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September 1, 2010

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Trunkline LNG Company, LLC  
Docket No. RP10-\_\_\_\_-000

Dear Ms. Bose:

Trunkline LNG Company, LLC (TLNG) submits herewith for filing the revised tariff sections listed on Appendix A to its FERC Gas Tariff, Third Revised Volume No. 1-A, proposed to become effective November 1, 2010.

#### **STATEMENT OF NATURE, REASONS AND BASIS**

The purpose of this filing is to comply with Order No. 587-U, Final Rule issued on March 24, 2010 in Docket Nos. RM96-1-030 and RM96-1-036, 130 FERC ¶ 61,212 (2010). The Wholesale Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB) promulgated new and revised standards which were adopted by the Commission and incorporated by reference in the Commission's Regulations. The revised tariff sections included herewith reflect standards in Version 1.9, which were published by NAESB on September 30, 2009.

TLNG proposes new GT&C Section 25. Business Practices Standards to reflect all the NAESB Version 1.9 gas standards and data sets incorporated by reference in accordance with the recommended format set forth in the Final Rule. Standards currently located in GT&C Section 22.6 are removed and Section 22 has been renumbered. The definition for Central Time in GT&C Section 1 is expanded to include Central Clock Time in response to NAESB's new General Standard 0.3.17. GT&C Section 9, Capacity Release is updated to reflect Version 1.9 standards including revised Standards 5.3.1 and 5.3.2 and new standards related to index-based capacity release transactions. A detailed explanation of the Tariff changes is included in Appendix B.

In compliance with the Final Rule, in Appendix C hereto TLNG has included a cross-reference table listing all of the Version 1.9 standards adopted by the Commission. The table indicates whether each standard is incorporated by reference and includes a cross-reference to the tariff provision in which that standard is contained. The Final Rule also requires, where applicable, a table of waivers or extension of time granted by the Commission to a pipeline for implementation of NAESB standards. TLNG has no waivers or extensions of time to report.

## CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The eTariff XML filing package contains:

- . the proposed tariff records in RTF format with metadata attached
- . a transmittal letter including Appendices A, B and C in PDF format
- . a clean copy of the proposed tariff records in PDF format for publishing in eLibrary
- . a marked version of the proposed tariff changes pursuant to Section 154.201(a) of the Commission's Regulations
- . a copy of the complete filing in PDF format for publishing in eLibrary

## IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, TLNG requests that the proposed tariff records be accepted effective November 1, 2010 without further action from TLNG. TLNG reserves the right to move the tariff records into effect in the event any change to the proposed tariff section may be ordered by the Commission.

## COMMUNICATIONS, PLEADINGS AND ORDERS

TLNG requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on the following:

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<sup>1</sup> Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. TLNG respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow TLNG to include three representatives on the official service list.

<sup>2</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at TLNG's office at 5444 Westheimer Road, Houston, Texas 77056-5306. In addition, copies of this filing are being served on jurisdictional customers and interested state regulatory agencies. TLNG has posted a copy of this filing on its Internet web site accessible via <http://www.panhandleenergy.com> under "Informational Postings, TLNG, Other, Recent Filings".

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

TRUNKLINE LNG COMPANY, LLC

*/s/ William W. Grygar*

William W. Grygar  
Rates and Regulatory Affairs

TRUNKLINE LNG COMPANY, LLC  
FERC Gas Tariff  
Third Revised Volume No. 1-A

Proposed to be effective November 1, 2010

<u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	Part I	Table of Contents
1.0.0	Part VI	General Terms and Conditions
1.0.0	GT&C Section 1.	Definitions
1.0.0	GT&C Section 9.	Capacity Release
1.0.0	GT&C Section 22.	Miscellaneous
1.0.0	GT&C Section 25.	Business Practices Standards

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**GENERAL TERMS AND CONDITIONS**

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## GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to all services provided herein:

### 1. DEFINITIONS

**"Alternate Vaporization" or "Alternate Vaporization Service"** shall mean regasification of LNG by process of ambient air vaporization.

**"Bar"** shall mean a pressure equal to 14.504 pounds per square inch.

**"Base Facilities"** shall mean the Facilities providing Storage capacity of 1.8 million barrels (285,000 m<sup>3</sup>); and delivery capacity of 630,000 Dt per Day.

**"Boil-Off"** gas shall mean low pressure Gas (i) boiling off from TLNG's storage tanks and other terminal facilities, (ii) flashing from the liquid phase to the gaseous phase during loading and unloading of Shipper's LNG and (iii) boiling off during regasification.

**"British Thermal Unit" or "Btu"** shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions. One million Btu's is referred to as 1 MMBtu. All Btu's shall be considered as references to Btu's of GHV.

**"Business Day"** shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Clock Time, excluding Federal Banking Holidays.

**"Central Time (CT)" or "Central Clock Time (CCT)"** shall mean the time in the Central Time Zone, as adjusted for Daylight Savings Time and Standard Time.

**"Commission" or "FERC"** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

**"Dekatherm (Dt)" or "MMBtu"** shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 13 herein and based on the same pressure base as the volumes.

**"Electronic Funds Transfer"** shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and TLNG in the future.

**"Expansion Facilities"** shall mean the Facilities providing incremental Storage capacity of 880,000 barrels (140,000 m<sup>3</sup>); Expansion Vaporization capacity of 570,000 Dt per Day, and Modified Expansion Vaporization capacity of 1,170,000 Dt per Day.

**"Fuel Reimbursement"** shall mean the reimbursement in kind to TLNG by Shipper for fuel usage and lost or unaccounted for Gas.

**"Gas" or "Natural Gas"** shall mean a mixture of hydrocarbon and nonhydrocarbon gases which are gaseous at room temperature and pressure, whose primary constituent is methane and whose GHV is 950 to 1,200 Btu per cubic foot.

**"Gas Day" or "Day"** shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time. The reference date for any Day or Gas Day shall be the date of the beginning of such Day or Gas Day.

**"Gross Heating Value" or "GHV"** shall mean 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 0°C and 1.01325 Bars.

**"Lending" or "Lending Service"** shall mean the receipt of LNG by Shipper from TLNG and the subsequent return of such LNG to TLNG.

**"Lending Point"** shall mean the Terminal.

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

**"Loaned Quantity"** shall mean the Quantity of LNG, expressed in dekatherms, received by Shipper from TLNG pursuant to a Lending Service transaction that has not yet been repaid to TLNG at any point in time.

**"Long-Term Agreement"** shall mean a firm Service Agreement with a primary term of one year or more.

**"Maximum Contract Storage Capacity (MCSC)"** shall mean the maximum Quantity of LNG Shipper is permitted to have in Storage at any time as stated in the Service Agreement.

**"Maximum Daily Quantity (MDQ)"** shall mean the maximum Quantity of LNG, as stated in the Service Agreement, that Shipper may vaporize utilizing Alternate Vaporization on any Gas Day.

**"Maximum Rate"** shall mean the applicable maximum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule plus all surcharges specified in the General Terms and Conditions, as may be applicable from time to time.

**"Minimum Rate"** shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

**"Month"** shall mean the period beginning at 9:00 a.m. on the first Gas Day of the calendar month and continuing through the last Gas Day of the calendar month.

**"Negotiated Rate"** shall mean the rate agreed to by Shipper and TLNG which may be less than, equal to or greater than the Maximum Rate but shall not be less than the Minimum Rate. The Negotiated Rate may be based on a rate design other than straight fixed variable, may vary based on an index or other variable rate and may include a minimum quantity.

**"NGL Delivery Point"** shall mean the liquids custody transfer meter through which the plant products are delivered after processing.

**"Operational Flow Order (OFO)"** shall mean an order issued by TLNG to any Shipper pursuant to Section 7 herein.

**"Point of Delivery"** shall mean a point at the outlet side of TLNG's facilities at a point of interconnection between the facilities of TLNG and the pipeline facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement.

**"Pre-arranged Replacement Shipper (PRS)"** shall mean the entity designated by Releasing Shipper prior to the released capacity being posted on Messenger®. The PRS must be on the approved bidders list in accordance with Section 9.4(A) of the General Terms and Conditions and will become a Replacement Shipper upon selection of its bid as the best bid.

