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Effective Date: 12/01/1989 Status: Effective

FERC Docket: CP87-418-001

Trunkline LNG Company: Original Volume No. 1
: Effective

F.E.R.C. GAS TARIFF
ORIGINAL VOLUME NO. 1
of
TRUNKLINE LNG COMPANY
Filed With
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
should be addressed to:
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Vice President, Regulatory Affairs
TRUNKLINE LNG COMPANY
P. O. Box 1642
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Effective Date: 06/01/2000 Status: Effective

FERC Docket: RP00-258-000

Fourth Revised Sheet No. 1 Fourth Revised Sheet No. 1 : Effective
Superseding: Sheet Nos. 1-80

CANCELLATION OF ENTIRE TARIFF

Notice is hereby given that effective June 1, 2000, FERC Gas
Tariff, Original Volume No. 1 of Trunkline LNG Company is cancelled.

Effective Date: 12/01/1989 Status: Effective
FERC Docket: CP87-418-001

First Revised Sheet No. 2 First Revised Sheet No. 2 : Effective
Superseding: Original Sheet No. 2

PRELIMINARY STATEMENT

Trunkline LNG Company is a natural-gas company engaged in the business of purchasing, transporting, importing and storing liquefied natural gas ("LNG"). Such LNG is revaporized and then sold as natural gas. Terminalling, storage and regasification services are made available by the Company on a non-discriminatory basis. The Company owns and operates a LNG marine terminal, storage and revaporization facility near the city of Lake Charles, Calcasieu Parish, Louisiana.

The sale of natural gas and the services provided herein are undertaken by the Company only under written contract acceptable to the Company after consideration of its commitment to others, delivery capacity, and other factors deemed pertinent by it.

Effective Date: 10/15/1982 Status: Effective
FERC Docket: RP92-122-000

Original Sheet No. 3 Original Sheet No. 3 : Effective

TRUNKLINE LNG COMPANY
DETAIL SYSTEM MAP

NOT APPLICABLE

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP92-122-008

Fifth Revised Sheet No. 4 Fifth Revised Sheet No. 4 : Effective
Superseding: Fourth Revised Sheet No. 4

Reserved for Future Use

Effective Date: 02/19/1993 Status: Effective

FERC Docket: CP93- 21-001

First Revised Sheet No. 5 First Revised Sheet No. 5 : Effective
Superseding: Sheet Nos. 5 - 47

CANCELLATION OF RATE SCHEDULE PLNG-1

Notice is hereby given that, effective February 19, 1993, Rate Schedule PLNG-1 constituting Substitute Original Sheet Nos. 5, 8-10, 29, 31-33, 39; Original Sheet Nos. 6-7, 11-26, 40-47; and First Revised Sheet Nos. 27-28, 30, 34-38 of Trunkline LNG Company's FERC Gas Tariff, Original Volume No. 1 is to be cancelled.

Effective Date: 12/01/1989 Status: Effective

FERC Docket: CP87-418-001

First Revised Sheet No. 48 First Revised Sheet No. 48 : Effective
Superseding: Original Sheet No. 48

RESERVED FOR FUTURE USE

Effective Date: 04/01/1999 Status: Effective

FERC Docket: RP92-122-008

Second Revised Sheet No. 49 Second Revised Sheet No. 49 : Effective
Superseding: Sub First Revised Sheet No. 49

CANCELLATION OF RATE SCHEDULE PLNG-2

Notice is hereby given that, effective April 1, 1999, Rate Schedule PLNG-2 constituting Original Sheet Nos. 50-53, 56, 58-64, 66-74 and 76-79; First Revised Sheet Nos. 54-55, 65 and 75; Sub First Revised Sheet Nos. 49 and 57; and Second Revised Sheet No. 79.1 of Trunkline LNG Company's FERC Gas Tariff, Original Volume No. 1 is cancelled.

Effective Date: 12/01/1989 Status: Effective

FERC Docket: CP87-418-001

Original Sheet No. 50 Original Sheet No. 50 : Effective

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Original Sheet No. 51 Original Sheet No. 51 : Effective

RATE SCHEDULE PLNG-2

LNG TERMINAL SERVICE AGREEMENT, dated as of June 26, 1987, between TRUNKLINE LNG COMPANY ("TLC"), a Delaware corporation, and PAN NATIONAL GAS SALES, INC. ("Pan National"), a Delaware corporation.

