Operator's rights to operate its station under this Tariff.

(2) Operator, in the presence of Buyer, shall have access to Buyer's check measuring equipment at all reasonable times, but the reading, calibration and adjustment thereof and the change of charts shall be performed only by Buyer, unless otherwise agreed upon.

(3) Buyer shall exercise reasonable care in the installation, maintenance and operation of its equipment so as to avoid any inaccuracy in the determination of the quantity of gas delivered.

(4) The records from such check measuring equipment shall remain the property of Buyer, but upon request Buyer will submit to Operator its records and charts, together with calculations therefrom, for inspection, subject to return within thirty (30) days after receipt thereof.

(k) Calibration and Testing of Meters. The accuracy of all measuring equipment shall be verified by its operator at reasonable intervals and, if requested, in the presence of representatives of the other party, but neither Operator nor Buyer shall be required to verify the accuracy of such equipment more frequently than once in any 30-day period. If either party at any time desires a special test of any measuring equipment, or if either party at any time observes an error in any such measuring equipment, it will promptly notify the other party, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test shall be borne by the requesting party if the measurement equipment so tested is found not to be in error such that previous recordings from the equipment must be corrected under the provisions of Section 19(l) herein.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MEASUREMENTS AND TESTS FOR DELIVERY OF NATURAL GAS (Continued)

(l) Correction of Metering Errors. If, upon any test, any measuring equipment is found to be in error, such that the resultant aggregate error in the computed volumes of gas and quantities of energy received or delivered does not exceed two percent (2%), such errors may be taken into account in a practical manner in computing the volumes of gas and quantities of energy received or delivered. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in the computed volumes of gas and quantities of energy received or delivered exceeds two percent (2%), previous recordings of such equipment, and the corresponding volumes of gas and quantities of energy received or delivered, shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) days.

(m) Failure of Measuring Equipment.

(1) In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings from such equipment, or the volumes of gas or quantities of energy received or delivered through such equipment, shall be estimated:

(i) by using the registration of any check meter or meters if installed and accurately registering;

(ii) in the absence of check meters, by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation;

(iii) in the absence of check meters or the possibility of calibrations, by using recordings or quantities received or delivered through such equipment during periods under similar conditions when the equipment was registering accurately; or

(iv) as otherwise agreed by Operator and Buyer.

(2) The recordings from such equipment, or the volumes of gas and quantities of energy received or delivered through such equipment, so estimated shall be used in determining the volumes of gas and quantities of energy received or delivered for any known or agreed upon applicable period. In case the period is not known or agreed upon, such estimated receipts or deliveries shall be used in determining the quantity of gas received or delivered hereunder during the latter half of the period beginning on the date of the immediately preceding test and ending on the date the measuring equipment has been adjusted to record accurately. The recordings of the measuring equipment during the first half of said period shall be considered accurate in computing receipts or deliveries.

GENERAL TERMS AND CONDITIONS
(Continued)

19. MEASUREMENTS AND TESTS FOR DELIVERY OF NATURAL GAS (Continued)

(n) Preservation of Records. Both Operator and Buyer shall preserve all test data, charts, and other similar records for a period of at least two (2) years, or such other longer period as may be required by public authority.

GENERAL TERMS AND CONDITIONS
(Continued)

20. CONSTRUCTION OF FACILITIES

(a) Arrangement for Construction of Receipt and Delivery Facilities. Subject to conditions specified in this Section 20, Operator will construct or provide facilities necessary for the receipt and delivery of Natural Gas or LNG into its system if Operator determines (i) that no undue burden will thereby be placed upon Operator, and (ii) that no impairment of Operator's ability to render adequate service to its customers will result therefrom; and provided that Operator first is able to obtain all necessary governmental and other authorizations.

(b) Method of Payment. In the event Operator constructs facilities at the request of Buyer, Buyer shall pay Operator for the costs of such facilities in a manner agreed to in writing by Buyer and Operator in advance of construction of any such facilities. Such methods of payment may include, but shall not be limited to, a lump sum payment covering all the costs of such facilities, including income tax gross-up and applicable operation and maintenance.

(c) Construction of Other Facilities. Operator in its sole discretion may construct other facilities in accordance with the regulations of the Commission.

GENERAL TERMS AND CONDITIONS
(Continued)

21. SCHEDULES AND CONTRACTS SUBJECT TO REGULATION AND REVISION

(a) Subject to Regulation. This Tariff, including the Rate Schedules, the General Terms and Conditions, and the respective obligations of the parties under the Service Agreements and assignment Agreements, is subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

(b) Subject to Revision. Unless otherwise specified in the Service Agreement, Operator reserves the right from time to time to unilaterally file and to make effective revisions in the terms or rate levels (to the extent they are stated rates on file with the Commission and not negotiated based upon market conditions) of its Rate Schedules and the applicability thereof, the General Terms and Conditions or any other provisions of Operator's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

GENERAL TERMS AND CONDITIONS
(Continued)

22. COMPLAINT RESOLUTION PROCEDURE

(a) Any Buyer or potential Buyer may make a written complaint to Operator, addressed to, Attention: General Counsel, regarding any dispute between Buyer and Operator arising under this Tariff. Buyer must specify each reason for the dispute. Within two business days of receiving a complaint, Operator shall provide an initial response to complainant, acknowledging receipt of the complaint and requesting further information as appropriate. If satisfactory resolution has not been achieved within thirty (30) days after receipt of Buyer's complaint, Operator shall appoint a Committee of appropriate and necessary personnel to review the complaint and provide a written decision to the complainant addressing each element thereof, and, where appropriate, recommending a course of action (the "Initial Decision"). In the event the complainant disagrees with this determination and makes a written request for reconsideration or clarification, specifying each reason the complainant disagrees with the Initial Decision, the Committee shall consider such request and within thirty (30) days after receipt thereof shall render its final written decision to complainant, addressing each element thereof and, where appropriate, recommending a course of action ("Final Decision"). At any time subsequent to the filing of the complaint, either the complainant or the Committee shall be prepared to meet with the other, upon request, at a time and place mutually agreed upon.

(b) The parties' participation in the foregoing procedures shall not be construed as a waiver of any legal or administrative rights which the parties may have. In order to facilitate a prompt and equitable resolution of any dispute, the parties, by participating in the meeting contemplated above, shall be deemed to agree that all notes and discussions at such meeting shall be confidential and privileged as in the nature of settlement discussions and shall not be admissible in evidence against any party in any other proceeding.

GENERAL TERMS AND CONDITIONS
(Continued)

23. ANNUAL CHARGE ADJUSTMENT

(a) Purpose. For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Section 23 establishes an annual charge adjustment applicable to the Operator's transportation rate schedules.

(b) Basis of the Annual Charge Adjustment. The rate schedules specified herein shall include an increment for an Annual Charge Adjustment ("ACA") for Federal Energy Regulatory Commission costs. Such adjustment shall be the ACA unit charge, adjusted to Operator's pressure base and heating value, if required, which is specified by the Federal Energy Regulatory Commission each year to recover its costs for its previous fiscal year. The ACA shall be reflected on the Currently Effective Rate Sheets of this Tariff, and shall be charged only once for the same volume of gas. By electing the FERC ACA unit charge method of recovery, Operator hereby acknowledges its intent not to recover any annual charges in any general rate proceeding filed under Section 4(e) of the Natural Gas Act.

(c) Filing Procedure. The initial ACA or any subsequent changes in such assessment charge shall be filed by the Operator at least thirty (30) days prior to the proposed effective date, unless, for good cause shown, a lesser notice period and different effective date is allowed by valid Commission order. The proposed effective date of filings shall be October 1 of each calendar year.

