

Columbia Gulf Transmission, LLC
FERC NGA Gas Tariff
Baseline Tariffs
Proposed Effective Date: October 1, 2022
Service Agreement No. 214599 – Sabine Pass Liquefaction, LLC
Option Code A

Service Agreement No. 214599
Revision No. 0

FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of November, 2018, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and SABINE PASS LIQUEFACTION, LLC ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained. The maximum obligations of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which the Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. This Agreement shall be effective as of the later of (a) the earlier of (x) the commercial operation date of Shipper's Sabine Pass Train 6, or (y) August 1, 2022, and (b) the date that Transporter is physically capable and legally authorized to provide the service contemplated herein and shall continue in effect until the twentieth (20th) anniversary thereafter (such period being the "Initial Term"). If the in-service date occurs on any day other than the first (1st) day of a calendar month, the applicable in-service Date shall be the first (1st) day of the next calendar month, unless otherwise mutually agreed to by the Parties.

Shipper shall have the right to extend the Initial Term of the Full Service for up to two successive 5-year terms (each an "Extended Term"), exercisable by the Shipper providing written notice to Transporter no later than thirteen (13) calendar months prior to the expiration of such Initial Term and/or the Extended Term, as applicable, such right being applicable only for the full Transportation Demand at the same rates and commercial terms as those set forth herein.

Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay the charges and furnish the Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); and (f) production and/or reserves committed by the Shipper.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Houston, Texas 77002-2700, Attention: Director, Business Development and notices to Shipper shall be addressed to it at 700 Milam Street, Suite 1900, Houston, TX 77002 Attention: Contract Administration, 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 Agreement(s): N/A.

Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

SABINE PASS LIQUEFACTION,

LLC

By [Signature]

Title Senior Vice President

Date 30-Nov-2018

COLUMBIA GULF TRANSMISSION, LLC

By [Signature]

Title Russell A. Mahan

Vice President

Date 11/30/18

Legal [Signature]

Date 11-30-18

[Signature]
Jon Dobson
Corporate Secretary
11/30/2018

Revision No. 0

Appendix A to Service Agreement No. 214599
Under Rate Schedule FTS-1
between Columbia Gulf Transmission, LLC ("Transporter")
and Sabine Pass Liquefaction, LLC ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
1/	1/	800,000	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
1/	1/	P20	CGT Mainline Pool	800,000	1/1-12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
1/	1/	4206	Kinder Morgan Louisiana Pipeline	800,000	1/1-12/31

1/ Pursuant to Section 2 of the Service Agreement.

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

Yes No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

X Yes No (Check applicable blank) Shipper has a contractual right of first refusal, exercisable only at the conclusion of the second Extended Term (if applicable), and in all other respects equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes X No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

SABINE PASS LIQUEFACTION,
LLC

By [Signature]
Title Senior Vice President
Date 30-Nov-2018

CAB

COLUMBIA GULF TRANSMISSION, LLC

By [Signature]
Title Russell A. Mahan
Vice President
Date 11/30/18

Legal [Signature]
Date 11/30/18

[Signature]
Jim Dobson
Corporate Secretary
11/30/2018

ATTACHMENT A

TO FTS-1 SERVICE AGREEMENT

CREDITWORTHINESS AND CREDIT SUPPORT

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 1(a) below, or provide and maintain Adequate Assurance pursuant to Section 1(b) below.