The parties hereto agree as follows:

ARTICLE I
Definitions

The terms or expressions below shall have the following meanings in this Agreement:

"Bar": One bar is equal to 14.504 pounds per square inch; one millibar is equal to one one-thousandth of a bar.

"British Thermal Unit" and "Btu": The amount of heat necessary to raise from 58.5°F to 59.5°F the temperature of one avoirdupois pound of pure water at an absolute pressure of 14.73 pounds per square inch absolute (psia). One million Btu's is referred to as 1 MMBtu. All references to Btu's shall be considered as references to Btu's of GHV.

"Calorie": The quantity of heat necessary to raise one gram of water under a pressure of 1.01325 Bars from 14.5°C to 15.5°C.

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Original Sheet No. 52 Original Sheet No. 52 : Effective

RATE SCHEDULE PLNG-2 (Continued)

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

"Cost of Service Charge": The meaning given in section 4.3.

"Contract Year": The period beginning on the Effective Date and ending at 8 a.m. Central Time on the first day of the first full calendar year following the Effective Date, and each period thereafter beginning at 8 a.m. Central Time on the first day of each calendar year during the term hereof and ending at 8 a.m. Central Time on the first day of the following calendar year.

"day": A period commencing at 8 a.m. Central Time on any calendar day and ending at 8 a.m. Central Time on the next calendar day.

"Discharge Point": The flange located at the connection of the permanent unloading pipe system of the LNG tanker with the unloading arm of TLC's facilities at the port of unloading at Lake Charles, Louisiana, or such other point or points as may be agreed upon by the parties.

"Effective Date": The meaning given in Article II.

"Equity Rate Base": The remainder, as of the first day of the billing month, of (a) TLC's investment in plant in service, net of such investment already recovered and accumulated deferred income taxes, plus (b) the balances for materials and supplies and prepayments, less (c) outstanding debt.

RATE SCHEDULE PLNG-2 (Continued)

"Gross Heating Value (GHV)": The quantity of heat produced by the combustion in air under constant pressure of one cubic meter of anhydrous gas, the air being at the same temperature and the same pressure as the gas, after the cooling of the products of combustion to the initial temperature of the gas and the air and after condensation of the water created by the combustion. Appropriate corrections will be made if the initial conditions of the air and the gas do not equal 0øC and 1.01325 Bars.

"Incremental Cost Charge": The meaning given in section 4.2.

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

"month": The period beginning at 8 a.m. Central Time on the first day of a calendar month and ending at 8 a.m. Central Time on the first day of the next succeeding calendar month.

"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 and which is extracted from the subsoil in its natural state, separately or together with liquid hydrocarbons.

"Normal Cubic Meter (Nm3)": The quantity of natural gas occupying a volume of one cubic meter at a temperature of 0øC and at a pressure of 1.01325 Bars.

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First Revised Sheet No. 54 First Revised Sheet No. 54 : Effective
Superseding: Original Sheet No. 54

RATE SCHEDULE PLNG-2 (Continued)

"Pan Transport": Pan Transportation, Inc. a Delaware corporation.

"Purchase Agreements": The LNG Purchase Agreement, dated as of April 26, 1987, between Pan National and Sonatrading Amsterdam B.V. (a Dutch corporation all of the capital stock of which is owned by SONATRACH), as amended from time to time, or other agreements with third parties to supply LNG to Pan National.

"Redelivery Point": The inlet side of the measuring station at the point of interconnection of the facilities of TLC with the pipeline system of Trunkline at Lake Charles, Louisiana, or at such other point or points as may be agreed upon by the parties.

"SONATRACH": L'Entreprise Nationale pour la Recherche, la Production, le Transport, la Transformation et la Commercialisation des Hydrocarbures (SONATRACH), an Algerian entreprise nationale.

"Thermie": One thousand kilocalories, or one million calories. Two hundred fifty-two Thermies equals one MMBtu.

"Trunkline": Trunkline Gas Company, a Delaware corporation.

ARTICLE II
Term

Except as provided in Article XIV, this Agreement shall become effective on the date on which the Purchase Agreements become effective as provided therein (the "Effective Date"), and unless earlier terminated as

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First Revised Sheet No. 55 First Revised Sheet No. 55 : Effective
Superseding: Original Sheet No. 55

RATE SCHEDULE PLNG-2 (Continued)

provided in section 3.2 or section 9.4, shall continue in effect through the 180th day following the earlier of the end of the Contract Year in which an aggregate quantity of LNG of not less than 3,300,000,000 MMBtu shall have been sold and purchased under Purchase Agreements or the expiration of 20 Contract Years following the Effective Date.