**"Quantity"** or **"Quantities"** shall mean the number of units of Gas or LNG expressed in Dekatherms (Dt).

**"Receipt/Discharge Point"** shall mean the flange located at the connection of the permanent loading pipe system of the LNG vessel with the loading arm of TLNG's Terminal.

**"Regasified LNG"** shall mean LNG which has been converted from its liquid state to a gaseous state by mechanical vaporization process.

**"Releasing Shipper"** shall mean a firm Shipper that releases capacity pursuant to Section 9 herein.

**"Replacement Shipper"** shall mean any entity that obtains capacity from a Releasing Shipper pursuant to Section 9 herein.

**"Service Agreement"** shall mean the written executed agreement, in the form prescribed in this Tariff, applicable to the particular Rate Schedule under which service is being provided, including a Capacity Release Service Agreement.

**"Shipper"** shall mean the entity that has executed a Service Agreement with TLNG for any capacity release or Terminal service.

**"Shipper's Truck"** shall mean truck(s) and trailer equipment under the control of Shipper or persons designated by Shipper and certified by the Department of Transportation to transport LNG.

**"Shipper's Vessel"** shall mean a vessel(s) under the control of Shipper or persons designated by Shipper and used to transport LNG.

**"Storage"** shall mean the retention by TLNG of Shipper's LNG for a period of time in tanks at TLNG's Terminal.

**"Stored Volume"** shall mean the Quantity of LNG held by TLNG in Storage for Shipper's account at any time.

**"Thermie"** shall mean one thousand kilocalories, or one million calories. Two hundred fifty-two Thermies equal one Dekatherm.

**"Terminal"** shall mean the land, facilities and rights belonging to TLNG at Lake Charles, Louisiana for the receipt, Storage, regasification and delivery of LNG and Regasified LNG.

**"Terminal Service"** shall mean the receipt and storage of LNG and the subsequent delivery of LNG or Regasified LNG.

**"TLNG"** shall mean Trunkline LNG Company, LLC.

**"Web Site"** shall mean TLNG's HTML page accessible via the Internet's World Wide Web located at <http://www.panhandleenergy.com>.

## GENERAL TERMS AND CONDITIONS

### 9. CAPACITY RELEASE

#### 9.1 Capacity Eligible for Release

- (A) Shippers under Rate Schedules FTS, FTS-2 and FAV shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this Section 9. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by TLNG based on usage.
- (B) TLNG shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on Messenger® or by using any other marketing services at its disposal.

#### 9.2 Shipper Release Notice

- (A) A Shipper that desires to release any or all of its firm capacity under this Section 9 must notify TLNG electronically on Messenger® or through electronic data interchange of its intent to release capacity and the terms of the release (hereinafter referred to as "Shipper Notice"). A Shipper Notice shall be posted upon receipt by TLNG or such later time which must comply with the timeline set forth in Section 9.4(B) herein, as requested by Releasing Shipper. This Shipper Notice shall include:
  - (1) Releasing Shipper's contract number;
  - (2) The specific quantity of capacity to be released;
  - (3) If the request for release is on a permanent basis;
  - (4) The period of time or term of the release;
  - (5) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
  - (6) Whether contingent bids will be accepted and when the contingency must be removed;
  - (7) The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;

- (8) The minimum rate expressed in dollars and cents, percentage of Maximum Tariff Rate or the index-based formula as detailed in the capacity release offer, term, and quantity of capacity Releasing Shipper will accept, if any, and whether bids using a volumetric rate for the collection of Reservation and Usage Charges will be accepted and whether Releasing Shipper requires a volumetric commitment. The maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum Reservation and Usage rates. Notwithstanding the above, no rate limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which TLNG is notified of the release;
  - (9) The duration of the posting which may not be less than the minimum bid period specified in Section 9.4(B) herein;
  - (10) The best bid criterion if different from that described in Section 9.4(H) herein, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable TLNG to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Shipper Notice;
  - (11) If the release is for any period of thirty-one (31) days or less and is exempt from bidding in accordance with Section 9.3(A), the Releasing Shipper may designate in the Shipper Notice the winning bid criterion to be the first acceptable bid received;
  - (12) Whether the Shipper Notice may be rejected in part in the event TLNG rejects such Shipper Notice pursuant to Section 9.7; and
  - (13) Whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations and, if so, include the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (B) Releasing Shipper may withdraw its Shipper Notice at any time prior to the close of the bid period specified in the Shipper Notice herein when unanticipated circumstances justify and no minimum bid has been made.

- (C) When a Releasing Shipper presents a PRS that is on the approved bidders list, such PRS shall acknowledge the Shipper Release Notice electronically.
- (D) The terms Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, TLNG may withdraw the Shipper Notice from posting.

### 9.3 Exceptions to Bidding

- (A) The following capacity releases are exempt from the bidding process set forth in Section 9.4 herein:
  - (1) A capacity release for any period of thirty-one (31) days or less. A firm Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 9.3(A)(2), (3) or (4) below.
  - (2) A capacity release for more than one year at the maximum tariff rate.
  - (3) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations.
  - (4) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (B) In the event a capacity release is exempt from bidding in accordance with Section 9.3(A) herein, the Releasing Shipper presents a PRS that is on the approved bidders list, and such PRS agrees to all conditions of the release prior to the submission of the Shipper Notice to TLNG, the released capacity will be assigned to the PRS and such Shipper Notice shall be exempt from the bidding process in accordance with Section 9.4 herein. The PRS will be posted as the winning bidder in accordance with Section 9.4(l) herein.
- (C) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases, the posting of the Shipper Notice for prearranged deals not subject to bid are due (Central Clock Time):

- (1) Timely Cycle - by 10:30 a.m.
- (2) Evening Cycle - by 5:00 p.m.

- (3) Intra-day 1 Cycle - by 9:00 a.m.
- (4) Intra-day 2 Cycle - by 4:00 p.m.

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

#### 9.4 Bidding Process

- (A) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 2 herein and have executed a capacity release service agreement with TLNG in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies TLNG to the contrary, no longer meets the credit qualifications in Section 2.3 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 15 herein.
- (B) The capacity release timeline in Central Clock Time applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided TLNG with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (3) there are no special terms or conditions of the release.

Further, TLNG may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by TLNG).

- (1) For biddable releases (1 year or less)

##### On a Business Day

12:00 p.m. Time by which Releasing Shipper shall post the Shipper Notice on the Messenger® system

- 1:00 p.m. Bidding period ends  
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken
- 2:00 p.m. Evaluation period ends and award posting if no match required  
  
Match or award is communicated
- 2:30 p.m. Match response is due
- 3:00 p.m. Award posting where match is required

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum. (Central Clock Time)

(2) For biddable releases (more than 1 year)

- 12:00 p.m. Releasing Shipper shall post the Release Notice on the Messenger® system four Business Days before award
- 1:00 p.m. Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days).  
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken
- 2:00 p.m. Evaluation period ends and award posting if no match required  
Match or award is communicated to Designated Replacement Shipper
- 2:30 p.m. Match response is due from Designated Replacement Shipper
- 3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next

available nomination cycle for the effective date of the capacity release addendum. (Central Clock Time)

(3) Releases with Special Conditions

For the capacity release business process timing model, only the following methodologies are required to be supported by TLNG and provided to releasing shippers as choices from which they may select and, once chosen, be used in determining the awards from the bid(s) submitted. They are: 1) highest rate 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other releasing shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of TLNG. However, TLNG is not required to offer other choices or similar timeline treatment for other choices, nor, is TLNG held to the timeline should the releasing shipper elect another method of evaluation.

- (C) All bids must be expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer, whichever is stated in the Shipper Notice, must include the required bid information and must be received and posted on TLNG's Messenger<sup>®</sup> system with any contingencies identified and with the bidder's identity deleted.
- (D) A bidder may submit only one bid at a time in response to a Shipper Notice. A bidder may withdraw its bid at any time prior to the close of the posting period specified in the Shipper Notice without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.
- (E) Where there is a PRS and a bid which is better than the bid submitted by the PRS, TLNG will notify the PRS by 2:00 p.m. Central Clock Time on the Day capacity is awarded and the PRS will have until 2:30 p.m. to match the better bid and obtain the right to the released capacity. TLNG shall issue an Addendum to the PRS unless a better bid, as defined in Section 9.2(A)(10) or 9.4(H) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, TLNG shall issue an Addendum to the party who made the best bid.
- (F) All bids not withdrawn prior to the close of the posting period specified in the Shipper Notice shall be binding.