(a) Shipper will be deemed creditworthy if:

(i) Shipper is not in breach or default of any material obligations under this Agreement unless: such default or breach has been cured or is being cured prior to the expiration of the cure period(s) provided for in this Agreement, if applicable; no material default has occurred under any material debt document of Shipper unless such default has been cured or is being cured prior to the expiration of the cure period(s) provided for under any such material debt document, if applicable; and Shipper has not filed, or publicly announced an intention to file a petition in bankruptcy or seeking any reorganization of debts, liquidation, winding-up, dissolution or similar relief with respect to itself under any bankruptcy law or legislation for the benefit of creditors, and one of the following applies:

(x) its senior unsecured debt securities are rated (“**Sr. Unsecured Rating(s)**”) at least BBB- by Standard & Poor’s Financial Services LLC (“**S&P**”), at least BBB- by Fitch Ratings, Inc. (“**Fitch**”) or at least Baa3 by Moody’s Investors Service, Inc. (“**Moody’s**”), to the extent such senior unsecured debt securities are not guaranteed by a party other than Shipper or otherwise enhanced with a specific financial assurance instrument. In the event there are split ratings, then Shipper must maintain an investment grade Sr. Unsecured Rating from any two of the three rating agencies, or if Shipper is only rated by two agencies, the lower rating applies; or

(y) if Shipper does not have Sr. Unsecured Ratings, its senior secured debt securities are rated at least BBB- by S&P, at least BBB- by Fitch, or at least Baa3 by Moody’s. In the event there are split ratings, then Shipper must maintain an investment grade senior secured debt rating from any two of the three rating agencies, or if Shipper is only rated by two agencies, the lower rating applies; or

(z) Shipper is otherwise deemed creditworthy by Transporter after making a reasonable evaluation as more fully described below.

If Shipper does not meet one of the creditworthiness standards described in clauses (x) or (y) above, then Transporter shall evaluate creditworthiness based upon the level of

Shipper's remaining obligations to Transporter pursuant to existing and requested service with Transporter relative to Shipper's ability to meet its obligations in respect of such service. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (a) S&P, Moody's, Fitch's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions;
 - (b) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's financial strength for the relevant service period. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability;
 - (c) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment;
 - (d) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent;
 - (e) The nature of Shipper's business and the effect on that business of prevailing economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers;
 - (f) The nature of Shipper's long term, fixed fee commercial contracts and the credit quality of those customers;
 - (g) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s) under which such service is to be provided;
- (b) If Shipper is not deemed creditworthy by Transporter pursuant to Section 1(a) above, Shipper shall provide and maintain Adequate Assurance during the initial term of this Agreement. As used herein, "Adequate Assurance" means:

(i) A guaranty, in a form reasonably acceptable to Transporter, of Shipper's contractual payment obligations pursuant to this Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above ("Guarantor"); or

(ii) One of the following collateral options for an amount equal to the Negotiated Demand Rate charges payable for twenty-two (22) calendar months of service under this Agreement; provided, however, after the seventh (7th) anniversary of the service commencement date under this Agreement, the requirement shall be an amount equal to the Negotiated Demand Rate charges payable for eight (8) calendar months of service, and after the tenth (10th) anniversary of the service commencement date under this Agreement, the requirement shall be an amount pursuant to Transporter's FERC Gas Tariff:

(x) an irrevocable standby letter of credit, in a form reasonably acceptable to Transporter and issued by a U.S. bank or financial institution or branch office of a foreign bank or financial institution located in the U.S. having assets of at least USD 10 billion and with a credit rating of A- or better from S&P, A3 or better from Moody's or A- or better from Fitch; or

(y) a cash security deposit acceptable to Transporter; or

(iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If after the service commencement date under this Agreement, Shipper fails to provide required Adequate Assurance within five (5) Business Days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under this Agreement.

2. The Parties acknowledge that, as of the date of execution of this Agreement, Shipper is creditworthy in accordance with Section 1(a) and no Adequate Assurance is currently required. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 1(a) above, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide financial reports and other publicly available information in order for Transporter to verify the continuing creditworthiness of Shipper or its Guarantor. In the event that Shipper, or its Guarantor, is no longer creditworthy as described in Section 1(a) above, Shipper shall provide the required Adequate Assurance within five (5) Business Days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under this Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under this Agreement or the guaranty.

3. The creditworthiness requirements of this Attachment A shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement, or to any permanent capacity release of the capacity under this Agreement, in whole or part, of this Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Appendix B to Service Agreement No.