ARTICLE III
Terminal Services

3.1 Subject to the provisions of section 3.2 and the terms of this Agreement, TLC shall provide LNG terminal services to Pan National consisting of the receipt, storage, and regasification of LNG and the redelivery of regasified LNG. TLC shall make available to and operate for the benefit of Pan National sufficient operating capacity of TLC's terminal facilities to accommodate the quantities of LNG purchased by Pan National under the Purchase Agreements.

3.2 In the event that the Contract of Sale and Purchase of Liquefied Natural Gas (the LNG Contract"), dated September 17, 1975, between SONATRACH and Panhandle Eastern Pipe Line Company, shall cease to be suspended and the performance thereof shall have been agreed to be resumed, all in accordance with section 10 of the Settlement Agreement, dated July 21, 1986, among SONATRACH, Panhandle and TLC, then TLC shall give to Pan National notice of the expected date on which

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RATE SCHEDULE PLNG-2 (Continued)

performance under the LNG Contract is to be so resumed. From such expected date of resumption of the LNG Contract, TLC shall have the right at any time to limit the operating capacity of its facilities made available hereunder to the capacity necessary for the performance by Pan National of agreements to sell regasified LNG executed on or before the fifteenth day after the giving of notice of resumption by TLC, to the extent that such capacity limitations are necessary for performance of the LNG Contract.

ARTICLE IV *

Rates and Charges

4.1 For services performed or made available hereunder, Pan National shall pay to TLC an Incremental Cost Charge and a Cost of Service Charge, beginning with the first month following the date of initial service hereunder.

4.2 The Incremental Cost Charge for each billing month shall be the remainder of (a) the reasonable and necessary operation and maintenance expenses incurred and accrued by TLC during the billing month, including but not limited to expenses for direct labor, materials and supplies, insurance, payroll, ad valorem, franchise and similar taxes, and administrative and general expenses, less (b) \$690,375.

4.3 The Cost of Service Charge for each billing month shall be the lesser of:

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Sub First Revised Sheet No. 57 Sub First Revised Sheet No. 57 : Effective
Superseding: Original Sheet No. 57

RATE SCHEDULE PLNG-2 (Continued)

(a) The costs of service incurred and accrued by TLC during the billing month, including (i) \$690,375, (ii) 0.4167 percent of the actual expenses incurred by TLC in recommissioning its facilities to provide service hereunder, (iii) depreciation and amortization expense, (iv) interest expense and other debt costs, (v) a return allowance of 1.1667 percent of the Equity Rate Base, and (vi) federal and state income taxes on the return allowance computed at the applicable statutory rates under comprehensive interperiod allocation; or

(b) the remainder of (i) the total revenues to Pan National during the billing month from the sale of regasified LNG redelivered hereunder during the billing month, less (ii) the expenses incurred and accrued during the billing month for (A) the cost of regasified LNG redelivered for resale (including the costs of purchase; shipping on affiliated or non-affiliated oceanic carriers (pursuant to the Transportation Agreement with SONATRACH dated April 26, 1987); Pan Transport's incremental cost charges for shipping Algerian LNG from SONATRACH not to exceed 19.2 cents per MMBtu equivalent of natural gas; Lachmar's, or affiliate(s), cost of \$27,937 per day plus actual port costs for shipping LNG from sources other than Algeria, or the actual cost of shipping by a non-affiliated shipping company; fuel and nitrogen used in shipping; and LNG used, lost or unaccounted for in shipping and service hereunder), (B) marketing fees and expenses not to exceed the sum of one percent of Pan National's monthly revenue for the sales of regasified LNG, plus one percent applied to the first 2.75 million MMBtu equivalent of natural gas sold monthly, (C) the Incremental Cost Charge hereunder, and (D) operating expenses including, but not limited to, the cost of cargo insurance, interest expense, and administrative and general expense.

4.4 Whenever TLC's facilities are used for service other than that provided hereunder, the Incremental Cost Charge and TLC's cost of service computed under section 4.3(a) shall be

RATE SCHEDULE PLNG-2 (Continued)

reduced by multiplying each by the fraction whose numerator is the quantity of regasified LNG redelivered hereunder during the billing month and whose denominator is the total quantity of regasified LNG redelivered by TLC during such month.

4.5 Pan National shall provide to TLC, at no cost to TLC, the quantities of LNG necessary for start-up, cool-down and fuel and lost or otherwise not accounted for in providing service hereunder.

