

Revised Title Page : Effective

FERC GAS TARIFF  
ORIGINAL VOLUME No. 1  
OF  
SABINE PIPE LINE LLC  
FILED WITH THE  
FEDERAL ENERGY REGULATORY COMMISSION

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## Table of Contents

First Revised Sheet No. 001	7
Original Sheet No. 2	8
Original Sheet No. 10	9
Original Sheet No. 11	10
Original Sheet No. 12	11
Fourteenth Revised Sheet No. 20	12
First Revised Sheet No. 20A	13
First Revised Sheet No. 021	14
Original Sheet No. 22	15
Second Revised Sheet No. 100	16
Third Revised Sheet No. 101	17
Third Revised Sheet No. 101A	18
First Revised Sheet No. 102	19
First Revised Sheet No. 103	20
Original Sheet No. 104	21
Second Revised Sheet No. 120	22
Third Revised Sheet No. 121	23
First Revised Sheet No. 122	24
Original Sheet No. 123	25
Original Sheet No. 124	26
First Revised Sheet No. 140	27
Original Sheet No. 141	28
Original Sheet No. 142	29
Original Sheet No. 143	30
Original Sheet No. 200	31
Fifth Revised Sheet No. 201	32
Second Revised Sheet No. 202	33
Original Sheet No. 202A	34
Original Sheet No. 202B	35
Third Revised Sheet No. 202C	36
Fourth Revised Sheet No. 203	37
Third Revised Sheet No. 203A	38
Second Revised Sheet No. 203B	39
Fifth Revised Sheet No. 204	40
Fourth Revised Sheet No. 204A	41
First Revised Sheet No. 204B	42
Original Sheet No. 204A1	43
Second Revised Sheet No. 205	44
Third Revised Sheet No. 206	45
Third Revised Sheet No. 206A	46
Second Revised Sheet No. 207	47
First Revised Sheet No. 207A	48
Second Revised Sheet No. 208	49
First Revised Sheet No. 208A	50
Original Sheet No. 209	51

Second Revised Sheet No. 210	52
Original Sheet No. 211	53
First Revised Sheet No. 212	54
Second Revised Sheet No. 213	55
First Revised Sheet No. 214	56
Original Sheet No. 215	57
Original Sheet No. 216	58
Original Sheet No. 217	59
Original Sheet No. 218	60
First Revised Sheet No. 219	61
First Revised Sheet No. 220	62
Original Sheet No. 221	63
Second Revised Sheet No. 222	64
Original Sheet No. 223	65
Original Sheet No. 224	66
First Revised Sheet No. 225	67
First Revised Sheet No. 226	68
Second Revised Sheet No. 226A	69
First Revised Sheet No. 226B	70
Third Revised Sheet No. 226C	71
Original Sheet No. 226D	72
Original Sheet No. 227	73
Original Sheet No. 228	74
First Revised Sheet No. 228A	75
Original Sheet No. 228B	76
Second Revised Sheet No. 229	85
Third Revised Sheet No. 229A	94
First Revised Sheet No. 230	95
Original Sheet No. 230A	96
First Revised Sheet No. 231	106
Second Revised Sheet No. 231A	117
First Revised Sheet No. 232	118
Original Sheet No. 233	119
First Revised Sheet No. 233A	120
Second Revised Sheet No. 234	121
First Revised Sheet No. 234A	122
Substitute First Revised Sheet No. 235	123
First Revised Sheet No. 236	124
Second Revised Sheet No. 237	125
First Revised Sheet No. 238	126
Second Revised Sheet No. 239	127
Substitute Second Revised Sheet No. 239A	128
First Revised Sheet No. 240	129
Third Revised Sheet No. 241	130
Second Revised Sheet No. 241A	131
Original Sheet No. 241B	132

Original Sheet No. 242	133
Third Revised Sheet No. 245	134
Original Sheet No. 245A	135
First Revised Sheet No. 246	136
First Revised Sheet No. 246A	137
First Revised Sheet No. 247	138
Second Revised Sheet No. 248	139
Second Revised Sheet No. 248A	140
Third Revised Sheet No. 249	141
Third Revised Sheet No. 250	142
Fourth Revised Sheet No. 250	143
First Revised Sheet No. 250A	144
Second Revised Sheet No. 250A	145
Second Revised Sheet No. 251	146
First Revised Sheet No. 251A	147
Original Sheet No. 251B	148
Original Sheet No. 251C	149
Third Revised Sheet No. 252	150
Third Revised Sheet No. 253	151
Third Revised Sheet No. 254	152
First Revised Sheet No. 254A	153
Second Revised Sheet No. 255	154
Third Revised Sheet No. 255	155
Original Sheet No. 256	156
First Revised Sheet No. 261	157
Original Sheet No. 262	158
Original Sheet No. 265	159
Original Sheet No. 266	160
Second Revised Sheet No. 266	161
Original Sheet No. 267	162
Substitute Original Sheet No. 267A	163
First Revised Sheet No. 268	164
First Revised Sheet No. 269	165
Original Sheet No. 270	166
Substitute First Revised Sheet No. 271	167
Second Revised Sheet No. 272	168
First Revised Sheet No. 272A	169
First Revised Sheet No. 273	170
Second Revised Sheet No. 274	171
Second Revised Sheet No. 275	172
Original Sheet No. 276	173
Original Sheet No. 277	174
Original Sheet No. 278	175
First Revised Sheet No. 278A	176
Original Sheet No. 279	177
Original Sheet No. 280	178