November 28, 2018

Sabine Pass Liquefaction, LLC
700 Milam Street
Suite 1900
Houston, TX 77002
Attention: Emily Browning

RE: FTS-1 Service Agreement No.
Negotiated Rate Letter Agreement

Dear Emily:

This Negotiated Rate Letter Agreement between Columbia Gulf Transmission, LLC ("Transporter" or "CGT") and Sabine Pass Liquefaction, LLC ("Shipper"), shall set forth the applicable rates, calculations thereof, and rate provisions associated with the transportation service provided by Transporter to Shipper pursuant to the above-referenced Service Agreement ("Service Agreement"). Transporter and Shipper may be referred to individually as a "Party" or collectively as the "Parties".

Shipper and Transporter hereby agree:

1. The negotiated reservation rates for the transportation service provided pursuant to the Service Agreement shall be those rates and terms agreed upon as set forth in Attachment B-1 hereto.
2. Shipper's Negotiated and Discounted Reservation Rates, as applicable and as set forth in Attachment B-1, shall be adjusted as follows:

Cost Sharing:

Transporter estimates that as of the Effective Date, the Estimated Project Costs (as defined hereinafter) for the Incremental Facilities, as such term is defined in the Louisiana XPress Precedent Agreement executed by Transporter and Shipper and dated and effective as of October 31, 2018 ("Precedent Agreement") are \$386,000,000 (including CGT-Evangeline Two, as such term is defined in the Precedent Agreement). Transporter and Shipper shall share any actual Incremental Facilities construction cost overruns or savings compared to the Estimated Project Costs on a 50/50 basis via an adjustment to Shipper's Full Service Service Agreement ("FSSA") Negotiated Demand Rate, as such term is defined in the Precedent Agreement (i.e., \$0.18/Dth); provided, however, that such adjustment would be subject to a rate adjustment cap or floor of plus or minus \$0.025/Dth (Shipper's per Dth maximum share of any Capital Cost Overrun or Capital Cost Underrun (as each such term is defined below)). Any such adjustment to Shipper's FSSA

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Negotiated Demand Rate would be effective beginning on the Full In-Service Date, as such term is defined in the Precedent Agreement, based on the Incremental Facilities' then-estimated final costs and remain in effect for the Initial Term, as such term is defined in the Service Agreement. Notwithstanding the foregoing, Shipper would have the option to pay Shipper's share of any Capital Cost Overrun amount in a lump sum cash amount ("Shipper's Overrun Share") to Transporter in lieu of any per Dth adjustment to the FSSA Negotiated Demand Rate; provided, however in such instance, an additional amount equal to Transporter's effective tax rate times Shipper's Overrun Share would be owed to Transporter to cover Transporter's tax implications associated with such payment (all of the foregoing being the "ORS Lump Sum Payment"). Shipper must elect whether to make the ORS Lump Sum Payment by providing Transporter written notice no later than ten (10) Business Days, as such term is defined in the Precedent Agreement, after the Full In-Service Date, and it shall be due and owing within twenty (20) Business Days of when invoiced by Transporter. Such invoice shall be provided to Shipper no later than thirty (30) days after the Full In-Service Date. If Shipper elects to make the ORS Lump Sum Payment, and Shipper's share of the Capital Cost Overrun made the subject of the initial ORS Lump Sum Payment did not reach the rate adjustment cap, Shipper shall make another ORS Lump Sum Payment reflecting the amount of Shipper's share of any Capital Cost Overrun derived from Actual Project Costs related to trailing costs incurred during the twelve (12) calendar months' period after the actual Full In-Service Date (such period being the "Trailing Cost Lump Sum Period") pursuant to the same invoicing and payment procedure applicable to the first ORS Lump Sum Payment, commencing on the expiration of the Trailing Cost Lump Sum Period. Shipper would have a one-time audit right to be exercised and completed no later than twenty-four (24) calendar months after the Full In-Service Date, at Shipper's sole cost and expense, to review Transporter's books and records as reasonably necessary to verify the actual construction costs associated with the Actual Project Costs and Mitigation, as such term is defined in the Precedent Agreement. Transporter and Shipper agree that the purpose of the audit shall be verifying the legitimacy of costs and expenses associated in comprising the CGT Rate, as such term is defined below, any Capital Cost Overrun/Capital Cost Underrun amounts, as well as Mitigation, but that it shall not in any manner subject Transporter to any scrutiny or questioning surrounding the selection of its contractors, bid processes, or the prudence of any contractual terms and conditions or any of Transporter's decisions with respect to the design and/or construction of the Project, as such term is defined in the Precedent Agreement, nor shall Shipper seek to exclude any amounts from the Actual Project Costs on such grounds. Transporter shall make any and all information relevant to such audit electronically available at a mutually agreeable time and place, within Transporter's normal business hours. Notwithstanding anything else to the contrary in this Precedent Agreement, to the extent that Shipper's adjusted FSSA Negotiated Demand Rate reflects any costs and expenses related to the Estimated Project Costs for which Transporter is subsequently refunded or reimbursed by any third parties, up to twelve (12) calendar months after the Full In-Service Date, Transporter shall further adjust by reducing the Shipper's FSSA Negotiated Demand Rate component in accordance with the cost sharing provisions below no later than twelve (12) calendar months after the Full In-Service Date. Such resulting reduction in the FSSA Negotiated Demand Rate shall account for the costs and expenses refunded or reimbursed by such third parties, as well as the over-payments made by Shipper via the FSSA Negotiated Demand Rate paid after the Full