4.6 TLC shall have the right at any time to file unilaterally with the Commission and to make effective changes in rates, charges, adjustments, tariffs, rate schedules, or terms and conditions of service hereunder pursuant to and at the earliest date provided by the Natural Gas Act or other applicable laws and the rules and regulations promulgated thereunder. Pan National shall have the right to request the Commission to examine and alter TLC's rates, charges, adjustments, tariffs, rate schedules or terms and conditions of service hereunder to assure that such rates and services are just and reasonable.

ARTICLE V

Title and Possession

5.1 Except to the extent provided in section 4.5, TLC shall not acquire title to the LNG processed hereunder. Pan National warrants that Pan National will have, during the time from receipt by TLC at the Discharge Point until redelivery by

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RATE SCHEDULE PLNG-2 (Continued)

TLC at the Redelivery Point, good title to, or good right to provide for the processing of, all LNG received by TLC hereunder, and that Pan National will deliver or cause the delivery of such LNG free from all liens, claims, and encumbrances whatsoever. Pan National shall indemnify and save TLC harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims to such LNG or to royalties, taxes, fees or charges thereon.

5.2 TLC shall be deemed to be in control and possession of the LNG processed hereunder only after the LNG is received at the Discharge Point and before the regasified LNG is redelivered at the Redelivery Point. Otherwise, Pan National shall be deemed to be in control and possession of the LNG or regasified LNG. The party deemed to be in control and possession of the LNG or regasified LNG will be responsible for and, except as provided in section 4.5, shall indemnify the other party with respect to any losses, injuries, claims, liabilities, or damages caused thereby and arising while the LNG or regasified LNG is in its possession.

ARTICLE VI
Quality

6.1 The LNG delivered to TLC by or for the account of Pan National shall have in its gaseous state:

RATE SCHEDULE PLNG-2 (Continued)

(a) a Gross Heating Value between 9,640 kcal/Nm³ and 10,650 kcal/Nm³;

(b) constituent elements varying within the following percentage limits (in molecular percentage):

Nitrogen (N ₂)	between 0.00 and 1.40
Methane (C ₁)	between 84.00 and 96.60
Ethane (C ₂)	between 3.20 and 9.20
Propane (C ₃)	between 0.00 and 3.25
Isobutane (iC ₄)	between 0.00 and 0.60
Normal butane (nC ₄)	between 0.00 and 0.75
Pentanes Plus (C ₅ +))	between 0.00 and 0.25;

(c) an H₂S content not to exceed 0.50 parts per million in volume;

(d) a total sulfur content of at most 30 mg/Nm³;

(e) a mercaptan sulfur content not exceeding 2.30 mg/Nm³;

and

(f) no harmful contaminants such as H₂O, CO₂ and Hg.

TLC shall not be obligated to receive LNG which does not meet these specifications.

6.2 The regasified LNG redelivered by TLC to or for the account of Pan National shall be merchantable natural gas, shall meet the applicable minimum quality specifications required by Trunkline or other third party transporter receiving the regasified LNG at the Redelivery Point, and shall be redelivered by TLC at a pressure sufficient to enter the pipeline of Trunkline or other third party transporter. Pan

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RATE SCHEDULE PLNG-2 (Continued)

National shall not be obligated to cause the receipt from TLC of regasified LNG which does not meet these specifications.

ARTICLE VII

Statements and Payments

7.1 Pan National shall provide TLC with the information necessary to make the computation required by section 4.3(b) within 15 days after the end of each month, and TLC shall send a bill for the month to Pan National promptly thereafter. Charges may be based on estimated data if actual data are not available in time to prepare the billing. In that event, TLC shall provide an adjustment based on any difference between actual data and the previously estimated data in the next monthly bill after actual data become available.

7.2 Pan National shall pay TLC by the 25th day of the month for all amounts billed for the prior month in accordance with the provisions of this Agreement. Should Pan National fail to pay part or all of the amount of any such billing, interest thereon shall accrue at the prime rate of interest in effect at Citibank, New York, N.A., from the due date until date of payment. If such failure to pay continues for 30 days after payment is due, then TLC, in addition to any other remedy it may have, may suspend further receipt of LNG and/or redelivery of regasified LNG until such amount is paid.

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RATE SCHEDULE PLNG-2 (Continued)

7.3 In the event that an error is discovered in the amount billed or paid hereunder, such error shall be adjusted within 30 days of the determination thereof, provided that claim therefor shall have been made within 60 days from the date of discovery of such error, but in any event within 12 months from the date of the applicable statement.