- (G) In the event that a winning bid has a contingency, and TLNG is not notified that such contingency has been removed within the time period specified in the Shipper Notice, such contingent bid will be rejected by TLNG.
- (H) If there are multiple bids meeting the minimum conditions, TLNG shall rank the bids and TLNG shall award the bids, best bid first, until all offered capacity is awarded. TLNG will notify, through the Messenger® system by 2:00 p.m. Central Clock Time following the end of the posting period, or by 3:00 p.m. Central Clock Time if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded.
- (I) TLNG will post the winning bids and Replacement Shippers' identity on the Messenger® system for at least five (5) Business Days.

#### 9.5 Rights and Obligations of Releasing Shipper

- (A) Regardless of the amount of capacity Releasing Shipper releases under this Section 9, Releasing Shipper shall remain liable for the Reservation and Usage Charges attributable to the released capacity unless otherwise agreed to in writing and in advance by TLNG. In the event of a permanent release, TLNG may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the Reservation and Usage Charges.
- (B) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. TLNG will automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- (C) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing only a portion of its MCSC or MDQ, as applicable, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.
- (D) By the day the capacity is released, Releasing Shipper shall reduce its Stored Volumes to the remaining MCSC if any. Releasing Shipper may satisfy its obligation to reduce its Stored Volume by causing LNG to be withdrawn or Regasified LNG to be delivered or by transferring Stored Volumes to another Shipper pursuant to Section 4.4(B).
- (E) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.

- (F) In the event of termination of a Replacement Shipper's Addendum pursuant to Section 9.6(C) herein, the released capacity related to such Addendum will revert to the Releasing Shipper.
- (G) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. The recall notification to TLNG shall specify the Quantity in terms of total released capacity entitlements.

#### 9.6 Rights and Obligations of Replacement Shipper

- (A) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if TLNG selects such bid as the best bid. If all the information provided by the Releasing Shipper and the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, TLNG will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid. The capacity release addendum number will be issued within one hour of the award posting.
- (B) Replacement Shipper may submit nominations pursuant to Section 3 herein beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will service commence on Replacement Shipper's Service Agreement prior to the effective date of the release as posted in the Shipper Notice.
- (C) Replacement Shipper is responsible for payment of the Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges. In the event of payment default, subject to Section 15 herein, TLNG may elect to terminate that Replacement Shipper's Capacity Release Service Agreement which shall terminate all service thereunder.
- (D) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Shipper Notice require otherwise.
- (E) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

#### 9.7 Rights and Obligations of TLNG

TLNG shall determine, in its sole discretion, the best bid based upon the best bid criteria established pursuant to Section 9.2(A)(10) or Section 9.4(H) herein. TLNG shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Shipper Notice or bid which is discriminatory or conflicts with any order or regulation issued by the FERC, or provision of the Service Agreement, Rate Schedule or General Terms and Conditions. Such Shipper Notice shall be rejected in its entirety unless Shipper, pursuant to Section 9.2(A)(12), permits a partial rejection. TLNG shall provide notification to Shipper of the reason(s) for rejecting a release notice with the notice of rejection. TLNG shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of TLNG's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify TLNG from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of TLNG's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of TLNG's negligence, bad faith or willful misconduct.

#### 9.8 Term

- (A) Any release under this Section 9 shall be for a minimum term of at least ten Gas Days.
- (B) Any release under this Section 9 shall be for a maximum term expiring on the earlier of:
  - (1) The last date this Tariff provision shall be effective;
  - (2) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or
  - (3) The expiration date specified by the Releasing Shipper in the Shipper Notice.

#### 9.9 Billing Adjustments to Releasing Shipper

- (A) TLNG shall credit Releasing Shipper's monthly bill to reflect the Reservation Charges (including surcharges, if any) invoiced to Replacement Shipper provided, however, that TLNG and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 9.9 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a

volumetric rate, the volumetric rate shall be no greater than the 100% load factor equivalent of the Maximum Reservation Rate currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill. Replacement Shipper's payment of the Usage Charge and applicable usage surcharges, if any, will be retained by TLNG. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which TLNG is notified of the release.

- (B) If Replacement Shipper fails to pay all or any part of the Reservation Charges so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with Section 15 herein.
- (C) TLNG and Releasing Shipper may enter into a marketing agreement. In the event TLNG issues an Addendum to a Replacement Shipper found by TLNG pursuant to such marketing agreement, any negotiated marketing fee will be added to Releasing Shipper's invoice.

## GENERAL TERMS AND CONDITIONS

### 22. MISCELLANEOUS

- 22.1 Service Agreements shall be governed by and interpreted in accordance with the laws of the State of Texas, except for the conflict of laws provisions thereof.
- 22.2 Service Agreements create no rights in third parties.
- 22.3 Except as otherwise specified in any Service Agreement, any notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either TLNG or Shipper may desire to give to the other shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other as stated in the Service Agreement, or at such other address as may be designated by formal written notice. Routine communications and bills, excluding payments otherwise provided for in Section 15 herein, shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent.
- 22.4 TLNG may waive any of its rights hereunder or any obligations of Shipper, on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.
- 22.5 In compliance with the Commission's Opinion No. 796 in Docket No. CP74-138 et al., TLNG shall file semi-annual reports on February 15 and August 14 of each year. Each report shall identify abnormal events in the operation of the Terminal and describe the status of the LNG import project and the operation of the Terminal for immediately preceding six (6) Month period ended on December 31 or June 30.
- 22.6 TLNG may, from time to time, enter into agreements with other interstate or intrastate pipeline companies for capacity (off-system capacity). In the event that TLNG acquires off-system capacity, TLNG will provide service to Shippers with the off-system capacity pursuant to TLNG's open access tariff and subject to TLNG's Commission-approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 22.6, the "shipper must have title" requirement is waived.

## GENERAL TERMS AND CONDITIONS

### 25. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

TLNG has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12 (a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGO Standards referenced elsewhere in the Tariff, TLNG specifically incorporates by reference the following NAESB WGO Version 1.9 Standards, Definitions, and Data Sets, by reference:

#### **Additional Standards:**

##### **General:**

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

##### **Creditworthiness:**

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0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

##### **Gas/Electric Operational Communications:**

Definitions:

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Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

##### **Storage Information**

Data Sets:

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##### **Nominations Related Standards:**

Definitions:

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Standards:

1.3.1, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80

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**Flowing Gas Related Standards:**

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**Quadrant Electronic Delivery Mechanism Related Standards:**

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**Capacity Release Standards:**

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MARKED VERSION

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## GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to all services provided herein:

### 1. DEFINITIONS

**"Alternate Vaporization" or "Alternate Vaporization Service"** shall mean regasification of LNG by process of ambient air vaporization.

**"Bar"** shall mean a pressure equal to 14.504 pounds per square inch.

**"Base Facilities"** shall mean the Facilities providing Storage capacity of 1.8 million barrels (285,000 m<sup>3</sup>); and delivery capacity of 630,000 Dt per Day.

**"Boil-Off"** gas shall mean low pressure Gas (i) boiling off from TLNG's storage tanks and other terminal facilities, (ii) flashing from the liquid phase to the gaseous phase during loading and unloading of Shipper's LNG and (iii) boiling off during regasification.

**"British Thermal Unit" or "Btu"** shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions. One million Btu's is referred to as 1 MMBtu. All Btu's shall be considered as references to Btu's of GHV.

**"Business Day"** shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Clock Time, excluding Federal Banking Holidays.

**"Central Time (CT)" or "Central Clock Time (CCT)"** shall mean Central Clock Time ~~the time in the Central Time Zone, as adjusted for whether Central Standard Time or Central~~ Daylight Savings Time and Standard Time.