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In-Service Date prior to such adjustments being made hereunder. To effectuate such cost sharing, Shipper's FSSA Negotiated Demand Rate shall be adjusted as follows:

To the extent Actual Project Costs (defined below) exceed Estimated Project Costs (as further defined below), Shipper's FSSA Negotiated Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to $1 + [(CCO/EPC) \times 50\%]$. In no event shall the CCO Factor exceed 1.1389.

To the extent Actual Project Costs (defined below) are less than Estimated Project Costs (as further defined below), Shipper's FSSA Negotiated Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to $1 - [(CCU/EPC) \times 50\%]$. In no event shall the CCU Factor be less than 0.8611.

"Actual Project Costs" or "APC" shall mean all costs and expenses actually incurred and paid by Transporter, including trailing costs up to twelve (12) calendar months subsequent to the actual Full In-Service Date, to complete the Incremental Facilities in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses actually incurred and paid for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Incremental Facilities, including all compression costs, (b) all costs and expenses actually incurred and paid for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs (including, but not limited to, plane fares, hotel bills, meals, etc.), provided that such costs and expenses are consistent with industry standards and (d) an allowance for funds used during construction ("AFUDC") computed in accordance with regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"). Transporter shall maintain books and records reasonably necessary for Shipper to verify the APC.

"Estimated Project Costs" or "EPC" shall mean all costs and expenses that are projected to be incurred by Transporter to complete the Incremental Facilities in the manner contemplated by the Precedent Agreement, including but not limited to (a) all costs and expenses projected to be incurred for the engineering, design, permitting, construction, pipeline and equipment procurement, installation and start-up of the Incremental Facilities, including all compression costs, (b) all costs and expenses projected to be incurred for environmental, right-of-way, legal, consultant, construction management, and regulatory activities, (c) all direct and allocated internal overhead and administrative costs provided that such costs and expenses are consistent with industry standards provided that such costs and expenses are consistent with industry standards, (d) AFUDC computed in accordance with the regulations of the FERC, and (e) a contingency amount equal to at least 10% of (a) and (b).

"Capital Cost Overrun" or "CCO" shall be an amount equal to the difference between the APC and the EPC, if APC exceeds EPC.

"Capital Cost Underrun" or "CCU" shall be an amount equal to the difference between the APC and the EPC, if APC is less than EPC.