7.4 Either party and its representatives shall be entitled from time to time at its expense to inspect the books and records of the other party upon reasonable notice during normal working hours for the purpose of verifying the quantities received and redelivered hereunder and computing the amounts payable under this Agreement.

ARTICLE VIII
Assignment

Neither this Agreement nor any of the rights, duties or obligations of either party hereunder may be transferred or assigned by such party, without the prior written consent of the other party; provided that either party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness.

RATE SCHEDULE PLNG-2 (Continued)

ARTICLE IX
Force Majeure

9.1 "Force Majeure" means any event or condition, whether affecting Pan National, TLC or any other person, which has prevented or may reasonably be expected to prevent either party hereto from performing any obligation hereunder, in whole or in part, if such event or condition is beyond the reasonable or prudent control, forecasting or planning, and not the result of willful or negligent action or a lack of reasonable diligence, of the party hereto (the "Non-Performing Party") relying thereon as justification for not performing any such obligation. The foregoing provisions shall not be construed to require that the Non-Performing Party observe a higher standard of conduct than that required by the usual and customary standards of the industry, as a condition to claiming the existence of Force Majeure. Such events or conditions shall include but shall not be limited to circumstances of the following kind:

- (a) (i) an act of God or government, epidemic, landslide, lightning, earthquake, fire, explosion, accident, storm, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, civil disturbance or similar occurrence, or (ii) a strike, lockout, or similar industrial or labor action;

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RATE SCHEDULE PLNG-2 (Continued)

(b) the failure to obtain, or suspension, termination, adverse modification, interruption or failure of renewal of any permit, license, consent, authorization or approval;

(c) circumstances preventing TLC or Pan National from delivering or processing LNG or receiving or reselling regasified LNG, as the case may be, including serious accidental damage to operations or equipment affecting the Natural Gas production facilities in the field, transportation by pipeline, treatment, liquefaction, storage, and loading operations in the country of origin, ocean shipping, and unloading, storage, regasification and transportation of the regasified LNG in the United States; and

(d) failure of third parties to perform agreements to supply LNG to Pan National, to provide ocean shipping of LNG to Pan National, and to transport by pipeline the regasified LNG sold by Pan National.

9.2 Each party shall be excused for its failure or delay in performance of any obligation hereunder to the extent that compliance therewith is prevented by Force Majeure. Notwithstanding the foregoing, Pan National shall in any event make payment in accordance with Article IV for services by TLC hereunder.

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Superseding: Original Sheet No. 65

RATE SCHEDULE PLNG-2 (Continued)

9.3 As soon as practicable following the occurrence of Force Majeure the party affected thereby shall give notice to the other party by the most rapid means available, describing such Force Majeure and stating such party's best estimate of the duration thereof and the effect thereof on the performance of this Agreement and shall keep such other party reasonably advised as to the status of such Force Majeure and the progress of such party's efforts to overcome the same.

9.4 In the event performance hereunder shall be prevented in whole or in part by Force Majeure, the parties shall take all reasonable and appropriate measures to bring about conditions permitting the resumption of the normal performance of this Agreement as soon as possible. In the event that performance hereof shall be substantially prevented by Force Majeure for more than 24 consecutive months either party may, without prejudice to all other rights arising out of such circumstances, terminate this Agreement by 30 days written notice to the other, but neither party shall invoke this right of termination as long as any Purchase Agreement shall not have been terminated.

ARTICLE X
Delivery of LNG

10.1 Pan National shall cause the LNG received hereunder to be transported and discharged by LNG tankers having a Gross Cargo Capacity of between 120,000 and 135,000 cubic meters,

RATE SCHEDULE PLNG-2 (Continued)

(v) a vapor return line from the LNG tanker to shore facilities having a diameter sufficient to maintain appropriate operating pressure in the tanks of the LNG tanker and in the storage reservoirs; and

(vi) a liquid nitrogen loading facility compatible with the LNG tankers.

10.3 Unloading of LNG shall be carried out in strict conformity with all applicable safety and other similar regulations.

10.4 Pan National shall give written notice to TLC of the date and hour of arrival at the port of unloading of any LNG tanker providing maritime transportation of LNG to be received hereunder as well as of the estimated quantity of LNG which is to be unloaded. Pan National shall send or cause to be sent to TLC the following written designation notices:

(i) a first designation notice shall be given upon departure from the port of loading, and shall contain an estimated time of arrival;

(ii) a second designation notice shall be given so as to arrive 72 hours prior to the estimated time of arrival;

(iii) a third designation notice shall be given so as to arrive 24 hours prior to the estimated time of arrival; and

(iv) a final designation notice shall be given so as to arrive 5 hours prior to the estimated time of arrival at the sea buoy or designated anchorage at the unloading port.