Original Sheet No. 281	179
Original Sheet No. 282	180
Original Sheet No. 283	181
Original Sheet No. 284	182
First Revised Sheet No. 285	183
Third Revised Sheet No. 286	184
Original Sheet No. 286A	185
First Revised Sheet No. 287	186
First Revised Sheet No. 288	187
First Revised Sheet No. 289	188
Original Sheet No. 290	189
Original Sheet No. 291	190
Original Sheet No. 292	191
Original Sheet No. 293	192
Original Sheet No. 294	193
Original Sheet No. 295	194
Original Sheet No. 296	195
Original Sheet No. 296A	196
Fifth Revised Sheet No. 297	197
Second Revised Sheet No. 297A	198
Fifth Revised Sheet No. 298	199
First Revised Sheet No. 298A	200
First Revised Sheet No. 298B	201
First Revised Sheet No. 299	202
Original Sheet No. 300	203
Original Sheet No. 301	204
Original Sheet No. 302	205
Original Sheet No. 303	206
Original Sheet No. 304	207
First Revised Sheet No. 305	208
First Revised Sheet No. 310	209
First Revised Sheet No. 310A	210
Original Sheet No. 310B	211
Original Sheet No. 310C	212
First Revised Sheet No. 311	213
Original Sheet No. 312	214
Original Sheet No. 313	215
First Revised Sheet No. 314	216
Substitute First Revised Sheet No. 315	217
Substitute Original Sheet No. 316	218
Substitute Second Revised Sheet No. 317	219
Substitute Second Revised Sheet No. 317A	220
Substitute Second Revised Sheet No. 318	221
Original Sheet No. 319	222
Original Sheet No. 320	223
Original Sheet No. 400	224

Original Sheet No. 401	225
First Revised Sheet No. 402	226
Original Sheet No. 403	227
First Revised Sheet No. 404	228
Third Revised Sheet No. 405	229
Second Revised Sheet No. 406	230
Original Sheet No. 407	231
Original Sheet No. 408	232
First Revised Sheet No. 409	233
Original Sheet No. 410	234
Original Sheet No. 411	235
Original Sheet No. 412	236
Original Sheet No. 440	237
Second Revised Sheet No. 441	238
First Revised Sheet No. 442	239
First Revised Sheet No. 443	240
First Revised Sheet No. 444	241
Second Revised Sheet No. 445	242
Third Revised Sheet No. 446	243
Original Sheet No. 447	244
Second Revised Sheet No. 448	245
First Revised Sheet No. 449	246
First Revised Sheet No. 450	247
Original Sheet No. 451	248
Original Sheet No. 470	249
First Revised Sheet No. 471	250
Third Revised Sheet No. 472	251
First Revised Sheet No. 472A	252
Second Revised Sheet No. 473	253

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**First Revised Sheet No. 001** First Revised Sheet No. 001 : Effective  
Superseding: Original Sheet No. 001

TABLE OF CONTENTS

ORIGINAL VOLUME NO. 1

Description	Sheet No.
Preliminary Statement	010
System Map	011
Statement of Transportation Rates	020
Rate Schedules:	
FT-1 Firm Transportation Service	100
IT-1 Interruptible Transportation Service	120
General Terms and Conditions	200
Form of Service Agreements:	
Applicable to Firm Transportation Service Under FT-1 Rate Schedule	400
Applicable to Interruptible Transportation Service Under IT-1 Rate Schedule	440
Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity	470

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**Original Sheet No. 2** Original Sheet No. 2 : Effective

RESERVED SHEETS

Original Sheets Nos. 2 through 9 have been reserved.

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*FERC Docket: CP00- 24-001*

**Original Sheet No. 10** Original Sheet No. 10 : Effective

PRELIMINARY STATEMENT

Sabine Pipe Line LLC (Sabine) is a limited liability company, organized under the laws of the State of Delaware, engaged in the business of transporting natural gas in interstate commerce under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. Sabine owns and operates a natural gas transmission pipeline extending from its eastern terminus at the Henry Hub, Vermilion Parish, Louisiana, to its western terminus in Jefferson County, Texas. Sabine also owns and operates natural gas transmission pipelines located in the Federal Domain, Offshore Louisiana.

The transportation of natural gas is and will be undertaken by Sabine only under written agreement(s) acceptable to Sabine upon consideration of existing commitments, operating conditions and any other factors deemed pertinent by Sabine.