GENERAL TERMS AND CONDITIONS
(Continued)

24. NOTICES

Unless otherwise specifically provided in this Tariff that notices are to be performed through Operator's EBB, or through EDI, each notice, request, demand or other communication given when delivered by hand, or five days after it is sent by mail, or one day after being sent by telex or facsimile (with receipt confirmed) provided a copy is also sent by mail, addressed as provided in the applicable Service Agreement. Any notice, request, demand, communication, or other posting made on Operator's EBB or on EDI as required by this tariff shall be considered as duly delivered when transmitted by the sending party. Routine communication by telephone between members of the operating staffs of Operator and Buyer shall be considered duly delivered without confirmation by mail. If Operator is required by this Tariff to provide any notice, request, demand or other communication to a Buyer by telephone communication, Operator may, at its option, make such communication via facsimile without any telephonic communication. Systemwide notices shall have a separate category for notices which are not critical.

Any party may change its address or representative for purposes of notice by giving the other parties notice in the manner set forth above.

GENERAL TERMS AND CONDITIONS
(Continued)

25. STANDARDS OF CONDUCT

Standards of Conduct Rule. In accordance with 18 CFR Part 358, Operator shall comply with the Commission's regulations regarding Standards of Conduct.

(a) Independent Functioning Rule. Operator's transmission function employees must function independently of its marketing function employees. Operator is prohibited from permitting its marketing function employees to conduct transmission functions and Operator is prohibited from permitting transmission function employees to conduct marketing functions, except as permitted by 18 CFR Part 358 of the Commission's Regulations.

(b) Transparency Rule. All information required to be posted on Operator's EBB pursuant to the Commission's Standards of Conduct regulations, 18 CFR Part 358 including, but not limited to, identification of Operator's transmission function employees, information on affiliates that employ or retain marketing function employees, information on shared facilities, information or notice of disclosure of transmission function information, waivers, transfers of certain employees, potential mergers, voluntary consent information, and written procedures implementing compliance with the Standards of Conduct. All information will be provided under "Informational Postings" and will be updated as required by applicable regulation(s) issued by the Commission.

GENERAL TERMS AND CONDITIONS
(Continued)

26. Compliance with 18 CFR, Section 284.12

Except where this tariff provides to the contrary, Operator shall comply with the business practices and electronic communication standards incorporated by reference in Section 284.12 of the Commission's Regulations (18 CFR Section 284.12), as listed below:

NAESB Standards (Version 1.8*):
0.3.1 - 0.3.15; 1.3.2 (v-vi); 1.3.3 - 1.3.4; 1.3.9; 1.3.14; 1.3.17-1.3.18; 1.3.22 - 1.3.27; 1.3.29 - 1.3.77; 1.3.79; 1.4.1 - 1.4.7; 2.3.1; 2.3.9 - 2.3.10; 2.3.12; 2.3.15; 2.3.17; 2.3.20 - 2.3.21; 2.3.23; 2.3.27; 2.3.29 - 2.3.35; 2.3.40; 2.3.42 - 2.3.65; 2.4.1 - 2.4.18; 3.3.1 - 3.3.3; 3.3.5 - 3.3.13; 3.3.16 - 3.3.17; 3.3.20 - 3.3.26; 3.4.1 - 3.4.4; 4.3.1 - 4.3.3; 4.3.5; 4.3.16 - 4.3.18; 4.3.20; 4.3.22 - 4.3.36; 4.3.38 - 4.3.60; 4.3.61; 4.3.62; 4.3.65 - 4.3.69; 4.3.72 - 4.3.76; 4.3.78 - 4.3.87; 4.3.89 - 4.3.93; 5.3.9 - 5.3.11; 5.3.16 - 5.3.17; 5.3.20 - 5.3.25; 5.3.30 - 5.3.43; 5.3.46; 5.3.48 - 5.3.52; 5.3.54; 5.3.56 - 5.3.60; 5.4.1 - 5.4.23; 6.3.3; 6.5.2; 6.5.4; 10.3.1; 10.3.3 - 10.3.25

NAESB Definitions (Version 1.8):

0.2.1 - 0.2.3; 1.2.1 - 1.2.6; 1.2.8 - 1.2.19; 2.2.1 - 2.2.5; 3.2.1; 4.2.1 - 4.2.20; 5.2.1 - 5.2.3; 10.2.1 - 10.2.38

* Within 90 days following receipt of a request for such standards' implementation, Dominion Cove Point will comply with the EDI/EDM data sets pertaining to the request.

GENERAL TERMS AND CONDITIONS
(Continued)

27. Transmission Electric Power Costs Adjustment Provision

27.1 General

This section of the General Terms and Conditions sets forth the procedures pursuant to which Operator will collect from Buyers amounts paid by Operator for the transmission electric power costs used at Operator's electric powered compressor station located at Pleasant Valley, Virginia.

27.2 Conditions

(a) The Transmission Electric Power Cost rates set forth in Dominion Cove Point's Volume No. 1 Tariff may be increased to reflect a net positive change in Transmission Electric Power rates and shall be decreased to reflect a net negative change in Transmission Electric Power rates.

(b) Operator shall file with the Federal Energy Regulatory Commission to reflect net changes in the Transmission Electric Power rates at least 30 days prior to each April 1, which is the beginning date for the Transmission Electric Power Annual Period.

27.3 Definitions

(a) Cove Point East Buyer - A Buyer taking service from Operator under a firm service agreement executed in connection with Operator's Cove Point East Project, as an original Buyer, a successor to such a Buyer or as an Assignee of such a Buyer.

(b) Transmission Electric Power Annual Period - The annual period beginning April 1 and each annual period thereafter (except for the initial annual period which shall be the annual period beginning with the in-service date of the Cove Point East Project).

(c) Actual Transmission Electric Power Costs - The cost incurred by Operator for transmission electric power used at Operator's electric powered compressor station located at Pleasant Valley, Virginia. Operator shall classify the Actual Transmission Electric Power Costs between demand and commodity on an as-billed basis. Such actual cost shall include all charges attributable to any period encompassed by the effectiveness of this Section 27, including all refunds, surcharges, billing adjustments and interest, positive or negative.

(d) Estimated Transmission Electric Power Costs - The projected Transmission Electric Power Costs for the Transmission Electric Power Annual Period.

(e) Estimated Contract Demand - The projected annual contract demand attributable to services provided by Operator to Cove Point East Buyers to which Operator allocates or assigns transmission electric power cost.

(f) Estimated Commodity Volume Quantity - The projected annual commodity determinants attributable to services provided by Operator to Buyers transporting Natural Gas from west to east on Operator's system to which Operator allocates or assigns transmission electric power costs, which costs are collected through the commodity or volumetric rate component of such services.

(g) Deferral Period - The period of 12 months (except for the initial deferral period which shall be based on the in-service date of the Cove Point East Project) ending 3 months prior to the effective date of a change in rates filed pursuant to this Section 27.

GENERAL TERMS AND CONDITIONS
(Continued)

27. Transmission Electric Power Costs Adjustment Provision (continued)

27.4 Determination of the Current Transmission Electric Power Costs

Operator shall determine the Current Transmission Electric Power Rates for each Transmission Electric Power Annual Period by the following procedures:

(a) The Estimated Transmission Electric Power Costs shall be summed with the balance accumulated at the end of the Deferral Period in the Transmission Electric Power Deferred Account as determined in accordance with Section 27.5(a) below.
(b) The amounts determined in Section 27.4(a) above will be divided by the Estimated Contract Demand determinants or Estimated Commodity Volume Quantity determinants, as appropriate.

27.5 Transmission Electric Power Deferred Account (Account)

Operator shall maintain the Account for each Deferral Period in accordance with the following procedures:

(a) Operator shall determine each month the Actual Transmission Electric Power demand and commodity costs.
(b) Operator shall determine each month the actual recovery of Transmission Electric Power Costs by multiplying, as applicable, Operator's actual demand and commodity determinant by the Current Transmission Electric Power rate(s).
(c) Each month, Operator shall determine the difference, positive or negative, between the amount computed in Section 27.5(a) and 27.5(b) above and record such difference in a sub-account of Account No. 186 of the Uniform System of Accounts which Operator shall designate as a Transmission Electric Power Deferred Account. Interest shall be computed on the balance in Operator's Transmission Electric Power Deferred Account, positive or negative, based on the method prescribed in Section 154.501(d)(1) of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

28. Operational Sales and Purchases of Gas

(a) Operator may from time to time:

(i) sell Regasified LNG or other Natural Gas that it has retained or taken title to pursuant to the terms of these General Terms and Conditions, effective Rate Schedules, or Commission orders and that it desires to remove from its system for operational reasons; or

(ii) purchase LNG or other Natural Gas for operational reasons consistent with these General Terms and Conditions, effective Rate Schedules or Commission orders; and

(iii) Operator may make operational sales and purchases: (1) to balance fuel and lost and unaccounted for quantities; (2) to maintain system pressure and line pack; (3) to manage imbalance quantities; (4) to perform other operational functions of Operator in connection with transportation, storage, and other similar services; and (5) otherwise to protect the operational integrity of its system.