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RATE SCHEDULE PLNG-2 (Continued)

As soon as the LNG tanker is berthed alongside the pier and prepared to unload its cargo, the Captain of the LNG tanker shall give written notice of ready to discharge to TLC or its representative at any time of the day or night. TLC shall then take all appropriate measures within its reasonable control to permit the unloading of the LNG tanker as quickly as possible.

ARTICLE XI
Scheduling

11.1 TLC shall operate and maintain its facilities made available hereunder at all times in a prudent manner consistent with TLC's good faith interpretations of reasonable operating and maintenance practices in the industry and all applicable safety, environmental, and operating requirements of governmental authorities. Pan National shall schedule and provide for the delivery of LNG to TLC and the receipt of regasified LNG from TLC in a manner consistent with the operating capacity of TLC's facilities and the provisions of section 3.2.

11.2 At least two days prior to the beginning of each month, Pan National shall provide to TLC a schedule showing the estimated unloadings of LNG and daily quantities of redelivery of regasified LNG required hereunder by Pan National during such month. Pan National shall give TLC prompt notice, orally or in writing, of any changes of such schedule, which TLC shall

RATE SCHEDULE PLNG-2 (Continued)

accommodate to the extent permitted by operating conditions and requirements. Pan National shall also comply with reasonable requests of TLC for available information as to the levels and timing of future service anticipated to be required hereunder.

11.3 On a regular basis Pan National and TLC shall consult and inform the other promptly concerning events or conditions which may materially affect the operation of this Agreement, including agreements, executed or in progress, to sell LNG to be regasified hereunder, efforts as to resumption of the LNG Contract, terminal capacity used and available, and scheduled repairs or maintenance of TLC's facilities.

ARTICLE XII

Measurements and Tests for Delivery of LNG

12.1 (a) The volume of cubic meters of LNG delivered at the Discharge Point pursuant to this Agreement shall be measured in metric units by gauging of the liquid in the tanks of the LNG tanker. TLC shall cause the first gauging to be made after the Captain of the LNG tanker has given his notice of "ready to discharge", and prior to starting the unloading pumps. A second gauging operation shall take place immediately after completion of unloading. Representatives of Pan National and TLC shall have the right to be present at such gaugings.

(b) Pan National shall send or cause to be sent to TLC a certified copy of the gauging standards for each tank of each LNG tanker being used to deliver hereunder, in metric

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RATE SCHEDULE PLNG-2 (Continued)

units approved by the U.S. Bureau of Standards in Washington (D.C.) or corresponding national institution of the country in which the LNG is loaded, as well as correction charts (list, trim, tanks' contraction, etc.). Such standards and charts shall be used throughout the term of this Agreement, except in the case of a physical change in the tanks, in which case new standards and charts shall be used. LNG level measuring devices shall be approved by both TLC and Pan National. Each tank shall be equipped with two level-measuring devices of different types.

12.2 The density of the LNG shall be calculated using the revised Klosek and McKinley method.

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

12.4 Samples of the LNG shall be taken with a frequency adequate to assure a representative analysis of the LNG being unloaded, at a suitable point between the Discharge Point and TLC's storage facilities. 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 of the LNG then being delivered. Such samples

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shall be analyzed by means of a suitable gas chromatograph. The analysis or the average of such analyses shall determine the molecular composition of the LNG. A calibration of the chromatograph utilized shall be performed before the analysis of the samples taken from each unloading. Representatives of Pan National shall have the right to be present, but the absence of a duly summoned representative of Pan National shall not prevent the carrying out of calibration and sampling. Such calibration shall be effected with the aid of a gaseous mixture having a known composition closely similar to the vaporized LNG being measured.

12.5 The Gross Heating Value of LNG shall be calculated on the basis of its molecular composition and of the molecular weights and the thermies per kilogram of each of its components. The values of physical constants to be used for such calculations are set forth in Annex A hereto. Such values shall be revised by mutual agreement from time to time to conform with those contained in the most current publications of the National Bureau of Standards of the United States or those of any corresponding national institution the standards of which are approved by such institution of the country in which the LNG is loaded for shipping.