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**Original Sheet No. 11** Original Sheet No. 11 : Effective

SYSTEM MAP

This sheet to be replaced by System Map.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00-24-001*

**Original Sheet No. 12** Original Sheet No. 12 : Effective

RESERVED SHEETS

Original Sheets Nos. 12 through 19 have been reserved.

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 FERC Docket: RP10-398-000

**Fourteenth Revised Sheet No. 20** Fourteenth Revised Sheet No. 20  
 Superseding: Thirteenth Revised Sheet No. 20

STATEMENT OF TRANSPORTATION RATES  
 (Rates per Dt)

Rate Schedule	Maximum Rate	Minimum Rate
FT-1 Rate Schedule		
Monthly Reservation Rate	\$2.6518	
Daily Reservation Rate 1/		
Usage Rate	\$ .0871	
ACA Rate 2/	\$ .0100	\$ .0100
	\$ .0019	\$ .0019
Total Daily Rate	\$ .0990	\$ .0119
IT-1 Rate Schedule		
Usage Rate	\$ .0981	\$ .0100
ACA Rate 2/	\$ .0019	\$ .0019
Total Daily Rate	\$ .1000	\$ .0119

Additional Charges Applicable to All Rate Schedules:

Rec / Del Section 3/	Port Neches FRP	Henry Hub FRP	UFRP	Total
LP / LP	-	-	0.00%	0.00%
LP / HP	0.86%	-	0.00%	0.86%
LP / ML	0.86%	-	0.00%	0.86%
LP / HH	0.86%	0.25%	0.00%	1.11%
HP / LP	-	-	0.00%	0.00%
HP / HP	-	-	0.00%	0.00%
HP / ML	-	-	0.00%	0.00%
HP / HH	-	0.25%	0.00%	0.25%
ML / LP	-	-	0.00%	0.00%
ML / HP	-	-	0.00%	0.00%
ML / ML	-	-	0.00%	0.00%
ML / HH	-	0.25%	0.00%	0.25%
HH / LP	-	0.25%	0.00%	0.25%
HH / HP	-	0.25%	0.00%	0.25%
HH / ML	-	0.25%	0.00%	0.25%
HH / HH	-	0.25%	0.00%	0.25%

*Effective Date: 10/01/2006 Status: Effective*  
*FERC Docket: RP06-582-000*

**First Revised Sheet No. 20A** First Revised Sheet No. 20A : Effective  
Superseding: Original Sheet No. 20A

- 1/ Section 154.107(f) of the Commission's Regulations requires a total rate. For this purpose only, a Daily Reservation Charge which equals the Monthly Reservation Charge divided by 30.4167 (365 days/12 months) is reflected.

For capacity release transactions at maximum rate, the Monthly Reservation Charge is divided by the number of days in the applicable month. For less than maximum rate transactions only, converting daily rate to monthly rate is accomplished by multiplying the daily rate times number of days in rate period, dividing the result by number of months in rate period and taking the remainder out to 5 decimal places and rounding up or down to the fourth decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by the number of months in rate period; dividing the result by number of days in rate period and taking the remainder out to 5 decimal places and rounding up or down to the fourth decimal place.

- 2/ For the period during which this ACA Rate is effective, it is Sabine's intent not to seek recovery of any annual charges assessed Sabine pursuant to Part 382 of the Commission's regulations and FERC Order No. 472, except as permitted under this ACA Rate. This ACA surcharge is in addition to any amounts otherwise payable to Sabine under its Rate Schedules.
- 3/ Refer to Sabine's website ([www.sabinepipeline.com](http://www.sabinepipeline.com)) for a listing of Receipt Points and Delivery Points in each section of Sabine's pipeline system.

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**First Revised Sheet No. 021** First Revised Sheet No. 021 : Effective  
Superseding: Original Sheet No. 021

Original Sheet No. 21 has been

Superseded

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*FERC Docket: CP00- 24-001*

**Original Sheet No. 22** Original Sheet No. 22 : Effective

RESERVED SHEETS

Original Sheets Nos. 22 through 99 have been reserved.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Second Revised Sheet No. 100** Second Revised Sheet No. 100  
Superseding: First Revised Sheet No. 100

FT-1 RATE SCHEDULE  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for firm transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has sufficient capacity to render the firm transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed;
- c) Any Shipper requesting firm transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that the requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes a Firm Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be firm and shall be allocated and scheduled pursuant to Section 6 of the General Terms and Conditions.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Third Revised Sheet No. 101**