(b) Sales and/or purchases shall be made on an unbundled basis. The point of sale shall be at the outlet of Operator's LNG plant and the purchaser of the Regasified LNG or other Natural Gas shall be responsible for any transportation. The point of any purchase shall be at Operator's Receipt Point(s), at the points of interconnection with upstream pipelines prior to receipt into Operator's system or in Operator's LNG storage tanks. Operational sales or purchases shall have a lower transportation priority than firm service.

(c) Posting and Bidding:

(i) Prior to making any sales or purchases pursuant to this Section 28, Operator shall post a notice on its EBB seeking bids for operational sales or purchases. Operator's posting shall include at a minimum: (1) the daily quantities to be sold or purchased and whether the quantities are firm or interruptible; (2) the date(s) on which the quantities are to be sold or purchased; (3) the point(s) of receipt or delivery; (4) the method for communicating bids to Operator; and (5) any additional requirements as determined by Operator.

(ii) Each bid shall contain the following information: (1) bidders legal name and the name, title, address and phone number of the individual authorized to sell or purchase LNG, Regasified LNG or Natural Gas; (2) bidders price; (3) a completed bid form addressing all criteria requested by Operator in its posting; (4) and any conditions on the bid submission.

(iii) Operator shall evaluate bids and shall award the purchase or sale to the bidder having a bid containing the lowest price (if a purchase by Operator) or the highest price (if a sale by Operator) and otherwise matching the conditions set forth in the posting.

(iv) Operator reserves the right, in its sole discretion, (1) to withdraw its posting; (2) reject all bids due to operational changes; and (3) reject any bid that is not complete, contains modifications of the conditions set forth in the posting or contains conditions that are unacceptable to Operator.

(d) Operator will file an annual report on or before August 1 of each year reflecting the operational sales and purchases for the twelve month period ending the preceding April 30. The report will state: (1) the source of the gas sold and/or purchased; (2) the date of the sale and/or purchase; (3) the quantity sold or purchased; (4) the unit price; (5) the revenues and costs from the sale or purchase; and (6) the disposition of the associated costs and revenues.

GENERAL TERMS AND CONDITIONS
(Continued)

29. NEGOTIATED RATES

29.1 Notwithstanding anything to the contrary to this Tariff, Operator may charge a Negotiated Rate for service under any Rate Schedule to any Buyer that has access to recourse service, which shall be service at the applicable maximum tariff rates, including surcharges, pursuant to the applicable Rate Schedule, and Buyer agrees to pay such Negotiated Rate.

29.2 A Negotiated Rate shall mean a rate calculated pursuant to a rate formula or any rate for service where, for at least some portion of the contract term, one or more of the individual rate components exceeds the maximum charge, or is less than the minimum charge, for such component.

29.3 This Section does not authorize Operator to negotiate terms and conditions of services.

29.4 A Buyer paying for service under a Negotiated Rate higher than the maximum rate is deemed to have paid the maximum rates for purposes of scheduling, curtailment or interruption of service, capacity allocation, and bidding for available firm service.

29.5 Unless Operator files a service agreement containing a negotiated rate that proposes a material change from its Form of Service Agreement, Operator will file, at its option, at least one day prior to the effective date of such Negotiated Rate either the agreement or a numbered tariff sheet in this Tariff, stating: Buyer's exact legal name, the Negotiated Rate or rate formula, applicable Rate Schedule, Points of Receipt and Delivery, contract quantities, contract duration and an affirmation that the affected Service Agreement(s) does not deviate in any material aspect from the Form of Service Agreement in this Tariff. Operator shall file these descriptions in Sheet Nos. 550-599 of this Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

30. Notice of Incremental Services

Operator also provides the firm services identified in this Section 30, pursuant to Commission authorizations issued under Section 3 of the Natural Gas Act ("NGA")("Section 3 Firm Services"). These services generally are defined by and performed under separate contracts between Operator and its customers. Operator shall require all Section 3 Firm Service Buyers to comply with all of Operator's operating and safety procedures, as may be amended from time to time, and with all federal, State and local laws, rules and regulations pertaining, but not limited to, operations, environment, health and safety.

(a) 2004 Terminal Expansion. As authorized by the Commission in Docket No. CP05-130-000, Operator provides a Section 3 Firm LNG Tanker Discharge Service-Expansion that includes a total terminal sendout entitlement (MDDQ) of 800,000 Dth per day and a total maximum storage quantity (MCSQ) of 6.8 Bcf. This Section 3 Firm Service is limited to and shall not exceed these MDDQ and MCSQ entitlements; nor are these Section 3 Firm Service entitlements available for service under Section 7 rate schedules. In addition, Operator makes the following acknowledgments:

(1) For purposes of the listed sections of Rate Schedule LTD-1, this Section 3 Firm Service shall be treated as equivalent to service under Rate Schedule LTD-1: 2.3 (Applicability and Character of Service) with the express exception of the method of computing Buyer's MCSQ; 4.2(a),(b),(d),(e), and (f) (Timing and Contents of Nominations, Additional Information Requirements, Changes to Nominations, Changes to Molecular Composition and Heating Value of the LNG); 4.3(a) and (c) (LNG Vaporization Nominations); 4.4(a) and (b) (LNG Discharging Scheduling); 4.5(a) and (b) (LNG Vaporization Scheduling); 5.2(f) (Insurance for LNG Tankers); 5.3(f) (except for the crediting aspects) and (g)(LNG Discharging); 5.4(a),(c),(d), and (e)(Storage and Delivery of LNG); and 5.5(a) and (b)(Acceptance and Rejection of LNG). This Section 3 Firm Service shall be deemed to pay the otherwise-applicable LTD-1 fuel retainage percentage(s) in order to compute its contribution to LNG terminal fuel retainage.

(2) For purposes of the listed sections in these General Terms, this Section 3 Firm Service shall be treated as equivalent to service under Rate Schedule LTD-1: 1.41 (Retainage); 6 (Operating Conditions) with the express exception of (e)(Creditworthiness of Buyer); 8 (Natural Gas Quality), with the express exception of 8(h)(viii) (Nitrogen Injection Allocation Priorities); 12(c) (Failure to Comply with Operational Flow Orders) and 19 (Measurement and Testing).

GENERAL TERMS AND CONDITIONS
(Continued)

30. Notice of Incremental Services (Continued)

(3) For purposes of the listed sections of these General Terms, this Section 3 Firm Service shall be treated as a firm LNG tanker discharge service, equivalent in priority to the services provided under Rate Schedule LTD-1: 14 (Force Majeure); 15 (Capacity and Imbalance Allocations); 16 (Interruptions of Service) and 17 (Operational Flow Orders).

(4) A Section 3 Firm Service Buyer may elect to utilize the Coordinating Buyer provisions of Section 2.5 of Rate Schedule LTD-1, and upon such election, the Section 3 Firm Service shall be treated as equivalent to Rate Schedule LTD-1 for purposes of that Section; provided that any such Buyer separately must secure any necessary agreement of electing LTD-1 Coordinating Buyers with which it seeks to coordinate.

(5) In the event that (a) Operator provides LNG discharging service for any Buyer's tanker not meeting the specifications of Section 5.3(a) of Rate Schedule LTD-1, or (b) Operator provides LNG discharging service for any Buyer's tanker not meeting the specifications of Section 5.2(b) or (c), then regardless of whether that Buyer receives service under this Section 3 Firm Service or under Rate Schedule LTD-1, Operator shall post this activity on its EBB.