12.6 The quantity of MMBtu's unloaded from the LNG tankers shall be calculated on the basis of the following formula:

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$$Q = V \times M \times Pc$$

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in which:

Q = the number of MMBtu's unloaded

V = the volume of LNG unloaded, in m³, as determined
in accordance with section 12.1

M = the density calculated in accordance with section 12.2
of the LNG in the tanks of the LNG tanker in kg/m³

Pc = the GHV of LNG per unit of mass, in thermies/kg, as
calculated in accordance with section 12.5.

12.7 (a) Pan National shall cause to be supplied, operated
and maintained equipment for accurately gauging the level of
liquid and liquid temperature in the tanks of the ships. TLC
shall supply, operate and maintain all equipment, instruments
and devices used for the sampling of and for the determination
of the density, quality and composition of the LNG unloaded.

(b) All measurements and all calculations relating to
gauging and determination of the density of the LNG, all
measurements and all computations relating to the determination
and testing of the quality and composition of the LNG shall be
performed by TLC. Representatives of Pan National shall have
the right to be present, but the absence of a duly summoned
representative of Pan National shall not prevent either the
carrying out of the measurements or the preparation of the
calculations.

RATE SCHEDULE PLNG-2 (Continued)

(c) 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 3 years.

12.8 (a) The accuracy of the instruments used shall be verified at the request of either party. 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.

(b) If, at the time of verification, a measuring instrument is found to result in errors of one percent or less of unloaded LNG, such equipment's previous measurements shall be considered accurate for purposes of delivery calculations and such equipment shall be adjusted forthwith as necessary. If, at the time of verification, a measuring instrument is found to result in errors of more than one percent of LNG unloaded, such equipment's previous measurements shall be brought to a zero difference by comparison with calibration results for any period known definitively or agreed to have been affected by such error, and the calculation of deliveries made during said period shall be corrected accordingly; however, in the event that the period during which such error occurred is not definitively known or agreed upon, corrections

RATE SCHEDULE PLNG-2 (Continued)

shall be made for those quantities delivered during the last half of the period since the date of the last calibration.

(c) Devices for measuring the level of LNG and temperature in the tanks of the LNG tankers, as well as chromatographs used for the analysis of regasified LNG, shall be devices offering the greatest reliability and the greatest accuracy known at the time of selection. The installation and operation of such equipment shall be carried out according to the manufacturers' specifications.

12.9 All instruments and gauges used for computing the LNG delivered hereunder shall be calibrated in the following manner:

- (a) Volume: in cubic meters (m3)
- (b) Temperature: in degrees centigrade
- (c) Pressure: on a dual scale calibrated in Bars or millibars on one side and pounds per square inch on the other.

ARTICLE XIII

Measurement and Tests for Redelivery of Regasified LNG

Unless otherwise agreed upon by the parties, Pan National shall cause the measurement of the quantities of regasified LNG redelivered by TLC to be performed by Trunkline or other third party transporter receiving such regasified LNG at the Redelivery Point in accordance with such transporter's normal

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practices for measurement and testing of measuring equipment. Pan National shall seek to assure the right of TLC to be present at the installation, maintenance, or testing of the equipment used to measure the quantities redelivered by TLC and shall cooperate with any requests of TLC to do so.

ARTICLE XIV
Conditions

Except for the provisions of Articles I, VIII, IX, XIV, XV, XVI, XVII and XVIII of this Agreement, which shall apply from the date first above, the entry into effect of this Agreement is subject to the following conditions precedent:

(a) the entry into effect of the entire Purchase Agreement dated as of April 25, 1987, between Pan National and Sonatrading Amsterdam B.V. pursuant to the terms of Article XIII of such agreement.

(b) issuance by the Economic Regulatory Administration of an Order authorizing the importation and sale in the United States of the LNG to be processed hereunder, which Order has become final and no longer subject to appeal and whose terms and conditions are acceptable to both TLC and Pan National.

(c) issuance by the Commission of an Order granting a certificate of public convenience and necessity for the service hereunder, which Order has become final and no longer subject to appeal and whose terms and conditions are acceptable to both TLC and Pan National.

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ARTICLE XV
Authorizations

This Agreement is subject to the laws of the United States and the states in which it is performed and to the applicable orders, rules and regulations of governmental authorities. TLC and Pan National shall use best efforts to obtain all permits, authorizations and approvals of any governmental authorities which are required for the performance of this Agreement and the transactions which are contemplated by this Agreement and to maintain such authorizations in effect.

ARTICLE XVI
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The place of execution of this Agreement is Houston, Texas. For purposes of choice of applicable law, this Agreement shall be deemed to be performed entirely within the State of Texas.