Third Revised Sheet No. 101 Superseding: Second Revised Sheet No. 101  
Transportation service shall be subject to the provisions of an executed Firm Service Agreement or Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity, and to the General Terms and Conditions incorporated herein by reference. b) Transportation capacity reserved under this rate schedule may be segmented to the extent that the capacity included within a mainline segment does not exceed the Daily Maximum Reservation Quantity specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, and capacity is available at the Receipt Point(s) and Delivery Point(s) designated for a segment. A Shipper, or a releasing Shipper and a replacement Shipper, may make segmented transactions consisting of a forwardhaul up to its Daily Maximum Reservation Quantity and a backhaul up to its Maximum Daily Reservation Quantity to the same Delivery Point at the same time, provided that sufficient capacity is available at the Delivery Point. For purposes of segmentation, all Receipt and Delivery Points within Sabine's Henry Hub Complex will be considered one point. For purposes of this Section, Sabine's Henry Hub Complex consists of those facilities located at the eastern terminus of Sabine's mainline in Vermilion Parish, Louisiana, commonly referred to as the Henry Hub. c) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation from the Primary Receipt Point(s) specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, or Alternate

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**Third Revised Sheet No. 101A** Third Revised Sheet No. 101A : Effective  
Superseding: Second Revised Sheet No. 101A

Receipt Point(s) as nominated by Shipper, the transportation of that gas through Sabine's system, and the delivery of that gas, after making allowance for any applicable Fuel gas and Unaccounted For Gas reimbursement and other appropriate reductions, for the account of Shipper at the Primary Delivery Point(s) specified in an executed Service Agreement or a Confirmation Letter issued to a Replacement Shipper, or Alternate Delivery Point(s) as nominated by Shipper.

- d) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Reservation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Reservation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, so specified.

3. RATES AND CHARGES

The applicable charges for transportation services provided under this Rate Schedule are set forth in the currently effective Sheet No. 20 of this FERC Gas Tariff except when Negotiated Rates are agreed upon pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff. For all transportation service rendered under this Rate Schedule, Shipper shall pay Sabine each month the sum of the Reservation Charge, Usage Charge, ACA Charge, Fuel Gas and Unaccounted For Gas reimbursement, and any other charges, as authorized under the provisions of this FERC Gas Tariff, as follows:

- a) Reservation Charge - An amount determined as the product of:

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FERC Docket: RP06-582-000

**First Revised Sheet No. 102** First Revised Sheet No. 102 : Effective  
Superseding: Original Sheet No. 102

- i) The Shipper's Maximum Daily Reservation Quantity specified in Exhibit B of an executed Firm Service Agreement; and
- ii) The Reservation Rate(s) per Dt set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff or superseding tariff.
- b) Usage Charge - An amount determined as the product of:
  - i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and
  - ii) The Usage Rate(s) per Dt set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff or superseding tariff.
- c) ACA Charge - An amount determined as the product of:
  - i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and
  - ii) The ACA rate per Dt set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff or superseding tariff.
- d) Fuel Gas and Unaccounted For Gas Reimbursement - Shipper shall reimburse Sabine for any fuel and line losses associated with rendering service pursuant to this Rate Schedule. The quantity of gas required for Fuel Gas and Unaccounted For Gas shall be equal to the quantity of gas tendered for transportation multiplied by the applicable Fuel Gas and Unaccounted For Gas reimbursement percentages (FRP and UFRP, respectively) shown on currently effective Sheet No. 20 of this FERC Gas Tariff, the result of such calculation rounded to the nearest Dt. Reimbursement shall be accomplished by reducing the quantity of gas received for transportation by the calculated Fuel Gas and Unaccounted For Gas reimbursement quantity.
- e) Any charges authorized from time to time under the provisions of this FERC Gas Tariff.

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**First Revised Sheet No. 103** First Revised Sheet No. 103 : Effective  
Superseding: Original Sheet No. 103

Sabine may from time to time, and at any time, charge any Shipper for service under this Rate Schedule, a Reservation Charge predicated upon a Reservation Rate which is less than the Maximum Reservation Rate set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff; provided, that the Reservation Rate may not be less than the Minimum Reservation Rate set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff. Sabine shall file with the FERC any and all reports as required by the FERC's regulations setting forth the applicable discounted Reservation Rates and Shippers affected along with any other information which may be required.

4. GENERAL TERMS AND CONDITIONS

Unless otherwise expressly indicated in this Rate Schedule or in an executed Firm Service Agreement, all of the General Terms and Conditions contained in this FERC Gas Tariff, including any future modifications, additions or deletions, from and after their effective dates, are applicable to firm transportation service rendered under this Rate Schedule and, by this reference, are incorporated and hereby made a part of this Rate Schedule.

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**Original Sheet No. 104** Original Sheet No. 104 : Effective

RESERVED SHEETS

Original Sheets Nos. 104 through 119 have been reserved.

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FERC Docket: RP08-391-000

**Second Revised Sheet No. 120** Second Revised Sheet No. 120 Superseding: First Revised Sheet No. 120  
IT-1 RATE SCHEDULE INTERRUPTIBLE TRANSPORTATION SERVICE1.