Appendix B to Service Agreement No.

Accepted and agreed to this 30 day of November, 2018.

Sabine Pass Liquefaction, LLC

By: [Signature]

Title: Senior Vice President

Date: 30-Nov-2018 *CMS*

Columbia Gulf Transmission, LLC

By: [Signature]

Title: Russell A. Mahan
Vice President

Date: 11/30/18

Columbia Gulf Transmission, LLC

By: [Signature]

Title: Jon DeBorja

Date: Complete Send

Legal [Signature]

Date 11-30-18

ATTACHMENT B-1

NEGOTIATED AND DISCOUNTED RESERVATION RATES

Primary Receipt Point(s)	Primary Delivery Point(s)	Transportation Demand (Dth/day)	Term	FSSA Negotiated Demand Rate*	FSSA Commodity Rate*	Rate Schedule
CGT Mainline Pool (meter P20)	Kinder Morgan Louisiana Pipeline (meter 4206)	800,000 Dth/day	Twenty (20) years from the Full In-Service Date,	\$0.18/Dth	Transporter's maximum applicable commodity rate under Rate Schedule FTS-1 within its Tariff, as such term is defined in the Precedent Agreement	FTS-1

* The following terms apply:

- Rate applies for the Initial Term and any Extended Term, as such term is defined in the Service Agreement, and is subject to adjustment in accordance with the Cost Sharing provisions set forth in this Negotiated Rate Letter Agreement.
- In addition to the FSSA Negotiated Demand Rate and FSSA Commodity Rate, Shipper shall pay all reservation and commodity surcharges, including but not limited to all governmental surcharges and any charges associated with mandated compliance with new or revised regulations of legislation (i.e. environmental and safety) under Rate Schedule FTS-1 except as otherwise set forth herein (collectively the FSSA Negotiated Demand Rate, the FSSA commodity Rate and all of the foregoing

being the "CGT Rate"). Notwithstanding the foregoing, the CGT Rate shall never include any modernization surcharges as such are described by the FERC in Docket No. PL15-1-000 that are related to the Enhanced Mainline, as such term is defined in the Precedent Agreement (and to the extent Transporter does not break out modernization charges by areas, such exclusion will cover all modernization charges on Transporter), even if such modernization surcharges are otherwise authorized under the Tariff.

- If during the Initial Term and/or any Extended Term, Transporter's maximum Tariff recourse rate under Rate Schedule FTS-1 for a route from the Primary Receipt Point to the Primary Delivery Point is, or is expected to be, greater than the FSSA Negotiated Demand Rate then Transporter may, at its discretion, require Shipper to convert the FSSA Negotiated Demand Rate to a discounted daily reservation rate equal to \$0.18/Dth (as adjusted if applicable in accordance with the Cost Sharing provisions set forth in this Negotiated Rate Letter Agreement), and Shipper will continue to pay all other components of the CGT Rate without modification thereto (collectively, the "Converted CGT Discount Rate"). The Parties expressly agree that if a conversion to the Converted CGT Discount Rate occurs, it shall not make Shipper responsible for any charges or surcharges above and beyond the CGT Rate which it otherwise would not be responsible for prior to such conversion. If during the Initial Term and/or any Extended Term, and after Transporter requires Shipper to convert its FSSA Negotiated Demand Rate to the Converted CGT Discount Rate, the maximum Tariff recourse rate under Rate Schedule FTS-1 for a route from the Primary Receipt Point to the Primary Delivery Point is, or is expected to be, lower than the Converted CGT Discount Rate is prior to such lowering of such maximum Tariff recourse rate, Transporter shall require Shipper to convert its Converted CGT Discount Rate back to the FSSA Negotiated Demand Rate.
- Shipper will pay the applicable incremental fuel retention rate as approved by FERC.

Secondary Points:

Shipper will have secondary receipt point and delivery point access under Transporter's Rate Schedule FTS-1 pursuant to the terms and conditions of the Tariff at no incremental charge.