**"Commission" or "FERC"** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

**"Dekatherm (Dt)" or "MMBtu"** shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 13 herein and based on the same pressure base as the volumes.

**"Electronic Funds Transfer"** shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and TLNG in the future.

**"Expansion Facilities"** shall mean the Facilities providing incremental Storage capacity of 880,000 barrels (140,000 m<sup>3</sup>); Expansion Vaporization capacity of 570,000 Dt per Day, and Modified Expansion Vaporization capacity of 1,170,000 Dt per Day.

**"Fuel Reimbursement"** shall mean the reimbursement in kind to TLNG by Shipper for fuel usage and lost or unaccounted for Gas.

**"Gas" or "Natural Gas"** shall mean a mixture of hydrocarbon and nonhydrocarbon gases which are gaseous at room temperature and pressure, whose primary constituent is methane and whose GHV is 950 to 1,200 Btu per cubic foot.

**"Gas Day" or "Day"** shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time. The reference date for any Day or Gas Day shall be the date of the beginning of such Day or Gas Day.

**"Gross Heating Value" or "GHV"** shall mean 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 0°C and 1.01325 Bars.

**"Lending" or "Lending Service"** shall mean the receipt of LNG by Shipper from TLNG and the subsequent return of such LNG to TLNG.

**"Lending Point"** shall mean the Terminal.

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

**"Loaned Quantity"** shall mean the Quantity of LNG, expressed in dekatherms, received by Shipper from TLNG pursuant to a Lending Service transaction that has not yet been repaid to TLNG at any point in time.

**"Long-Term Agreement"** shall mean a firm Service Agreement with a primary term of one year or more.

**"Maximum Contract Storage Capacity (MCSC)"** shall mean the maximum Quantity of LNG Shipper is permitted to have in Storage at any time as stated in the Service Agreement.

**"Maximum Daily Quantity (MDQ)"** shall mean the maximum Quantity of LNG, as stated in the Service Agreement, that Shipper may vaporize utilizing Alternate Vaporization on any Gas Day.

**"Maximum Rate"** shall mean the applicable maximum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule plus all surcharges specified in the General Terms and Conditions, as may be applicable from time to time.

**"Minimum Rate"** shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

**"Month"** shall mean the period beginning at 9:00 a.m. on the first Gas Day of the calendar month and continuing through the last Gas Day of the calendar month.

**"Negotiated Rate"** shall mean the rate agreed to by Shipper and TLNG which may be less than, equal to or greater than the Maximum Rate but shall not be less than the Minimum Rate. The Negotiated Rate may be based on a rate design other than straight fixed variable, may vary based on an index or other variable rate and may include a minimum quantity.

**"NGL Delivery Point"** shall mean the liquids custody transfer meter through which the plant products are delivered after processing.

**"Operational Flow Order (OFO)"** shall mean an order issued by TLNG to any Shipper pursuant to Section 7 herein.

**"Point of Delivery"** shall mean a point at the outlet side of TLNG's facilities at a point of interconnection between the facilities of TLNG and the pipeline facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement.

**"Pre-arranged Replacement Shipper (PRS)"** shall mean the entity designated by Releasing Shipper prior to the released capacity being posted on Messenger®. The PRS must be on the approved bidders list in accordance with Section 9.4(A) of the General Terms and Conditions and will become a Replacement Shipper upon selection of its bid as the best bid.

**"Quantity"** or **"Quantities"** shall mean the number of units of Gas or LNG expressed in Dekatherms (Dt).

**"Receipt/Discharge Point"** shall mean the flange located at the connection of the permanent loading pipe system of the LNG vessel with the loading arm of TLNG's Terminal.

**"Regasified LNG"** shall mean LNG which has been converted from its liquid state to a gaseous state by mechanical vaporization process.

**"Releasing Shipper"** shall mean a firm Shipper that releases capacity pursuant to Section 9 herein.

**"Replacement Shipper"** shall mean any entity that obtains capacity from a Releasing Shipper pursuant to Section 9 herein.

**"Service Agreement"** shall mean the written executed agreement, in the form prescribed in this Tariff, applicable to the particular Rate Schedule under which service is being provided, including a Capacity Release Service Agreement.

**"Shipper"** shall mean the entity that has executed a Service Agreement with TLNG for any capacity release or Terminal service.

**"Shipper's Truck"** shall mean truck(s) and trailer equipment under the control of Shipper or persons designated by Shipper and certified by the Department of Transportation to transport LNG.

**"Shipper's Vessel"** shall mean a vessel(s) under the control of Shipper or persons designated by Shipper and used to transport LNG.

**"Storage"** shall mean the retention by TLNG of Shipper's LNG for a period of time in tanks at TLNG's Terminal.

**"Stored Volume"** shall mean the Quantity of LNG held by TLNG in Storage for Shipper's account at any time.

**"Thermie"** shall mean one thousand kilocalories, or one million calories. Two hundred fifty-two Thermies equal one Dekatherm.

**"Terminal"** shall mean the land, facilities and rights belonging to TLNG at Lake Charles, Louisiana for the receipt, Storage, regasification and delivery of LNG and Regasified LNG.

**"Terminal Service"** shall mean the receipt and storage of LNG and the subsequent delivery of LNG or Regasified LNG.

**"TLNG"** shall mean Trunkline LNG Company, LLC.

**"Web Site"** shall mean TLNG's HTML page accessible via the Internet's World Wide Web located at <http://www.panhandleenergy.com>.

## GENERAL TERMS AND CONDITIONS

### 9. CAPACITY RELEASE

#### 9.1 Capacity Eligible for Release

- (A) Shippers under Rate Schedules FTS, FTS-2 and FAV shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this Section 9. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by TLNG based on usage.
- (B) TLNG shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on Messenger® or by using any other marketing services at its disposal.

#### 9.2 Shipper Release Notice

- (A) A Shipper that desires to release any or all of its firm capacity under this Section 9 must notify TLNG electronically on Messenger® or through electronic data interchange of its intent to release capacity and the terms of the release (hereinafter referred to as "Shipper Notice"). A Shipper Notice shall be posted upon receipt by TLNG or such later time which must comply with the timeline set forth in Section 9.4(B) herein, as requested by Releasing Shipper. This Shipper Notice shall include:
  - (1) Releasing Shipper's contract number;
  - (2) The specific quantity of capacity to be released;
  - (3) If the request for release is on a permanent basis;
  - (4) The period of time or term of the release;
  - (5) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
  - (6) Whether contingent bids will be accepted and when the contingency must be removed;
  - (7) The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;

- (8) The minimum rate expressed in dollars and cents, ~~or~~ percentage of Maximum Tariff Rate or the index-based formula as detailed in the capacity release offer, term, and quantity of capacity Releasing Shipper will accept, if any, and whether bids using a volumetric rate for the collection of Reservation and Usage Charges will be accepted and whether Releasing Shipper requires a volumetric commitment. The maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum Reservation and Usage rates. Notwithstanding the above, no rate limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which TLNG is notified of the release;
- (9) The duration of the posting which may not be less than the minimum bid period specified in Section 9.4(B) herein;
- (10) The best bid criterion if different from that described in Section 9.4(H) herein, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable TLNG to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Shipper Notice;
- (11) If the release is for any period of thirty-one (31) days or less and is exempt from bidding in accordance with Section 9.3(A), the Releasing Shipper may designate in the Shipper Notice the winning bid criterion to be the first acceptable bid received;
- (12) Whether the Shipper Notice may be rejected in part in the event TLNG rejects such Shipper Notice pursuant to Section 9.7; and
- (13) Whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations and, if so, include the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (B) Releasing Shipper may withdraw its Shipper Notice at any time prior to the close of the bid period specified in the Shipper Notice herein when unanticipated circumstances justify and no minimum bid has been made.

- (C) When a Releasing Shipper presents a PRS that is on the approved bidders list, such PRS shall acknowledge the Shipper Release Notice electronically.
- (D) The terms Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, TLNG may withdraw the Shipper Notice from posting.