AVAILABILITY This Rate Schedule is available to any Shipper for interruptible transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that: a) Sabine determines that it has available capacity to render the interruptible transportation service and is able to provide said transportation; b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the interruptible transportation service has been completed; c) Any Shipper requesting interruptible transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions; d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and e) Shipper executes an Interruptible Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.2.

APPLICABILITY AND CHARACTER OF SERVICE a) Transportation service hereunder, through all or any portion of Sabine's System, shall be interruptible, subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Sabine's firm Shippers.

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FERC Docket: RP08-391-000

**Third Revised Sheet No. 121**

Third Revised Sheet No. 121 Superseding: Second Revised Sheet No. 121

Interruption of service and allocation and scheduling of available interruptible capacity shall be in accordance with Section 6 of the General Terms and Conditions. Transportation service shall be subject to the provisions of an executed Interruptible Service Agreement. b) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation from any Receipt Point(s), the transportation of that gas through Sabine's System, and the delivery of that gas, after making adjustments for the applicable Fuel Gas and Unaccounted For Gas reimbursement and other appropriate reductions, for the account of Shipper at any Delivery Point(s). c) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, specified in an executed Interruptible Service Agreement and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, so specified. 3. RATES AND CHARGES The applicable charges for transportation services provided under this Rate Schedule are set forth in the currently effective Sheet No. 20 of this FERC Gas Tariff except when Negotiated Rates are agreed upon pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff. For all transportation service rendered under this Rate Schedule, Shipper shall pay Sabine each month the sum of the Usage Charge, ACA Charge, Fuel Gas and Unaccounted For Gas reimbursement, and any other charges, as authorized under the provisions of this FERC Gas Tariff, as follows: a) Usage Charge - An amount determined as the product of: i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and

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**First Revised Sheet No. 122** First Revised Sheet No. 122 : Effective  
Superseding: Original Sheet No. 122

- ii) The Usage Rate(s) per Dt set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff or superseding tariff.
- b) ACA Charge - An amount determined as the product of:
  - i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and
  - ii) The ACA rate per Dt set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff or superseding tariff.
- c) Fuel Gas and Unaccounted For Gas Reimbursement - Shipper shall reimburse Sabine for compressor fuel and line losses associated with rendering service pursuant to this Rate Schedule. The quantity of gas required for Fuel Gas and Unaccounted For Gas shall be equal to the quantity of gas tendered for transportation multiplied by the applicable Fuel Gas and Unaccounted For Gas reimbursement percentages (FRP and UFRP, respectively) shown on currently effective Sheet No. 20 of this FERC Gas Tariff, the result of such calculation rounded to the nearest Dt. Reimbursement shall be accomplished by reducing the quantity of gas received for transportation by the calculated Fuel Gas and Unaccounted For Gas reimbursement quantity.
- d) Any charges authorized from time to time under the provisions of this FERC Gas Tariff.

Sabine may from time to time and at any time charge any Shipper for service under this Rate Schedule, a Usage Charge predicated upon a Usage Rate which is less than the Maximum Usage Rate set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff; provided, that the Usage Rate may not be less than the Minimum Usage Rate set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff. Sabine shall file with the FERC any and all reports as required by the FERC's regulations setting forth the applicable discounted Usage Rates and Shippers affected along with any other information which may be required.

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**Original Sheet No. 123** Original Sheet No. 123 : Effective

4. GENERAL TERMS AND CONDITIONS

Unless otherwise expressly indicated in this Rate Schedule or in an executed Interruptible Service Agreement, all of the General Terms and Conditions contained in this FERC Gas Tariff, including any future modifications, additions or deletions, from and after their effective dates, are applicable to interruptible transportation service rendered under this Rate Schedule and, by this reference, are incorporated and hereby made a part of this Rate Schedule.

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**Original Sheet No. 124** Original Sheet No. 124 : Effective

RESERVED SHEETS

Original Sheets Nos. 124 through 139 have been reserved.

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*FERC Docket: RP05-71-000*

**First Revised Sheet No. 140** First Revised Sheet No. 140 : Effective  
Superseding: Sheet No. 140 Through 142

NOTICE OF CANCELLATION

Rate Schedule T-3

The following Tariff Sheets have been

Superseded

Original Sheet No. 140

Original Sheet No. 141

Original Sheet No. 142

Daily Transportation Quantity specified in an executed Gas Transportation Agreement for General Service and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Transportation Quantity so specified.

3. RATES AND CHARGES

The applicable charges for transportation services provided under this Rate Schedule are set forth in the currently effective Sheet No. 20 of this FERC Gas Tariff. For all transportation service rendered under this Rate Schedule, Shipper shall pay Sabine each month the sum of the Usage Charge, and any other charges, as authorized under the provisions of this FERC Gas Tariff, ACA Charge, as follows:

- a) Usage Charge - An amount determined as the product of:
  - i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and
  - ii) The Usage Rate(s) per Dt set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff or superseding tariff.
- b) ACA Charge - An amount determined as the product of:
  - i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and
  - ii) The ACA rate per Dt set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff or superseding tariff.
- c) Any charges authorized from time to time under the provisions of this FERC Gas Tariff.