(6) For purposes of General Terms Section 8(h)(viii) (Nitrogen Injection Allocation Priorities), this Section 3 Firm Service shall have access to Operator's nitrogen injection capabilities so long as Operator has capability beyond that required to perform nominated LTD-1 service.

(7) Buyers of this Section 3 Firm Service shall have the right to initiate and to participate fully in proceedings before the Commission regarding this FERC Gas Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

31. REVENUE CREDITING

(a) Revenues to be credited by revenue category:

(1) One hundred percent (100%) of the Base Tariff Rate Reservation component of the revenues from Rate Schedule LTD-2;

(2) One hundred percent (100%) of the Base Tariff Rate Commodity revenues from Rate Schedule OTS;

(3) Ninety percent (90%) of the Base Tariff Rate Reservation component of the revenues from Rate Schedule ITS; and

(4) Ninety percent (90%) of the Base Tariff Rate Reservation component of (i) the overrun revenues from all Rate Schedules and (ii) the revenues from Rate Schedule FTS service agreements with terms of less than one year.

(b) Revenue credit eligibility:

(1) Rate Schedule LTD-2 revenues described in Section 31(a)(1) above shall be allocated among Buyers taking service under Rate Schedules LTD-1, FPS-1, FPS-2 and FPS-3;

(2) Rate Schedule OTS commodity revenues described in Section 31(a)(2) above shall be allocated among Buyers taking service under Rate Schedules FPS-1, FPS-2 and FPS-3;

(3) Rate Schedule ITS revenues described in 31(a)(3) above, short-term Rate Schedule FTS revenues described in Section 31(a)(4) above and FTS overrun revenues described in 31(a)(4) above shall be allocated among all Buyers taking service under Rate Schedule FTS, including Cove Point East Buyers; and

(4) Overrun revenues from Rate Schedules LTD-1, FPS-1, FPS-2 and FPS-3 described in Section 31(a)(4) above shall be allocated among Buyers taking service under Rate Schedules LTD-1, FPS-1, FPS-2 and FPS-3.

(c) The revenue identified for each revenue category set forth in Section 31(b) above shall be allocated based on each respective Buyer's actual base reservation revenue contribution as a percentage of the total base reservation revenue contribution of all eligible Buyers during the annual revenue crediting period (or portion thereof, if applicable).

(d) Operator shall refund the June 30 balances for each revenue category, including interest, by September 1 of each year. Refunds shall be distributed by check, wire transfer or as a separately identifiable credit to Buyer's invoice for August business, as requested by Buyer. However, where Buyer's refund is less than $10,000 or where Buyer has failed to notify Operator of its desired method of distribution, Operator shall determine the method of distribution.

(e) By no later than October 1 of each year, Operator shall file a report with the Commission setting forth the amount of revenues, by Rate Schedule, credited to each customer.

(f) Revenues subject to crediting that are collected by Operator shall accrue interest calculated pursuant to Section 154.501(d) of the Commission's regulations until distributed.

Sheet Nos. 287 - 399 Sheet Nos. 287 - 399 : Effective

Reserved for future use.

Sheet No. 287 Sheet No. 287

Reserved for future use.

GENERAL TERMS AND CONDITIONS
(Continued)

33. NON-CONFORMING SERVICE AGREEMENTS

33.1 Statoil Natural Gas LLC, Rate Schedule FTS, original service agreement dated September 22, 2009 (Contract No. FTS3006)

Sheet Nos. 289 - 399 Sheet Nos. 289 - 399

Reserved for future use.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULES: LTD-1, LTD-2, FPS-1, FPS-2, FPS-3, FTS, ITS and OTS

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this_____day of_____, by and between
DOMINION COVE POINT LNG, LP ("Operator") and
_____("Buyer").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Operator shall perform and Buyer shall receive [LTD-1,LTD-2,FPS-1, FPS-2,FPS-3,FTS,ITS or OTS] service in accordance with the provisions of the effective Rate Schedule, the applicable General Terms and Conditions of Operator's FERC Gas Tariff, Original Volume No. 1, on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission and the terms and conditions of this Service Agreement including Appendices A [and B]. The maximum obligation of Operator to provide [LTD-1,LTD-2,FPS-1, FPS-2,FPS-3,FTS,ITS or OTS] service to or for Buyer is specified in Appendix A, as the same may be amended from time to time by agreement between Buyer and Operator. Service hereunder shall be provided subject to the provisions of Subpart _____ of Part 284 of the Commission's regulations. [For Subpart B service, Buyer warrants that service hereunder is being provided on behalf of _____, a local distribution company or an intrastate pipeline.]

Section 2. Term. Service under this Agreement shall commence as of _____ and shall continue in full force and effect until_____[and _____ to _____ thereafter] unless terminated by written notice from one party to the other upon _____ notice. 1/ Pre-granted abandonment shall apply upon termination of this Agreement; provided however, that Buyer shall have any rights of first refusal applicable under Operator's FERC Gas Tariff [unless agreed otherwise as reflected in Appendix B].

Section 3. Rates. Unless otherwise agreed to by the parties in writing, and subject to Appendix B attached hereto, (if applicable), Buyer shall pay Operator the maximum charges and furnish Retainage as set forth in the above-referenced Rate Schedule and Tariff for [LTD-1,LTD-2,FPS-1, FPS-2,FPS-3,FTS,ITS or OTS] service.

Section 4. Notices. Notices to Operator under this Agreement shall be addressed to it at 701 East Cary Street, Richmond, VA 23219 and notices to Buyer shall be addressed to it at Attention_____, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements:

[BUYER]	DOMINION COVE POINT LNG, LP
By_____	By_____
Title_____	Title_____
Date _____	Date _____

1/ In lieu of "unless terminated by written notice from one party to the other upon _____ notice", the

following alternative notice of termination may be used, "provided however, that either party may terminate this
Agreement at any time by giving _____ month(s) prior written notice of termination to the other party to be
effective at the end of the month of such termination."

Effective Date: 09/06/2005 Status: Effective
FERC Docket: RP04-428-002

Sheet Nos. 401 - 404 Sheet Nos. 401 - 404 : Effective

Reserved for future use.

FORM OF SERVICE AGREEMENT
APPLICABLE TO TITLE TRANSFER TRACKING AT SPECIFIED POINTS
UNDER RATE SCHEDULE TTT

TTT AGREEMENT made as of this _____ day of _____,_____, by and between Dominion Cove Point LNG, LP (Cove Point), hereinafter called "Operator," and_____, hereinafter called "Buyer."

WHEREAS, from time to time, Buyer, its customers and principals obtain rights for transportation service from Cove Point, under which these parties have the right to deliver natural gas into, move gas through, or receive gas from, various Cove Point facilities, in accordance with Service Agreements that have been entered into in accordance with Cove Point's FERC Gas Tariff (the "Subject Service Agreements"); and,

WHEREAS, Buyer, on behalf of itself, its customers and principals, arranges for various services in conjunction with the performance required or permitted by Cove Point under the Subject Service Agreements; and,

WHEREAS, in the course of performing such services, Buyer may identify and obtain sources and/or markets on behalf of shippers under the Subject Service Agreements, the identity of which Buyer seeks to protect for commercial purposes; and,

WHEREAS, to that end, Operator and Buyer have agreed to procedures that will accommodate Buyer's nomination of quantities of gas at points of interconnection between Operator and other interstate pipelines, for the limited purpose of tracking title transfers among buyers and sellers of such quantities; which procedures do not entitle Buyer to receive any service under Operator's FERC Gas Tariff separate from the entitlements under the Subject Service Agreements, nor do they entitle Buyer to maintain physical imbalances on Operator's system.