### 9.3 Exceptions to Bidding

- (A) The following capacity releases are exempt from the bidding process set forth in Section 9.4 herein:
  - (1) A capacity release for any period of thirty-one (31) days or less. A firm Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 9.3(A)(2), (3) or (4) below.
  - (2) A capacity release for more than one year at the maximum tariff rate.
  - (3) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations.
  - (4) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (B) In the event a capacity release is exempt from bidding in accordance with Section 9.3(A) herein, the Releasing Shipper presents a PRS that is on the approved bidders list, and such PRS agrees to all conditions of the release prior to the submission of the Shipper Notice to TLNG, the released capacity will be assigned to the PRS and such Shipper Notice shall be exempt from the bidding process in accordance with Section 9.4 herein. The PRS will be posted as the winning bidder in accordance with Section 9.4(l) herein.
- (C) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases, the posting of the Shipper Notice for prearranged deals not subject to bid are due (Central Clock Time):

- (1) Timely Cycle - by 10:30 a.m.
- (2) Evening Cycle - by 5:00 p.m.

- (3) Intra-day 1 Cycle - by 9:00 a.m.
- (4) Intra-day 2 Cycle - by 4:00 p.m.

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

#### 9.4 Bidding Process

- (A) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 2 herein and have executed a capacity release service agreement with TLNG in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies TLNG to the contrary, no longer meets the credit qualifications in Section 2.3 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 15 herein.

- (B) The capacity release timeline in Central ~~Clock~~ Time ~~is applicable~~ applies to all parties involved in the ~~C~~capacity ~~R~~release process provided that:; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided TLNG with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (3) there are no special terms or conditions of the release.

Further, TLNG may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by TLNG).

- (1) For biddable releases (1 year or less)

##### On a Business Day

12:00 p.m. Time by which Releasing Shipper shall post the Shipper Notice on the Messenger® system

- 1:00 p.m. Bidding period ends  
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken
- 2:00 p.m. Evaluation period ends and award posting if no match required  
  
Match or award is communicated
- 2:30 p.m. Match response is due
- 3:00 p.m. Award posting where match is required

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum. (Central Clock Time)

(2) For biddable releases (more than 1 year)

12:00 p.m. Releasing Shipper shall post the Release Notice on the Messenger® system four Business Days before award

1:00 p.m. Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days).  
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken

2:00 p.m. Evaluation period ends and award posting if no match required  
Match or award is communicated to Designated Replacement Shipper

2:30 p.m. Match response is due from Designated Replacement Shipper

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next

~~available nomination cycle for the effective date of the capacity release addendum. (Central Clock Time)~~

~~The timeline is the same as biddable releases for 1 year or less except that the Releasing Shipper shall post the Shipper Notice on the Messenger® system by 12:00 p.m. Central Time four (4) Business Days before award. Open season ends no later than 1:00 p.m. Central Time on the Business Day before timely nominations are due (open season is three Business Days).~~

(3) Releases with Special Conditions

For the capacity release business process timing model, only the following methodologies are required to be supported by TLNG and provided to releasing shippers as choices from which they may select and, once chosen, be used in determining the awards from the bid(s) submitted. They are: 1) highest rate 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other releasing shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of TLNG. However, TLNG is not required to offer other choices or similar timeline treatment for other choices, nor, is TLNG held to the timeline should the releasing shipper elect another method of evaluation.

- (C) All bids must be expressed in dollars and cents, ~~or~~ percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer, whichever is stated in the Shipper Notice, must include the required bid information and must be received and posted on TLNG's Messenger® system with any contingencies identified and with the bidder's identity deleted.
- (D) A bidder may submit only one bid at a time in response to a Shipper Notice. A bidder may withdraw its bid at any time prior to the close of the posting period specified in the Shipper Notice without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.
- (E) Where there is a PRS and a bid which is better than the bid submitted by the PRS, TLNG will notify the PRS by 2:00 p.m. Central Clock Time on the Day capacity is awarded and the PRS will have until 2:30 p.m. to match the better bid and obtain the right to the released capacity. TLNG shall issue an Addendum to the PRS unless a better bid, as defined in Section 9.2(A)(10) or 9.4(H) herein, is received within the time period specified in the posting. In the

event the PRS does not match the better bid, TLNG shall issue an Addendum to the party who made the best bid.

- (F) All bids not withdrawn prior to the close of the posting period specified in the Shipper Notice shall be binding.
- (G) In the event that a winning bid has a contingency, and TLNG is not notified that such contingency has been removed within the time period specified in the Shipper Notice, such contingent bid will be rejected by TLNG.
- (H) If there are multiple bids meeting the minimum conditions, TLNG shall rank the bids and TLNG shall award the bids, best bid first, until all offered capacity is awarded. TLNG will notify, through the Messenger® system by 2:00 p.m. Central [Clock](#) Time following the end of the posting period, or by 3:00 p.m. Central [Clock](#) Time if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded.
- (I) TLNG will post the winning bids and Replacement Shippers' identity on the Messenger® system for at least five (5) Business Days.

#### 9.5 Rights and Obligations of Releasing Shipper

- (A) Regardless of the amount of capacity Releasing Shipper releases under this Section 9, Releasing Shipper shall remain liable for the Reservation and Usage Charges attributable to the released capacity unless otherwise agreed to in writing and in advance by TLNG. In the event of a permanent release, TLNG may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the Reservation and Usage Charges.
- (B) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. TLNG will automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- (C) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing only a portion of its MCSC or MDQ, as applicable, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.
- (D) By the day the capacity is released, Releasing Shipper shall reduce its Stored Volumes to the remaining MCSC if any. Releasing Shipper may satisfy its obligation to reduce its Stored Volume by causing LNG to be withdrawn or

Regasified LNG to be delivered or by transferring Stored Volumes to another Shipper pursuant to Section 4.4(B).

- (E) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.
- (F) In the event of termination of a Replacement Shipper's Addendum pursuant to Section 9.6(C) herein, the released capacity related to such Addendum will revert to the Releasing Shipper.
- (G) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. The recall notification to TLNG shall specify the Quantity in terms of total released capacity entitlements.

#### 9.6 Rights and Obligations of Replacement Shipper

- (A) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if TLNG selects such bid as the best bid. If all the information provided by the Releasing Shipper and the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, TLNG will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid. The capacity release addendum number will be issued within one hour of the award posting.
- (B) Replacement Shipper may submit nominations pursuant to Section 3 herein beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will service commence on Replacement Shipper's Service Agreement prior to the effective date of the release as posted in the Shipper Notice.
- (C) Replacement Shipper is responsible for payment of the Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges. In the event of payment default, subject to Section 15 herein, TLNG may elect to terminate that Replacement Shipper's Capacity Release Service Agreement which shall terminate all service thereunder.
- (D) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Shipper Notice require otherwise.

- (E) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

#### 9.7 Rights and Obligations of TLNG

TLNG shall determine, in its sole discretion, the best bid based upon the best bid criteria established pursuant to Section 9.2(A)(10) or Section 9.4(H) herein. TLNG shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Shipper Notice or bid which is discriminatory or conflicts with any order or regulation issued by the FERC, or provision of the Service Agreement, Rate Schedule or General Terms and Conditions. Such Shipper Notice shall be rejected in its entirety unless Shipper, pursuant to Section 9.2(A)(12), permits a partial rejection. TLNG shall provide notification to Shipper of the reason(s) for rejecting a release notice with the notice of rejection. TLNG shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of TLNG's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify TLNG from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of TLNG's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of TLNG's negligence, bad faith or willful misconduct.

#### 9.8 Term

- (A) Any release under this Section 9 shall be for a minimum term of at least ten Gas Days.
- (B) Any release under this Section 9 shall be for a maximum term expiring on the earlier of:
  - (1) The last date this Tariff provision shall be effective;
  - (2) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or
  - (3) The expiration date specified by the Releasing Shipper in the Shipper Notice.

#### 9.9 Billing Adjustments to Releasing Shipper

- (A) TLNG shall credit Releasing Shipper's monthly bill to reflect the Reservation Charges (including surcharges, if any) invoiced to Replacement Shipper provided, however, that TLNG and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in

addition to the provisions of this Section 9.9 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetric rate, the volumetric rate shall be no greater than the 100% load factor equivalent of the Maximum Reservation Rate currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill. Replacement Shipper's payment of the Usage Charge and applicable usage surcharges, if any, will be retained by TLNG. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which TLNG is notified of the release.