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**Original Sheet No. 142** Original Sheet No. 142 : Effective

Sabine may from time to time and at any time charge any Shipper for service under this Rate Schedule, a Usage Charge predicated upon a Usage Rate which is less than the Maximum Usage Rate set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff; provided, that the Usage Rate may not be less than the Minimum Usage Rate set forth from time to time on the currently effective Sheet No. 20 of this FERC Gas Tariff. Sabine shall file with the FERC any and all reports as required by the FERC's regulations setting forth the applicable discounted Usage Rates and Shippers affected along with any other information which may be required.

4. PRIORITY OF SERVICE

The transportation services performed under this Rate Schedule shall be subject to and subordinate to firm transportation services provided by Sabine and equivalent to any other interruptible transportation services provided by Sabine.

5. TERMS AND CONDITIONS

All terms and conditions for service under this Rate Schedule have been provided for as part of an executed Gas Transportation Agreement for General Service between Shipper and Sabine.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00- 24-001*

**Original Sheet No. 143** Original Sheet No. 143 : Effective

RESERVED SHEETS

Original Sheets Nos. 143 through 199 have been reserved.

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00- 24-001

**Original Sheet No. 200** Original Sheet No. 200 : Effective

GENERAL TERMS AND CONDITIONS

Table of Contents

Section	Description	Sheet No.
1	Definitions	202
2	Operating Provisions for Firm Service	207
3	Operating Provisions for Interruptible Service	212
4	Requests for Service	216
5	Nomination Procedures	225
6	Scheduling and Curtailment	229
7	Allocation of Measured Gas Quantities	238
8	Resolution of Imbalances	241
9	Billing and Payment	245
10	Capacity Release	249
11	Pregranted Abandonment	272
12	Gas Quality	275
13	Measurement	277
14	Metering and Pipeline Facilities	279
15	Contemporaneous Communication of Information	285
16	Complaint Procedures	288
17	Shared Personnel and Facilities	289

Effective Date: 10/01/2006 Status: Effective

FERC Docket: RP06-582-000

**Fifth Revised Sheet No. 201** Fifth Revised Sheet No. 201 : Effective  
Superseding: Fourth Revised Sheet No. 201

Table of Contents

Section	Description	Sheet No.
18	Liability and Warranty	290
19	Force Majeure	291
20	Assignment	295
21	Non-waiver of Future Default	296
22	Descriptive Headings	296A
23	NAESB WGQ Standards	297
24	Credit	300
25	Non-conforming Agreements	310
26	Negotiated Rates	311
27	Fuel Gas and Unaccounted For Gas	315

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-367-000

**Second Revised Sheet No. 202** Second Revised Sheet No. 202 : Effective

Superseding: First Revised Sheet No. 202

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

The following terms, when used in this FERC Gas Tariff, these General Terms and Conditions, or in any Service Agreement executed for service under a Rate Schedule contained in this FERC Gas Tariff, shall have the following meanings:

-A-

- 1.05 Account Holder (NAESB WGQ 1.2.18)  
The party using the services of a Title Transfer Tracking Service Provider (TTTSP) under a contract or other arrangement with that TTTSP.
- 1.10 Alternate Delivery Points  
The point(s) on Sabine's System where quantities of gas may be delivered by Sabine for the account of Shipper under an executed Firm Service Agreement, as nominated by Shipper.
- 1.15 Alternate Receipt Points  
The point(s) on Sabine's System where quantities of gas may be received by Sabine for the account of Shipper under an executed Firm Service Agreement, as nominated by Shipper.
- 1.20 Available Capacity  
The quantitative ability of Sabine's existing system to provide immediate maximum gas transportation service. The ability of Sabine's System to provide maximum gas transportation service may be limited by changes in prevailing operating pressures, temperatures, gas flow rates and gas flow directions within any portion(s) of Sabine's System, including any receipt point(s) or delivery point(s); physical capacity limitations of compressors, regulators, valves, pipelines or pipeline segments, measuring facilities or appurtenances to Sabine's System; and necessary testing, maintenance, repair, overhaul, alteration, modification, replacement, enlargement, or construction of pipelines, compressors, metering, regulating, and other transmission facilities and equipment appurtenant to Sabine's System.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-367-000

**Original Sheet No. 202A** Original Sheet No. 202A : Effective

-B-

- 1.25 Batch Flat File (NAESB WGQ 4.2.18)  
The term used within NAESB WGQ FF/EDM to describe the automated computer-to-computer transfer of flat files.
- 1.30 Btu  
British thermal unit and is equal to the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five tenths degrees Fahrenheit (58.5F) to fifty-nine and five tenths degrees Fahrenheit (59.5F) at an absolute pressure of fourteen and seventy-three hundredths pounds per square inch (14.73 psia). The standard Btu is the International Btu, which is also called the Btu(IT). MMBtu shall mean one million (1,000,000) Btus.
- 1.35 Business Day (NAESB WGQ 3.2.1)  
Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-367-000