THEREFORE, WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article I. Quantities

A. During the term of this TTT Agreement, Operator will accept nominations for Title Transfer Tracking ("TTT") Service from Buyer, in accordance with the procedures set forth in Article V, below. All accounting receipt data provided by Buyer to Operator at each Eligible Point must be accompanied by a corresponding nomination for accounting delivery at such Eligible Point; otherwise, Operator shall be entitled to reject nomination data provided by Buyer for any Eligible Point at which accounting receipts do not equal accounting deliveries. This equalization requirement shall apply to TTT Service hereunder every Day, regardless of any capacity constraint, operational flow order, curtailment requirement, or operating limitation that may be imposed on the Subject Service Agreements.

B. Operator's obligation to accept nominations hereunder shall be limited to the contractual entitlements of Buyer, its customers, or its principals-- as shippers under the Subject Service Agreements -- to receive service from Operator as confirmed under this Agreement.

C. Nothing under this Agreement shall convey to Buyer any right to service by Operator. The transportation of gas nominated for TTT Service in accordance with this Agreement requires that the Buyer, its customers, or its principals obtain entitlement to service from Operator under another Service Agreement, in accordance with all applicable provisions of Operator's FERC Gas Tariff.

FORM OF SERVICE AGREEMENT
APPLICABLE TO TITLE TRANSFER TRACKING AT SPECIFIED POINTS
UNDER RATE SCHEDULE TTT

Article II. Term of Agreement

Subject to all terms and conditions herein, this TTT Agreement shall be effective as of _____, and shall continue in effect for a primary term through _____ and from month to month thereafter, until either party terminates this TTT Agreement by giving one month's prior written notice to the other. Operator shall also have the unilateral right to terminate this Agreement within 24 hours in the event that Operator determines that Buyer failed to comply with the terms of Rate Schedule TTT.

Article III. Rate

A. Unless otherwise mutually agreed in a written amendment to this TTT Agreement, Buyer shall pay Operator for services nominated hereunder the maximum applicable rates and charges, as established under Rate Schedule TTT and set forth on Sheet No. 13 of Operator's effective FERC Gas Tariff, including any surcharges. Buyer may also incur charges under the associated Subject Service Agreements.

B. Operator shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file and make effective superseding rate schedules for the purpose of changing the rate, charges and other provisions thereof effective as to Buyer. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this TTT Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Buyer to contest or oppose such filing and its effectiveness.

Article IV. Eligible Points

A. Nominations for subsequent physical delivery downstream from each Eligible Point established hereunder must be performed under a valid Subject Service Agreement. Operator's confirmation of TTT Service at Eligible Points shall be subject to Operator's determination:

1. that sufficient capacity is available to accommodate the nominated service(s), consistent with scheduling priorities otherwise applicable to the affected Subject Service Agreement(s); and

2. that shipper(s) have nominated corresponding services under effective Subject Service Agreement(s) with Operator that include receipt point or delivery point entitlements as necessary to accommodate TTT Service nominated hereunder.

B. Operator shall provide to Buyer logical meter numbers to be used exclusively for nominations of accounting receipts and deliveries on Operator's system through the procedures established in this TTT Agreement. Eligible Points established for nomination of TTT Services hereunder shall be posted on Operator's EBB.

FORM OF SERVICE AGREEMENT
APPLICABLE TO TITLE TRANSFER TRACKING AT SPECIFIED POINTS
UNDER RATE SCHEDULE TTT

Article V. Procedures

Buyer and Operator shall perform TTT Services hereunder pursuant to the procedures set forth in Section 7 of Operator's Rate Schedule TTT, as that Rate Schedule may be amended from time to time.

Article VI. Incorporation by Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this TTT Agreement, the following provisions of Operator's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

A. All of the provisions of Rate Schedule TTT, or any effective superseding rate schedule or otherwise applicable rate schedule; and
B. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

Article VII. Miscellaneous

A. No change, modification or alteration of this TTT Agreement shall be or become effective until executed in writing by the parties hereto.

B. Any notice, request or demand provided for in this TTT Agreement, or any notice that either party may desire to give the other, shall be in writing and sent to the following addresses:

Operator:	Buyer:
Dominion Cove Point LNG, LP	_____
701 East Cary Street	_____
Richmond, Virginia 23219	_____
Att'n: _____	Att'n:_____
(Title)	(Title)

or at such other address as either party shall designate by formal written notice to the other.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this TTT Agreement.

D. The subject headings of the provisions of this TTT Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

FORM OF SERVICE AGREEMENT
APPLICABLE TO TITLE TRANSFER TRACKING AT SPECIFIED POINTS
UNDER RATE SCHEDULE TTT

E. Each party to this TTT Agreement bears responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the TTT Agreement causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. The offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party, including without limitation actual damages, litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions. This TTT Agreement does not contemplate any third party beneficiaries.

ARTICLE VIII. Prior Contracts

This TTT Agreement shall supersede and cancel, as of the effective date, the TTT Agreement between Buyer and Operator dated _____.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this TTT Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Cove Point LNG, LP (OPERATOR)	_____ (BUYER)
By: _____	By:_____
Its: _____ (Title)	Its:_____ (Title)

Sheet Nos. 409 - 449 Sheet Nos. 409 - 449 : Effective

Reserved for future use.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE: LTD-1

APPENDIX A

to

LTD-1 SERVICE AGREEMENT
between Dominion Cove Point LNG, LP (Operator)
and _____ (Buyer)

Quantity: Maximum Daily Delivery Quantity _____Dth (MDDQ)
Incremental Sendout Quantity _____Dth (ISQ)

Receipt/Delivery Points:

Primary Receipt Points for Natural Gas:

Operator's LNG Storage Tanks _____ Maximum Daily Quantity (Dth/day)]

Primary Delivery Point for LNG:

Operator's LNG Storage Tanks _____Maximum Daily Quantity (Dth/day)

Other Terms and Conditions:

Service Changes pursuant to this Appendix A shall commence as of _____. This Appendix A
shall cancel and supersede the previous Appendix A to this Service Agreement dated
_____. With the exception of this Appendix A, all other terms and conditions of said
Service Agreement shall remain in full force and effect.

[BUYER]

By _____
Title _____
Date _____

DOMINION COVE POINT LNG, LP

By _____
Title _____
Date _____

Sheet Nos. 451 - 454 Sheet Nos. 451 - 454 : Effective

Reserved for future use.

____

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE: LTD-2

APPENDIX A

to

LTD-2 SERVICE AGREEMENT
between Dominion Cove Point LNG, LP (Operator)
and _____ (Buyer)

Quantity: Maximum Daily Delivery Quantity _____ dth (MDDQ)
Maximum Daily Storage Quantity _____ dth (MCSQ)

The Master List of Interconnects ("MLI") as published on Operator's Electronic Bulletin Board is incorporated herein by reference for purposes of listing valid interruptible delivery points.

Service Changes pursuant to this Appendix A shall commence as of _____. This Appendix A shall cancel and supercede the previous Appendix A to this Service Agreement effective as of _____, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

BUYER	DOMINION COVE POINT LNG, LP
By	By
Title	Title
Date _____	Date _____

____

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE: LTD-2

APPENDIX A

to

LTD-2 SERVICE AGREEMENT
between Dominion Cove Point LNG, LP (Operator)
and _____ (Buyer)

Quantity: Maximum Daily Delivery Quantity _____ Dth (MDDQ)
Maximum Daily Storage Quantity _____ Dth (MCSQ)

Service Changes pursuant to this Appendix A shall commence as of _____. This Appendix A shall cancel and supercede the previous Appendix A to this Service Agreement effective as of _____, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

BUYER	DOMINION COVE POINT LNG, LP
By	By
Title	Title
Date _____	Date _____

Sheet Nos. 456 - 459 Sheet Nos. 456 - 459 : Effective

Reserved for future use.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULES FPS-1, FPS-2 and FPS-3

Appendix A
to
FPS-__ Service Agreement
between Dominion Cove Point LNG, LP (Operator)
and (Buyer)

Quantity: Maximum Contract Peaking Quantity: Dth (MCPQ)
Maximum Daily Peaking Quantity: Dth (MDPQ)

Receipt Points/Delivery Points:

Primary Receipt Points for LNG
Operator's LNG Storage Tanks Maximum Daily Quantity (Dth/day)

Primary Delivery Points for LNG
Operator's LNG Storage Tanks Maximum Daily Quantity (Dth/day)

Other Terms and Conditions:

Service changes pursuant to this Appendix A shall commence as of . This Appendix A shall cancel and supersede the previous Appendix A to the Service Agreement dated _____. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(BUYER)	DOMINION COVE POINT LNG, LP
By	By
Title	Title
Date	Date

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULES FPS-1, FPS-2 and FPS-3

Appendix A
to
FPS-__ Service Agreement
between Dominion Cove Point LNG, LP (Operator)
and_____(Buyer)

Quantity: Maximum Contract Peaking Quantity: _____Dth (MCPQ)
Maximum Daily Peaking Quantity: _____Dth (MDPQ)

Receipt Points/Delivery Points:

Primary Receipt Points [for LNG and/or Natural Gas]
_____ _____Maximum Daily Quantity (Dth/day)

Primary Delivery Points [for LNG/ Natural Gas]
_____ _____Maximum Daily Quantity (Dth/day)

Other Terms and Conditions:

Service changes pursuant to this Appendix A shall commence as of_____. This Appendix A shall
cancel and supersede the previous Appendix A to the Service Agreement dated _____. With the
exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full
force and effect.

(BUYER)	DOMINION COVE POINT LNG, LP
By _____	By _____
Title _____	Title _____
Date _____	Date _____

Sheet Nos. 461 - 464 Sheet Nos. 461 - 464 : Effective

Reserved for future use.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

Appendix A
to
FTS Service Agreement
between Dominion Cove Point LNG, LP (Operator)
and (Buyer)

Maximum Firm Transportation Quantity (MFTQ): (Dth/day)
FTS Service IS/IS NOT being performed as the Elected FTS Service option pursuant to Rate Schedule FPS-1, FPS-2 or FPS-3.

Primary Receipt Points

Measuring Sta. Name	Maximum Daily Quantity (Dth/day)

Primary Delivery Points

Measuring Sta. Name	Maximum Daily Quantity (Dth/day)

The Master List of Interconnects (MLI) as published on Operator's Electronic Bulletin Board is incorporated herein by reference for the purposes of listing valid secondary receipt points and delivery points.

Service changes pursuant to this Appendix A shall become effective as of . This Appendix A shall cancel and supersede the previous Appendix A effective as of , to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(BUYER)	DOMINION COVE POINT LNG, LP
By	By
Title	Title
Date	Date

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

Appendix A
to
FTS Service Agreement
between Dominion Cove Point LNG, LP (Operator)
and (Buyer)

Maximum Firm Transportation Quantity (MFTQ): (Dth/day)

Primary Receipt Points

Measuring Sta. Name	Maximum Daily Quantity (Dth/day)

Primary Delivery Points

Measuring Sta. Name	Maximum Daily Quantity (Dth/day)

The Master List of Interconnects (MLI) as published on Operator's Electronic Bulletin Board is incorporated herein by reference for the purposes of listing valid secondary receipt points and delivery points.

Service changes pursuant to this Appendix A shall become effective as of . This Appendix A shall cancel and supersede the previous Appendix A effective as of , to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(BUYER)	DOMINION COVE POINT LNG, LP
By	By
Title	Title
Date	Date

Sheet Nos. 466 - 469 Sheet Nos. 466 - 469 : Effective

Reserved for future use.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS

Appendix A
to
ITS Service Agreement
between Dominion Cove Point LNG, LP (Operator)
and (Buyer)

Interruptible Transportation Quantity (ITQ): Dth/day

The Master List of Interconnects (MLI) as published on Operator's Electronic Bulletin Board is incorporated herein by reference for purposes of listing valid interruptible receipt points and delivery points.

Service changes pursuant to this Appendix A shall become effective as of . This Appendix A shall cancel and supersede the previous Appendix A effective as of , to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(BUYER)	DOMINION COVE POINT LNG, LP
By	By
Title	Title
Date	Date

Sheet Nos. 471 - 474 Sheet Nos. 471 - 474 : Effective

Reserved for future use.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE OTS

Appendix A
To OTS Service Agreement
between Dominion Cove Point LNG, LP (Operator)
and (Buyer)

Maximum Firm Transportation Quantity (MFTQ): (Dth/day)

Primary Receipt Points

Measuring Sta. Name	Maximum Daily Quantity (Dth/day)

Primary Delivery Points

Measuring Sta. Name	Maximum Daily Quantity (Dth/day)

The Master List of Interconnects (MLI) as published on Operator's Electronic Bulletin Board is incorporated herein by reference for the purposes of listing valid secondary receipt points and delivery points.

Service changes pursuant to this Appendix A shall become effective as of _____. This Appendix A shall cancel and supersede the previous Appendix A effective as of _____, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(BUYER)	DOMINION COVE POINT LNG, LP
By	By
Title	Title
Date _____	Date _____

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULES LTD-1, LTD-2, FPS-1, FPS-2, FPS-3, FTS, ITS and OTS

Appendix B
to
[LTD-1, LTD-2, FPS-1, FPS-2, FPS-3, FTS, ITS or OTS] Service Agreement
Between Dominion Cove Point LNG, LP (Operator)
and _____ (Buyer)

Rates and Charges:

Contractual Right of First Refusal (if applicable):

Term provisions agreed to pursuant to Section 5.(b) (2) of the GT&C of Operator's FERC Gas Tariff (if applicable):

Minimum or maximum pressures at delivery points agreed to pursuant to Section 9(a) of the GT&C of Operator's
FERC Gas Tariff (if applicable):

This Appendix B shall become effective as of _____ and shall cancel and supersede the
previous Appendix B to the Service Agreement dated_____. With the exception of this Appendix B,
all other terms and conditions of said Service Agreement shall remain in full force and effect.

[BUYER]	DOMINION COVE POINT LNG, LP
By _____	By _____
Title _____	Title _____
Date _____	Date _____

FORM OF SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE

AGREEMENT made as of this _____, by and between Dominion Cove Point LNG, LP, (Cove Point), a Delaware Limited Partnership, hereinafter called "Operator," and _____, a _____ corporation, hereinafter called "Customer."

WHEREAS, Operator's Tariff provides that Operator's Customers may release capacity contracted for under a firm transportation service agreement; and

WHEREAS, Customer desires to obtain released capacity as a Replacement Customer under Operator's Capacity Release Program, at the terms set forth in the Bid Agreement(s) submitted electronically by Customer via Operator's EBB in accordance with Operator's FERC Gas Tariff;

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I
Quantities, Receipt and Delivery Points, and Other Terms

A. Subject to the execution of a Bid Agreement(s) in accordance with the terms and conditions of Operator's tariff, during the term of this Agreement, Customer may tender to Operator Gas for transportation, Operator shall transport Gas for Customer and Customer shall take from Operator the quantities transported, all as set forth in the effective Bid Agreement(s), set forth in Exhibit A.

B. The maximum quantities of gas that Operator shall receive, transport and deliver and that Customer may tender and take shall be as set forth on the effective electronic Bid Agreement(s), subject to any limitations imposed under Section 10 of the General Terms and Conditions of Operator's Tariff; provided, however, that at no time may Customer tender or take quantities in excess of the quantities specified in the Bid Agreement(s) unless otherwise authorized (e.g., to make up imbalances).

C. The quantity released, Receipt and Delivery Points, character of service, Rate Schedule and duration of the release shall be specified in the Bid Agreement(s).

ARTICLE II
Rate

A. Customer shall pay Operator the Reservation Charges specified in each Bid Agreement. Unless Operator has specifically agreed in writing to provide a discounted usage charge for transportation services rendered pursuant to this Agreement, Customer shall pay Operator the maximum usage rates and charges provided under the Rate Schedule applicable to the Service Agreement under which Customer has received released capacity, which rates are set forth in Operator's effective FERC Gas Tariff, including applicable charges, surcharges and the Transportation Fuel Retention Percentage.