- (B) If Replacement Shipper fails to pay all or any part of the Reservation Charges so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with Section 15 herein.
- (C) TLNG and Releasing Shipper may enter into a marketing agreement. In the event TLNG issues an Addendum to a Replacement Shipper found by TLNG pursuant to such marketing agreement, any negotiated marketing fee will be added to Releasing Shipper's invoice.

## GENERAL TERMS AND CONDITIONS

### 22. MISCELLANEOUS

- 22.1 Service Agreements shall be governed by and interpreted in accordance with the laws of the State of Texas, except for the conflict of laws provisions thereof.
- 22.2 Service Agreements create no rights in third parties.
- 22.3 Except as otherwise specified in any Service Agreement, any notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either TLNG or Shipper may desire to give to the other shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other as stated in the Service Agreement, or at such other address as may be designated by formal written notice. Routine communications and bills, excluding payments otherwise provided for in Section 15 herein, shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent.
- 22.4 TLNG may waive any of its rights hereunder or any obligations of Shipper, on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.
- 22.5 In compliance with the Commission's Opinion No. 796 in Docket No. CP74-138 et al., TLNG shall file semi-annual reports on February 15 and August 14 of each year. Each report shall identify abnormal events in the operation of the Terminal and describe the status of the LNG import project and the operation of the Terminal for immediately preceding six (6) Month period ended on December 31 or June 30.

~~22.6 TLNG has adopted all of the Business Practices and Electronic Communication Standards which are incorporated in 18 CFR ¶1284.12(a). Notwithstanding this Section 22.6, TLNG shall adhere to the NAESB standards as modified by Order No. 717. In addition to the standards which are reflected in other provisions of this tariff, the following NAESB standards, definitions and data sets are incorporated herein by reference.~~

~~Version 1.8, September 30, 2006: 0.2.1 through 0.2.3, 0.3.1 through 0.3.15, 0.4.1, 1.2.1 through 1.2.3, 1.2.5, 1.2.8 through 1.2.12, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.6, 1.3.13 through 1.3.18, 1.3.20 through 1.3.22, 1.3.24 through 1.3.29, 1.3.31 through 1.3.33, 1.3.35 through 1.3.77, 1.3.79, 1.4.1 through 1.4.7, 2.2.1 through 2.2.5, 2.3.1 through 2.3.13, 2.3.15, 2.3.17, 2.3.19 through 2.3.23, 2.3.25, 2.3.27, 2.3.28 through 2.3.35, 2.3.42 through 2.3.44, 2.3.48, 2.3.50 through 2.3.65, 2.4.1 through 2.4.18, 3.3.1 through 3.3.14, 3.3.16 through 3.3.18, 3.3.20 through 3.3.26, 3.4.1 through 3.4.4, 4.2.1 through 4.2.20,~~

~~4.3.1 through 4.3.3, 4.3.5, 4.3.16 through 4.3.18, 4.3.20, 4.3.22 through 4.3.36, 4.3.38 through 4.3.62, 4.3.65 through 4.3.69, 4.3.72 through 4.3.76, 4.3.78 through 4.3.87, 4.3.89 through 4.3.93, 5.2.1 through 5.2.3, 5.3.7, 5.3.12, 5.3.17 through 5.3.23, 5.3.25, 5.3.27 through 5.3.60, 5.4.1 through 5.4.23, 10.2.1 through 10.2.38, 10.3.1 and 10.3.3 through 10.3.25.~~

~~22.7~~ TLNG may, from time to time, enter into agreements with other interstate or intrastate pipeline companies for capacity (off-system capacity). In the event that TLNG acquires off-system capacity, TLNG will provide service to Shippers with the off-system capacity pursuant to TLNG's open access tariff and subject to TLNG's Commission-approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 22.~~76~~, the "shipper must have title" requirement is waived.

GENERAL TERMS AND CONDITIONS

25. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

TLNG has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12 (a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGO Standards referenced elsewhere in the Tariff, TLNG specifically incorporates by reference the following NAESB WGO Version 1.9 Standards, Definitions, and Data Sets, by reference:

**Additional Standards:**

**General:**

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

**Creditworthiness:**

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

**Gas/Electric Operational Communications:**

Definitions:

0.2.1, 0.2.2, 0.2.3

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Storage Information**

Data Sets:

0.4.1

**Nominations Related Standards:**

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.1, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80

Data Sets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

**Flowing Gas Related Standards:**

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.42, 2.3.43, 2.3.44, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65

Data Sets:

2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18

**Invoicing Related Standards:**

Definition:

3.2.1

Standards:

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Data Sets:

3.4.1, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

**Standards:**

4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99

**Capacity Release Standards:**

**Definitions:**

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

**Standards:**

5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.61, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69

**Data Sets:**

5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23

**Internet Electronic Transport Related Standards:**

**Definitions:**

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

**Standards:**

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

**Trunkline LNG Company, LLC  
Explanation of Tariff Changes**

Tariff Record	Tariff Record Section	Explanation of Change
Part I Table of Contents		Add GT&C Section 25. Business Practices Standards
Part VI General Terms and Conditions		Add GT&C Section 25. Business Practices Standards
GT&C Section 1.		Expand definition of Central Time to include "Central Clock Time" in response to new Standard 0.3.17 Add "Clock" to Central Time in definitions for Business Day and Gas Day
GT&C Section 9.	9.2(A)(8)	Revised to show that bids may also be based on an index formula. This revision does not conform to a particular standard.
GT&C Section 9.	9.3(C)	Add "Clock" to "Central Time" to mirror Standard 5.3.2
GT&C Section 9.	9.4(B)	Revised to reflect Standard 5.3.1 and state timeline is in Central Clock Time
GT&C Section 9.	9.4(B)(1)	Language added to comply with Standard 5.3.2
GT&C Section 9.	9.4(B)(2)	Conform language to Standard 5.3.2
GT&C Section 9.	9.4(B)(3)	Add language to recognize that index-based releases require additional evaluation instructions. This revision does not conform to a particular standard.
GT&C Section 9.	9.4(C)	Revised to show that bids may also be based on an index formula. This revision does not conform to a particular standard.
GT&C Section 9.	9.4(E), 9.4(H)	Add "Clock" to "Central Time" as dictated by new Standard 0.3.17
GT&C Section 22	22.6	Remove provision incorporating NAESB Standards by reference. Standards are now incorporated by reference in GT&C Section 25 in the newly required format.
GT&C Section 22	22.6, 22.7	Renumber sections to reflect removal of provision in 22.6
GT&C Section 25.	25.	New provision incorporates NAESB Version 1.9 standards by reference according to format required by the Commission

**Trunkline LNG Company, LLC  
NAESB Version 1.9 Standards  
Cross-reference Table**

Standard Number	Incorporated by Reference	General Terms and Conditions Section
0.2.1	Yes	25.
0.2.2	Yes	25.
0.2.3	Yes	25.
0.3.1	Yes	25.
0.3.2	Yes	25.
0.3.3	Yes	25.
0.3.4	Yes	25.
0.3.5	Yes	25.
0.3.6	Yes	25.
0.3.7	Yes	25.
0.3.8	Yes	25.
0.3.9	Yes	25.
0.3.10	Yes	25.
0.3.11	Yes	25.
0.3.12	Yes	25.
0.3.13	Yes	25.
0.3.14	Yes	25.
0.3.15	Yes	25.
0.3.16	Yes	25.
0.3.17	Yes	25.
0.4.1	Yes	25.
1.2.1	Yes	25.
1.2.2	Yes	25.
1.2.3	Yes	25.
1.2.4	Yes	25.
1.2.5	Yes	25.
1.2.6	Yes	25.
1.2.8	Yes	25.
1.2.9	Yes	25.
1.2.10	Yes	25.
1.2.11	Yes	25.
1.2.12	Yes	25.
1.2.13	Yes	25.
1.2.14	Yes	25.
1.2.15	Yes	25.
1.2.16	Yes	25.
1.2.17	Yes	25.
1.2.18	Yes	25.
1.2.19	Yes	25.
1.3.1	Yes	25.
1.3.2(i-v)	No	3.3(B), 3.3(C)
1.3.2(vi)	Yes	25.