ARTICLE XVII
Notices

Each notice, request, demand or other communication hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, or five days after it is sent by mail, or one day after being sent by telex or telecopier (with receipt confirmed) provided a copy is also

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sent by mail, addressed as follows (or to such other address as a party may designate by notice to the other):

(a) If to TLC:

Trunkline LNG Company
5400 Westheimer Ct.
Houston, Texas 77056-5310
P. O. Box 1642
Houston, Texas 77251-1642

(b) If to Pan National:

Pan National Gas Sales, Inc.
5400 Westheimer Ct.
Houston, Texas 77056-5310
P. O. Box 1642
Houston, Texas 77251-1642

ARTICLE XVIII
Miscellaneous

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

18.2 This Agreement constitutes the entire agreement between the parties and it may not be amended, modified or changed except by an instrument in writing signed by the parties.

18.3 This Agreement may be executed in any number of counterparts and each of such counterparts shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST: TRUNKLINE LNG COMPANY

(Seal)

By: /s/ John D. Townsend
Assistant Secretary

By: /s/ D. J. Campbell

ATTEST: PAN NATIONAL GAS SALES, INC.

(Seal)

By: /s/ S. G. Vaughan
Assistant Secretary

By: /s/ M. D. Bray

RATE SCHEDULE PLNG-2 (Continued)

OPERATION OF RATE SCHEDULE PLNG-2 IN CONJUNCTION WITH ITS
MARKETING AFFILIATES PANHANDLE TRADING COMPANY AND
TEXAS EASTERN GAS SERVICES COMPANY

1. Operating Personnel and Shared Facilities

TLC does not share facilities (other than telephone equipment)
or operating personnel with its marketing affiliates Panhandle
Trading Company (PTC) and Texas Eastern Gas Services Company (TEGAS).

2. Request for LNG Terminal Service

TLC does not require specified information or a specific format for
a valid request for LNG terminal service.

3. Complaint Procedures

In the event that a customer or potential customer may have any
complaints, the customer or potential customer shall:

- a. Provide TLC a written or verbal description of the complaint,
including the identification of the transportation request, if
applicable, by contacting Seller at the following:

Trunkline LNG Company
Attn: President and Chief Operating Officer
P. O. Box 1642
Houston, Texas 77251-1642
(713) 627-5400

- b. TLC will respond initially within 24 hours and in writing within
30 days advising customer or potential customer of the disposition of
the complaint.

4. Procedure to Obtain Capacity Availability and Pricing Information

Any person may request information on the pricing of LNG terminal
service or capacity availability upon furnishing information as to the
quantity and nature of service, by contacting TLC at the following
address:

Trunkline LNG Company
Attn: President and Chief Operating Officer
P. O. Box 1642
Houston, Texas 77251-1642
(713) 627-5400

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Superseding: First Revised Sheet No. 79.1

RATE SCHEDULE PLNG-2 (Continued)

OPERATION OF RATE SCHEDULE PLNG-2 IN CONJUNCTION WITH ITS
MARKETING AFFILIATES 1 SOURCE ENERGY SERVICES COMPANY AND
PAN NATIONAL GAS SALES, INC.

1. Operating Personnel and Shared Facilities

TLC shares no facilities (other than telephone equipment, a Local Area Network and a mainframe computer system) or operating personnel with any of its marketing affiliates. The computer equipment, including access to all computer data bases, is password protected in order to maintain segregation of utilization and confidential access to the system.

2. Complaint Procedures

- (a) Any person wishing to file a complaint with respect to the operation by TLC of this Rate Schedule PLNG-2 in conjunction with its marketing affiliates shall provide TLC with a written or verbal description of the complaint, including the identification of the terminalling request, if applicable, by contacting TLC at the following address:

Trunkline LNG Company
Attn: Manager, Administration
P. O. Box 6327
Lake Charles, Louisiana 70606
(318) 478-9936

- (b) TLC will respond initially within 24 hours and in writing within 30 days advising customer or potential customer of the disposition of the complaint.

3. Any person may request information on the pricing of LNG terminal service or capacity availability upon furnishing information as to the quantity and nature of service, by contacting TLC at the following address:

Trunkline LNG Company
Attn: Manager, Administration
P. O. Box 6327
Lake Charles, Louisiana 70606
(318) 478-9936

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RESERVED FOR FUTURE USE.

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Superseding: First Revised Sheet No. 80

Reserved for Future Use