FORM OF SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE

B. Operator shall have the unilateral right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) the section regarding "Applicability and Character of Service" of the firm service rate schedule under which Customer has obtained capacity through this Agreement, and (ii) term shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect until _____, and [from ____ to _____ thereafter, until either party terminates this Agreement by giving written notice to the other upon ____ notice.]

ARTICLE IV
Regulatory Approval

Performance under this Agreement by Operator and Customer shall be contingent upon Operator and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Operator and Customer be denied such approvals to provide or continue the service contemplated or to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Operator's and Customer's obligations hereunder shall terminate.

Article V
Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Operator's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

A. All of the provisions of the applicable Rate Schedule applicable to the Service Agreement under which Customer has received released capacity, or any effective superseding rate schedule or otherwise applicable rate schedule; and

B. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

FORM OF SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE

ARTICLE VI
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VI.A requires a further written agreement either prior to the making of any request or filing permitted under Article II.B. hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II.B. must be made under Section 7 or Section 4 of the Natural Gas Act.

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Operator: Dominion Cove Point, LNG, LP
701 East Cary Street
Richmond, VA 23219
Attention: _____
Officer/Title

Customer:

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

FORM OF SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE

[If applicable:

ARTICLE VII
Prior Contract

This Service Agreement shall supersede and cancel, as of its effective date, the Service Agreement for transportation service between Customer and Operator dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion Cove Point LNG, LP (Operator)	_____ (Customer)
By: _____	By: _____
Its: _____ (Title)	Its: _____ (Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO CAPACITY RELEASE

EXHIBIT A

(Bid Agreement)
To the Service Agreement
Applicable to Transportation of Gas
Under the Capacity Release Program
Dated _____
Between Dominion Cove Point, LNG, LP and _____

Customer shall electronically submit its completed bid via Operator's EBB, which shall serve as the executed "Bid Agreement". Upon award by Operator via Operator's EBB, the Bid Agreement shall serve as the Exhibit to this Agreement.

Sheets Nos. 481 - 489 Sheets Nos. 481 - 489

Reserved For Future Use

REQUEST FOR SERVICE FORM
DOMINION COVE POINT LNG, LP

A completed form must be submitted for each Rate Schedule requested.

1. TYPE OF SERVICE (Please check)

A. Rate Schedule
____1. Firm LNG Tanker Discharging Service (LTD-1)
____2. Firm Peaking Service FPS-1 (10-day)
____3. Firm Peaking Service FPS-2 (5-day)
____4. Firm Peaking Service FPS-3 (3-day)
____5. Firm Transportation Service (FTS)
____6. Interruptible LNG Tanker Discharging Service (LTD-2)
____7. Interruptible Transportation Service (ITS)
8. Off-Peak Firm Transportation Service (OTS)

B. Authority
____1. Part 284, Subpart B (NGPA _ 311)
____2. Part 284, Subpart G (Blanket Certificate)

C. Transportation Service

If Requestor is seeking service hereunder to be implemented pursuant to Section 311 of the NGPA, attach certification by the local distribution company or intrastate pipeline company, as defined in the NGPA, on whose behalf the service is requested, that such service is authorized to be provided within the meaning of 18 C.F.R. Section 284.102(d)(3), if the local distribution company will not have physical custody of and transport the gas or will not hold title to the gas.

Service to be provided on behalf of:
, a/an:

____1. Local Distribution Company
____2. Intrastate Pipeline Company
____3. Interstate Pipeline Company
____4. End user

REQUEST FOR SERVICE FORM
(Continued)

2. IDENTITY OF BUYER

A. Legal Name: _____

B. Mailing Address:
_____
_____
_____
_____

C. Street Address:
(if different from B, no P.O. Boxes)
_____

D. Billing Address:
(if different from B)
_____
_____
_____
_____

E. Energy Information Administration (EIA) Code (if known) _____

F. Contact Person: (Name) _____
(Phone) _____
(Fax No.) _____

G. State of Incorporation/Business Type
(State) _____
(Type, e.g. corporation, general partnership) _____

H. Buyer is:

___ 1. Local Distribution Company
___ 2. Intrastate Pipeline Company
___ 3. Interstate Pipeline Company
___ 4. Enduser
___ 5. Producer
___ 6. Marketer
___ 7. Other: _____

REQUEST FOR SERVICE FORM
(Continued)

3. AFFILIATIONS

A. Is Buyer an affiliate of Dominion Cove Point LNG, LP? Yes No
B. If yes, identify: _____
C. Is gas to be transported/liquefied purchased from a supplier/ marketer affiliated with Dominion Cove Point LNG, LP? Yes No
D. If yes, identify supplier: _____

4. COMMENCEMENT DATE REQUESTED: _____/_____/_____

5. TERMINATION DATE REQUESTED: _____/_____/_____

6. FIRM QUANTITIES
A. Rate Schedule LTD-1 (MDDQ): _____ Dth/Day
B. Rate Schedule FPS-1 (MDPQ): _____ Dth/Day
C. Rate Schedule FPS-2 (MDPQ): _____ Dth/Day
D. Rate Schedule FPS-3 (MDPQ): _____ Dth/Day
E. Rate Schedule FTS (MFTQ): _____ Dth/Day
F. Rate Schedule OTS (MFTQ): _____ Dth/Day

7. INTERRUPTIBLE QUANTITIES
A. Rate Schedule LTD-2 (MDDQ): _____ Dth/Day
B. Rate Schedule LTD-2 (MCSQ): _____ Dth
C. Rate Schedule ITS (ITQ): _____ Dth/Day

8. RECEIPT POINT(S)
A. For each requested Receipt Point, list the following:

1. Receipt Measuring Station name.
2. Quantity to be delivered to Seller (Dth/Day).
3. Name of upstream entity delivering gas.

Primary Receipt Point: 1. _____
2. _____
3. _____

Secondary Receipt Point: 1. _____
2. _____
3. _____

REQUEST FOR SERVICE FORM
(Continued)

9. DELIVERY POINT(S)

A. For each requested Delivery Point, list the following:

1. Delivery Measuring Station Name.
2. Quantity to be delivered by Seller (dth/day).
3. Name of downstream entity receiving gas.

Primary Receipt Point: 1. _____
2. _____
3. _____

Secondary Receipt Point: 1. _____
2. _____
3. _____

10. REGULATORY APPROVALS

List any regulatory approvals required by Requestor to commence service:

Requestor certifies that the information contained in this Request for Service is complete and accurate to the best of Requestor's knowledge and that all regulatory approvals that are necessary for gas to be received into and delivered from Seller's facilities have been obtained or applied for by Requestor except as otherwise noted.

Requestor (Buyer):
Signed By :
Title :
Date : / /

Sheet Nos. 494 - 499 Sheet Nos. 494 - 499 : Effective

Reserved for future use.

LNG INVENTORY TRANSFER FORM

DOMINION COVE POINT LNG, LP

_____, a Buyer of service from Dominion Cove Point LNG, LP (Operator) under Service Agreement No._____ under Operator's _____ Rate Schedule (Transferor), requests, pursuant to Section 11 of the General Terms and Conditions of Operator's FERC Gas Tariff, to transfer _____ Dth to _____, a Buyer of service from Operator under Service Agreement No. _____ under Operator's _____ Rate Schedule (Transferee). Transferee agrees to the transfer of such quantities to its account under its said Service Agreement. Receipt of this form by Operator and Operator's notice of acceptance sent to Transferor and Transferee shall constitute a binding contract between the parties.

Transferor	Transferee
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ACCEPTED REJECTED

Dominion Cove Point LNG, LP

Name:

Title:

Date (and Effective Date if accepted):

Sheet Nos. 501 - 504 Sheet Nos. 501 - 504 : Effective

Reserved for future use.

Second Revised Sheet No. 505 Second Revised Sheet No. 505
Superseding: First Revised Sheet No. 505

Reserved For Future Use

Reserved For Future Use

Sheet Nos. 507 - 514 Sheet Nos. 507 - 514 : Effective

Reserved for future use.