**Original Sheet No. 202B** Original Sheet No. 202B : Effective

-C-

- 1.40 Central Address Repository (CAR) (NAESB WGQ 4.2.6)  
The term used to describe: 1) the Web site providing links to all Transportation Service Providers' Informational Postings, and 2) the entity administering and maintaining the above Web site and repository.
- 1.45 Central Clock Time  
Time in U.S. Central Time Zone, as adjusted for Daylight Savings Time and Standard Time. As used herein, Central Time means Central Clock Time.
- 1.50 Confirmation by Exception ("CBE") (NAESB WGQ 1.2.11)  
The term used when the Confirming Parties agree that one party deems that all requests at a location are confirmed by the other party (the CBE party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame.
- 1.55 Confirmation Requester (NAESB WGQ 1.2.8)  
A Service Provider (including a Point Operator) which is seeking to confirm a quantity of gas via the information outlined in NAESB WGQ Standard 1.4.3 with another Service Provider (the Confirming Party) with respect to a nomination at a location.
- 1.60 Confirming Parties (NAESB WGQ 1.2.10)  
The term which refers to the Confirmation Requester and the Confirming Party.
- 1.65 Confirming Party (NAESB WGQ 1.2.9)  
A Service Provider (including a Point Operator) which provides a confirmation for a quantity of gas via the information outlined in NAESB WGQ 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a nomination at a location.
- 1.70 Content Area (NAESB WGQ 4.2.8)  
Term used to describe the area directly to the right of the Navigational Area of the browser display. When the Navigational Area is not displayed the entire browser display is content area.

Effective Date: 06/19/2006 Status: Effective  
FERC Docket: RP06-363-000

**Third Revised Sheet No. 202C** Third Revised Sheet No. 202C : Effective  
Superseding: Second Revised Sheet No. 202C

- 1.73 Contractual ROFR  
Sabine may agree, on a not unduly discriminatory basis, that a Shipper receiving firm transportation service under a Firm Service Agreement subject to a negotiated or discounted rate has a right of first refusal. Such Contractual ROFR shall be applied on the same basis as for firm transportation service at the maximum tariff rate, pursuant to Subsection 11.1 of the General Terms and Conditions of this FERC Gas Tariff.
- 1.75 Critical Notices (NAESB WGQ 5.2.1)  
Notices that pertain to information on Sabine's conditions that affect scheduling or adversely affect scheduled gas flow.
- 1.80 Customer Activities (NAESB WGQ 4.2.10)  
The term used to refer to the business function categories relating to Nominations, Flowing Gas, Invoicing, Capacity Release, Contracts and other business functions on industry Web sites.
- D-
- 1.83 Daily Allocation (NAESB WGQ 2.2.5)  
The term used to describe the process where the Allocating Party performs the allocation process following each gas day.
- 1.85 Day  
A period of consecutive hours beginning and ending at nine (9:00) a.m. Central Clock Time. The date of a day shall be that of its beginning.
- 1.90 Dekatherm (Dt)  
The standard unit for purposes of nominations, scheduling, invoicing and balancing. One Dekatherm is equivalent to one MMBtu.
- 1.95 Delivery Point(s)  
Any point on Sabine's System where quantities of gas may be delivered by Sabine for the account of Shipper.

Effective Date: 10/01/2006 Status: Effective  
FERC Docket: RP06-582-000

**Fourth Revised Sheet No. 203** Fourth Revised Sheet No. 203 : Effective  
Superseding: Third Revised Sheet No. 203

- 1.100 Detail (NAESB WGQ 4.2.15)  
The term used to describe the area directly below the Header in the Content Area of the browser display.
- 1.105 Display (NAESB WGQ 4.2.3)  
The term used to describe the typical visual presentation derived by a browser as a result of retrieval of information from a given URL.
- 1.110 Download (NAESB WGQ 4.2.2)  
The term used to describe the retrieval of information from a Web site in a format suitable for storage.

-E-

- 1.115 Elapsed Prorata Capacity (NAESB WGQ 5.2.3)  
That portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.
- 1.120 Elapsed-prorated-scheduled quantity (NAESB WGQ 1.2.12)  
That portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.
- 1.125 Electronic Notice Delivery (NAESB WGQ 5.2.2)  
The term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.
- 1.130 Equivalent Quantities  
The quantities of gas delivered hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities received at the Receipt Point(s) for transportation less the applicable quantities for Fuel Gas and Unaccounted For Gas reimbursement associated with transportation service.