Standard Number	Incorporated by Reference	General Terms and Conditions Section
1.3.3	Yes	25.
1.3.4	Yes	25.
1.3.5	Yes	25.
1.3.6	Yes	25.
1.3.7	No	3.3(B)
1.3.8	Yes	25.
1.3.9	Yes	25.
1.3.11	Yes	25.
1.3.13	Yes	25.
1.3.14	Yes	25.
1.3.15	Yes	25.
1.3.16	Yes	25.
1.3.17	Yes	25.
1.3.18	Yes	25.
1.3.19	No	3.3(B)
1.3.20	Yes	25.
1.3.21	Yes	25.
1.3.22	Yes	25.
1.3.23	Yes	25.
1.3.24	Yes	25.
1.3.25	Yes	25.
1.3.26	Yes	25.
1.3.27	Yes	25.
1.3.28	Yes	25.
1.3.29	Yes	25.
1.3.30	Yes	25.
1.3.31	Yes	25.
1.3.32	Yes	25.
1.3.33	Yes	25.
1.3.34	Yes	25.
1.3.35	Yes	25.
1.3.36	Yes	25.
1.3.37	Yes	25.
1.3.38	Yes	25.
1.3.39	Yes	25.
1.3.40	Yes	25.
1.3.41	Yes	25.
1.3.42	Yes	25.
1.3.43	Yes	25.
1.3.44	Yes	25.
1.3.45	Yes	25.
1.3.46	Yes	25.

**Trunkline LNG Company, LLC  
NAESB Version 1.9 Standards  
Cross-reference Table**

Standard Number	Incorporated by Reference	General Terms and Conditions Section
1.3.47	Yes	25.
1.3.48	Yes	25.
1.3.49	Yes	25.
1.3.50	Yes	25.
1.3.51	Yes	25.
1.3.52	Yes	25.
1.3.53	Yes	25.
1.3.54	Yes	25.
1.3.55	Yes	25.
1.3.56	Yes	25.
1.3.57	Yes	25.
1.3.58	Yes	25.
1.3.59	Yes	25.
1.3.60	Yes	25.
1.3.61	Yes	25.
1.3.62	Yes	25.
1.3.63	Yes	25.
1.3.64	Yes	25.
1.3.65	Yes	25.
1.3.66	Yes	25.
1.3.67	Yes	25.
1.3.68	Yes	25.
1.3.69	Yes	25.
1.3.70	Yes	25.
1.3.71	Yes	25.
1.3.72	Yes	25.
1.3.73	Yes	25.
1.3.74	Yes	25.
1.3.75	Yes	25.
1.3.76	Yes	25.
1.3.77	Yes	25.
1.3.79	Yes	25.
1.3.80	Yes	25.
1.4.1	Yes	25.
1.4.2	Yes	25.
1.4.3	Yes	25.
1.4.4	Yes	25.
1.4.5	Yes	25.
1.4.6	Yes	25.
1.4.7	Yes	25.
2.2.1	Yes	25.
2.2.2	Yes	25.

Standard Number	Incorporated by Reference	General Terms and Conditions Section
2.2.3	Yes	25.
2.2.4	Yes	25.
2.2.5	Yes	25.
2.3.1	Yes	25.
2.3.2	Yes	25.
2.3.3	Yes	25.
2.3.4	Yes	25.
2.3.5	Yes	25.
2.3.6	Yes	25.
2.3.7	Yes	25.
2.3.8	Yes	25.
2.3.9	Yes	25.
2.3.10	Yes	25.
2.3.11	Yes	25.
2.3.12	Yes	25.
2.3.13	Yes	25.
2.3.14	No	15.4
2.3.15	Yes	25.
2.3.16	No	3.8(A)
2.3.17	Yes	25.
2.3.18	No	3.8(A)
2.3.19	Yes	25.
2.3.20	Yes	25.
2.3.21	Yes	25.
2.3.22	Yes	25.
2.3.23	Yes	25.
2.3.25	Yes	25.
2.3.26	No	15.4
2.3.27	Yes	25.
2.3.28	Yes	25.
2.3.29	Yes	25.
2.3.30	Yes	25.
2.3.31	Yes	25.
2.3.32	Yes	25.
2.3.33	Yes	25.
2.3.34	Yes	25.
2.3.35	Yes	25.
2.3.40	No	6.1(C)(2)
2.3.41	No	6.1(C)(3)
2.3.42	Yes	25.
2.3.43	Yes	25.
2.3.44	Yes	25.

**Trunkline LNG Company, LLC  
NAESB Version 1.9 Standards  
Cross-reference Table**

Standard Number	Incorporated by Reference	General Terms and Conditons Section
2.3.45	No	6.1(C)(4)
2.3.46	No	6.1(C)(5)
2.3.47	No	6.1(C)(6)
2.3.48	Yes	25.
2.3.49	No	6.1(C)(7)
2.3.50	Yes	25.
2.3.51	Yes	25.
2.3.52	Yes	25.
2.3.53	Yes	25.
2.3.54	Yes	25.
2.3.55	Yes	25.
2.3.56	Yes	25.
2.3.57	Yes	25.
2.3.58	Yes	25.
2.3.59	Yes	25.
2.3.60	Yes	25.
2.3.61	Yes	25.
2.3.62	Yes	25.
2.3.63	Yes	25.
2.3.64	Yes	25.
2.3.65	Yes	25.
2.4.1	Yes	25.
2.4.2	Yes	25.
2.4.3	Yes	25.
2.4.4	Yes	25.
2.4.5	Yes	25.
2.4.6	Yes	25.
2.4.7	Yes	25.
2.4.8	Yes	25.
2.4.9	Yes	25.
2.4.10	Yes	25.
2.4.11	Yes	25.
2.4.12	Yes	25.
2.4.13	Yes	25.
2.4.14	Yes	25.
2.4.15	Yes	25.
2.4.16	Yes	25.
2.4.17	Yes	25.
2.4.18	Yes	25.
3.2.1	Yes	25.
3.3.1	Yes	25.
3.3.2	Yes	25.

Standard Number	Incorporated by Reference	General Terms and Conditons Section
3.3.3	Yes	25.
3.3.4	Yes	25.
3.3.5	Yes	25.
3.3.6	Yes	25.
3.3.7	Yes	25.
3.3.8	Yes	25.
3.3.9	Yes	25.
3.3.10	Yes	25.
3.3.11	Yes	25.
3.3.12	Yes	25.
3.3.13	Yes	25.
3.3.14	Yes	25.
3.3.15	No	15.4
3.3.16	Yes	25.
3.3.17	Yes	25.
3.3.18	Yes	25.
3.3.19	Yes	25.
3.3.20	Yes	25.
3.3.21	Yes	25.
3.3.22	Yes	25.
3.3.23	Yes	25.
3.3.24	Yes	25.
3.3.25	Yes	25.
3.3.26	Yes	25.
3.4.1	Yes	25.
3.4.2	Yes	25.
3.4.3	Yes	25.
3.4.4	Yes	25.
4.2.1	Yes	25.
4.2.2	Yes	25.
4.2.3	Yes	25.
4.2.4	Yes	25.
4.2.5	Yes	25.
4.2.6	Yes	25.
4.2.7	Yes	25.
4.2.8	Yes	25.
4.2.9	Yes	25.
4.2.10	Yes	25.
4.2.11	Yes	25.
4.2.12	Yes	25.
4.2.13	Yes	25.
4.2.14	Yes	25.