Reserved For Future Use

Reserved For Future Use

Reserved For Future Use

Sheet Nos. 518 - 549 Sheet Nos. 518 - 549 : Effective

Reserved for future use.

NEGOTIATED RATES

A. Company Name - Contract Number:
BP Energy Company (BP) - LTD3005.

B. Negotiated Rate or Rate Formula:
BP shall pay Operator a reservation charge of $0.50 per Dth per month on a year-round basis for each Dth of ISQ, with reservation charge credits of $0.0164 per Dth for each Dth of nominated ISQ that Operator fails to provide on any day that is not expressly excused pursuant to the provisions of Rate Schedule LTD-1 or other provisions of Operator's FERC Gas Tariff.

C. Applicable Rate Schedule:
LTD-1

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
Operator's LNG Storage Plant

F. Contract Quantities:
A Maximum Incremental Sendout Quantity ("ISQ") of 83,333 Dth per Day.

G. Contract Duration:
Contract LTD3005 has a primary expiration date of 8/18/2023.

H. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

NEGOTIATED RATES

A. Company Name - Contract Number:
BP Energy Company (BP) - LTD3005.

B. Negotiated Rate or Rate Formula:
BP shall pay Operator a reservation charge of $2.27 per Dth per month on a year-round basis for each Dth of ISQ, with reservation charge credits of $0.0746 per Dth for each Dth of nominated ISQ that Operator fails to provide on any day that is not expressly excused pursuant to the provisions of Rate Schedule LTD-1 or other provisions of Operator's FERC Gas Tariff.

C. Applicable Rate Schedule:
LTD-1

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
Operator's LNG Storage Plant

F. Contract Quantities:
A Maximum Incremental Sendout Quantity ("ISQ") of 83,333 Dth per Day.

G. Contract Duration:
Contract LTD3005 has a primary expiration date of 8/18/2023.

H. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

NEGOTIATED RATES

A. Company Name - Contract Number:
Shell NA LNG LLC (Shell) - LTD3003.

B. Negotiated Rate or Rate Formula:
Shell shall pay Operator a reservation charge of $0.50 per Dth per month on a year-round basis for each Dth of ISQ, with reservation charge credits of $0.0164 per Dth for each Dth of nominated ISQ that Operator fails to provide on any day that is not expressly excused pursuant to the provisions of Rate Schedule LTD-1 or other provisions of Operator's FERC Gas Tariff.

C. Applicable Rate Schedule:
LTD-1

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
Operator's LNG Storage Plant

F. Contract Quantities:
A Maximum Incremental Sendout Quantity ("ISQ") of 83,333 Dth per Day.

G. Contract Duration:
Contract LTD3003 has a primary expiration date of 8/18/2023.

H. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

NEGOTIATED RATES

A. Company Name - Contract Number:
Shell NA LNG LLC (Shell) - LTD3003.

B. Negotiated Rate or Rate Formula:
Shell shall pay Operator a reservation charge of $2.27 per Dth per month on a year-round basis for each Dth of ISQ, with reservation charge credits of $0.0746 per Dth for each Dth of nominated ISQ that Operator fails to provide on any day that is not expressly excused pursuant to the provisions of Rate Schedule LTD-1 or other provisions of Operator's FERC Gas Tariff.

C. Applicable Rate Schedule:
LTD-1

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
Operator's LNG Storage Plant

F. Contract Quantities:
A Maximum Incremental Sendout Quantity ("ISQ") of 83,333 Dth per Day.

G. Contract Duration:
Contract LTD3003 has a primary expiration date of 8/18/2023.

H. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

NEGOTIATED RATES

A. Company Name - Contract Number:
Statoil Natural Gas LLC (Statoil) - 5L00001.

B. Negotiated Rate or Rate Formula:
Statoil shall pay Operator a reservation charge of $0.50 per Dth per month on a year-round basis for each Dth of ISQ, with reservation charge credits of $0.0164 per Dth for each Dth of nominated ISQ that Operator fails to provide on any day that is not expressly excused pursuant to the provisions of Rate Schedule LTD-1 or other provisions of Operator's FERC Gas Tariff.

C. Applicable Rate Schedule:
LTD-1

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
Operator's LNG Storage Plant

F. Contract Quantities:
A Maximum Incremental Sendout Quantity ("ISQ") of 83,333 Dth per Day.

G. Contract Duration:
Contract 5L00001 has a primary expiration date of 8/18/2023.

H. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

NEGOTIATED RATES

A. Company Name - Contract Number:
Statoil Natural Gas LLC (Statoil) - 5L00001.

B. Negotiated Rate or Rate Formula:
Statoil shall pay Operator a reservation charge of $2.27 per Dth per month on a year-round basis for each Dth of ISQ, with reservation charge credits of $0.0746 per Dth for each Dth of nominated ISQ that Operator fails to provide on any day that is not expressly excused pursuant to the provisions of Rate Schedule LTD-1 or other provisions of Operator's FERC Gas Tariff.

C. Applicable Rate Schedule:
LTD-1

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
Operator's LNG Storage Plant

F. Contract Quantities:
A Maximum Incremental Sendout Quantity ("ISQ") of 83,333 Dth per Day.

G. Contract Duration:
Contract 5L00001 has a primary expiration date of 8/18/2023.

H. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

NEGOTIATED RATES

A. Company Name - Contract Number:
Statoil Natural Gas LLC (Statoil) - FTS3006.

B. Negotiated Rate or Rate Formula:

A monthly reservation charge of $3.3781 for each Dth of MDTQ. A commodity charge of $0.0000 for each Dth transported. The fuel retention percentage posted for Rate Schedule FTS services as set forth in Operator's FERC Gas Tariff, as it may be amended, superseded or adjusted pursuant to that Tariff. ACA and other surcharges required by FERC and included in Operator's FERC Gas Tariff, applicable to Operator's Rate Schedule FTS customers. All other charges or surcharges applicable to Operator's Rate Schedule FTS, as they may be applicable from time to time.

C. Applicable Rate Schedule:
FTS

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
700,000 Dth/Day - Dominion Transmission, Inc. (Loudoun, Virginia)
100,000 Dth/Day - Transcontinental Pipe Line Corporation (Pleasant Valley, Virginia)

F. Contract Quantities:
A Maximum Firm Transportation Quantity ("MFTQ") of 800,000 Dth per Day.

G. Contract Duration:
Contract FTS3006 has a primary expiration date of 3/25/2029.

H. Affirmation:
The effective service agreement does not deviate in any material aspect from the form of service agreement in this tariff.

NEGOTIATED RATES

A. Company Name - Contract Number:
Statoil Natural Gas LLC (Statoil) - FTS3006

B. Negotiated Rate or Rate Formula:

A monthly reservation charge of $3.3781 for each Dth of MDTQ. A commodity charge of $0.0000 for each Dth transported. The fuel retention percentage posted for Rate Schedule FTS services as set forth in Operator's FERC Gas Tariff, as it may be amended, superseded or adjusted pursuant to that Tariff. ACA and other surcharges required by FERC and included in Operator's FERC Gas Tariff, applicable to Operator's Rate Schedule FTS customers. All other charges or surcharges applicable to Operator's Rate Schedule FTS, as they may be applicable from time to time.

C. Applicable Rate Schedule:
FTS

D. Receipt Point:
Operator's LNG Storage Plant

E. Delivery Point:
700,000 Dth/Day - Dominion Transmission, Inc. (Loudoun, Virginia)
100,000 Dth/Day - Transcontinental Pipe Line Corporation (Pleasant Valley, Virginia)

F. Contract Quantities:
A Maximum Firm Transportation Quantity ("MFTQ") of 800,000 Dth per Day.

G. Contract Duration:
Contract FTS3006 has a primary expiration date of 3/25/2029.

H. Affirmation:
The effective service agreement deviates from the form of service agreement in this tariff.

Effective Date: 03/26/2009 Status: Effective
FERC Docket: RP03-564-004

Sheet Nos. 554 - 999 Sheet Nos. 554 - 999

Sheets Nos. 554 - 999 are reserved for future use.