**Trunkline LNG Company, LLC  
NAESB Version 1.9 Standards  
Cross-reference Table**

Standard Number	Incorporated by Reference	General Terms and Conditions Section
4.2.15	Yes	25.
4.2.16	Yes	25.
4.2.17	Yes	25.
4.2.18	Yes	25.
4.2.19	Yes	25.
4.2.20	Yes	25.
4.3.1	Yes	25.
4.3.2	Yes	25.
4.3.3	Yes	25.
4.3.5	Yes	25.
4.3.16	Yes	25.
4.3.17	Yes	25.
4.3.18	Yes	25.
4.3.20	Yes	25.
4.3.22	Yes	25.
4.3.23	Yes	25.
4.3.24	Yes	25.
4.3.25	Yes	25.
4.3.26	Yes	25.
4.3.27	Yes	25.
4.3.28	Yes	25.
4.3.29	Yes	25.
4.3.30	Yes	25.
4.3.31	Yes	25.
4.3.32	Yes	25.
4.3.33	Yes	25.
4.3.34	Yes	25.
4.3.35	Yes	25.
4.3.36	Yes	25.
4.3.38	Yes	25.
4.3.39	Yes	25.
4.3.40	Yes	25.
4.3.41	Yes	25.
4.3.42	Yes	25.
4.3.43	Yes	25.
4.3.44	Yes	25.
4.3.45	Yes	25.
4.3.46	Yes	25.
4.3.47	Yes	25.
4.3.48	Yes	25.
4.3.49	Yes	25.
4.3.50	Yes	25.

Standard Number	Incorporated by Reference	General Terms and Conditions Section
4.3.51	Yes	25.
4.3.52	Yes	25.
4.3.53	Yes	25.
4.3.54	Yes	25.
4.3.55	Yes	25.
4.3.56	Yes	25.
4.3.57	Yes	25.
4.3.58	Yes	25.
4.3.59	Yes	25.
4.3.60	Yes	25.
4.3.61	Yes	25.
4.3.62	Yes	25.
4.3.65	Yes	25.
4.3.66	Yes	25.
4.3.67	Yes	25.
4.3.68	Yes	25.
4.3.69	Yes	25.
4.3.72	Yes	25.
4.3.73	Yes	25.
4.3.74	Yes	25.
4.3.75	Yes	25.
4.3.76	Yes	25.
4.3.78	Yes	25.
4.3.79	Yes	25.
4.3.80	Yes	25.
4.3.81	Yes	25.
4.3.82	Yes	25.
4.3.83	Yes	25.
4.3.84	Yes	25.
4.3.85	Yes	25.
4.3.86	Yes	25.
4.3.87	Yes	25.
4.3.89	Yes	25.
4.3.90	Yes	25.
4.3.91	Yes	25.
4.3.92	Yes	25.
4.3.93	Yes	25.
4.3.94	Yes	25.
4.3.95	Yes	25.
4.3.96	Yes	25.
4.3.97	Yes	25.
4.3.98	Yes	25.

**Trunkline LNG Company, LLC  
NAESB Version 1.9 Standards  
Cross-reference Table**

Standard Number	Incorporated by Reference	General Terms and Conditions Section
4.3.99	Yes	25.
5.2.1	Yes	25.
5.2.2	Yes	25.
5.2.3	Yes	25.
5.2.4	Yes	25.
5.2.5	Yes	25.
5.3.1	No	9.4(B)
5.3.2	No	9.3(C), 9.4(B)
5.3.3	No	9.4(B)(3)
5.3.4	No	9.4(H)
5.3.5	Yes	25.
5.3.7	Yes	25.
5.3.8	Yes	25.
5.3.9	Yes	25.
5.3.10	Yes	25.
5.3.11	Yes	25.
5.3.12	Yes	25.
5.3.13	Yes	25.
5.3.14	Yes	25.
5.3.15	Yes	25.
5.3.16	No	9.2(B)
5.3.17	Yes	25.
5.3.18	Yes	25.
5.3.19	Yes	25.
5.3.20	Yes	25.
5.3.21	Yes	25.
5.3.22	Yes	25.
5.3.23	Yes	25.
5.3.24	Yes	25.
5.3.25	Yes	25.
5.3.26	Yes	25.
5.3.27	Yes	25.
5.3.28	Yes	25.
5.3.29	Yes	25.
5.3.30	Yes	25.
5.3.31	Yes	25.
5.3.32	Yes	25.
5.3.33	Yes	25.
5.3.34	Yes	25.
5.3.35	Yes	25.
5.3.36	Yes	25.
5.3.37	Yes	25.

Standard Number	Incorporated by Reference	General Terms and Conditions Section
5.3.38	Yes	25.
5.3.39	Yes	25.
5.3.40	Yes	25.
5.3.41	Yes	25.
5.3.42	Yes	25.
5.3.43	Yes	25.
5.3.44	Yes	25.
5.3.45	Yes	25.
5.3.46	Yes	25.
5.3.47	Yes	25.
5.3.48	Yes	25.
5.3.49	Yes	25.
5.3.50	Yes	25.
5.3.51	Yes	25.
5.3.52	Yes	25.
5.3.53	Yes	25.
5.3.54	Yes	25.
5.3.55	Yes	25.
5.3.56	Yes	25.
5.3.57	Yes	25.
5.3.58	Yes	25.
5.3.59	Yes	25.
5.3.60	Yes	25.
5.3.61	Yes	25.
5.3.62	Yes	25.
5.3.62a	Yes	25.
5.3.63	Yes	25.
5.3.64	Yes	25.
5.3.65	Yes	25.
5.3.66	Yes	25.
5.3.67	Yes	25.
5.3.68	Yes	25.
5.3.69	Yes	25.
5.4.1	Yes	25.
5.4.2	Yes	25.
5.4.3	Yes	25.
5.4.4	Yes	25.
5.4.5	Yes	25.
5.4.6	Yes	25.
5.4.7	Yes	25.
5.4.8	Yes	25.
5.4.9	Yes	25.

**Trunkline LNG Company, LLC  
NAESB Version 1.9 Standards  
Cross-reference Table**

Standard Number	Incorporated by Reference	General Terms and Conditons Section
5.4.10	Yes	25.
5.4.11	Yes	25.
5.4.12	Yes	25.
5.4.13	Yes	25.
5.4.14	Yes	25.
5.4.15	Yes	25.
5.4.16	Yes	25.
5.4.17	Yes	25.
5.4.18	Yes	25.
5.4.19	Yes	25.
5.4.20	Yes	25.
5.4.21	Yes	25.
5.4.22	Yes	25.
5.4.23	Yes	25.
10.2.1	Yes	25.
10.2.2	Yes	25.
10.2.3	Yes	25.
10.2.4	Yes	25.
10.2.5	Yes	25.
10.2.6	Yes	25.
10.2.7	Yes	25.
10.2.8	Yes	25.
10.2.9	Yes	25.
10.2.10	Yes	25.
10.2.11	Yes	25.
10.2.12	Yes	25.
10.2.13	Yes	25.
10.2.14	Yes	25.
10.2.15	Yes	25.
10.2.16	Yes	25.
10.2.17	Yes	25.
10.2.18	Yes	25.
10.2.19	Yes	25.
10.2.20	Yes	25.
10.2.21	Yes	25.
10.2.22	Yes	25.
10.2.23	Yes	25.
10.2.24	Yes	25.
10.2.25	Yes	25.

Standard Number	Incorporated by Reference	General Terms and Conditons Section
10.2.26	Yes	25.
10.2.27	Yes	25.
10.2.28	Yes	25.
10.2.29	Yes	25.
10.2.30	Yes	25.
10.2.31	Yes	25.
10.2.32	Yes	25.
10.2.33	Yes	25.
10.2.34	Yes	25.
10.2.35	Yes	25.
10.2.36	Yes	25.
10.2.37	Yes	25.
10.2.38	Yes	25.
10.3.1	Yes	25.
10.3.3	Yes	25.
10.3.4	Yes	25.
10.3.5	Yes	25.
10.3.6	Yes	25.
10.3.7	Yes	25.
10.3.8	Yes	25.
10.3.9	Yes	25.
10.3.10	Yes	25.
10.3.11	Yes	25.
10.3.12	Yes	25.
10.3.14	Yes	25.
10.3.15	Yes	25.
10.3.16	Yes	25.
10.3.17	Yes	25.
10.3.18	Yes	25.
10.3.19	Yes	25.
10.3.20	Yes	25.
10.3.21	Yes	25.
10.3.22	Yes	25.
10.3.23	Yes	25.
10.3.24	Yes	25.
10.3.25	Yes	25.
10.3.26	Yes	25.
10.3.27	Yes	25.