Effective Date: 10/01/2006 Status: Effective

FERC Docket: RP06-582-000

**Third Revised Sheet No. 203A** Third Revised Sheet No. 203A : Effective  
Superseding: Second Revised Sheet No. 203A

-F-

1.135 FERC  
The Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

1.140 Form (NAESB WGQ 4.2.16)  
The term used to describe the portion of the Content Area of the browser display on Customer Activities Web sites used for single transaction entry or display as well as, optionally, data selection. The Form should be either in the upper portion of the Content Area or, alternatively, a single page linked to the Matrix.

1.142 Fuel Gas  
The amount of gas used for compressor fuel.

-G-

1.145 Gas  
Hydrocarbon natural gas, including oil well gas produced with crude oil, gas from gas wells, and residue gas from processing either oil well gas or gas well gas, or both.

-H-

1.150 Header (NAESB WGQ 4.2.14)  
The term used to describe the area at the top of the Content Area of the browser display.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Second Revised Sheet No. 203B**

Superseding: First Revised Sheet No.

203B1.155 Heating Value The number of British thermal units produced by complete combustion at constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60(F), and under a pressure equivalent to that of thirty inches of mercury (30" Hg) at thirty-two degrees Fahrenheit (32(F), and under gravitational force acceleration (980.665 cm. per sec. per sec.), with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, when the water formed by combustion is condensed to the liquid state, and corrected for any water vapor in excess of seven pounds per million cubic feet of gas (7 lbs/MMcf). Heating value determined by calculation from composition analysis according to GPA Publication 2172-84, as amended or revised, shall be converted to figures that reflect the actual condition of the gas on receipt or delivery and adjusted for temperature, pressure, water content or compressibility. -I-1.157

In-Direction Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction in the same direction as the nominating party's current Transportation Path.1.158 In-Path Refers to a nomination line item for transportation service under a Firm Service Agreement that has both a receipt point and a delivery point within the nominating party's current Transportation Path.1.160 Informational Postings (NAESB WGQ 4.2.1) The term that identifies common information, as specified in WGQ Standard 4.3.23.1.165 Interactive Flat File (NAESB WGQ 4.2.19) The term used within NAESB WGQ FF/EDM to describe the transfer of flat files using an interactive browser.1.170 Intra-day Nomination (NAESB WGQ 1.2.4) A nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas Day and runs through the end of that gas Day. An Intraday Nomination will span one Day only.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Fifth Revised Sheet No. 204** Fifth Revised Sheet No. 204 Superseding: Fourth Revised Sheet No. 204

-M-1.175 Matrix (NAESB WGQ 4.2.17) The term used to describe the portion of the Content Area of the browser display on the Customer Activities Web sites used to display selected data entered on the Form and, when appropriate, for data entry. The Matrix should be either the lower portion of the Content Area (that area below the Form) or, alternatively, a single page linked to the Form.1.180 Maximum Daily Reservation Quantity The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Exhibit B of an executed Firm Service Agreement between Shipper and Sabine, exclusive of the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities.1.185 Maximum Daily Transportation Quantity The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Article II of an executed Interruptible Service Agreement between Shipper and Sabine, exclusive of the Fuel Gas and Unaccounted For Gas reimbursement quantities.1.190 Month The period beginning on the first Day of a calendar month and ending on the first Day of the succeeding calendar month.1.192 Monthly Allocation (NAESB WGQ 2.2.4) The term used to describe the process where the Allocating Party performs the allocation process at the end of the monthly flow period.

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FERC Docket: RP06-582-000

**Fourth Revised Sheet No. 204A** Fourth Revised Sheet No. 204A : Effective  
Superseding: Third Revised Sheet No. 204A

-N-

- 1.195 NAESB WGQ  
North American Energy Standards Board, Wholesale Gas  
Quadrant.
- 1.200 NAESB WGQ EBB/EDM (NAESB WGQ 4.2.13)  
The term used to describe the NAESB WGQ standardized  
electronic interchange of information for Customer  
Activities Web site presentations. NAESB WGQ  
EBB/EDM is communicated between trading partners  
over the Internet using the NAESB WGQ Electronic  
Delivery Mechanism for NAESB WGQ EBB/EDM.
- 1.205 NAESB WGQ EDI/EDM (NAESB WGQ 4.2.11)  
The term used to describe ANSI ASC X12 computer-to-  
computer electronic data interchange of information  
in files as mapped from the x.4.z NAESB WGQ  
standards in the NAESB WGQ Implementation Guides and  
communicated between trading partners over the  
Internet using the NAESB WGQ Electronic Delivery  
Mechanism.
- 1.210 NAESB WGQ FF/EDM (NAESB WGQ 4.2.12)  
The term used to describe a standardized flat file  
electronic data interchange of information in files  
as mapped from the x.4.z NAESB WGQ standards. NAESB  
WGQ FF/EDM is communicated between trading partners  
over the Internet using the NAESB WGQ Electronic  
Delivery Mechanism.
- 1.215 NAESB WGQ Standards  
Any and all such standards issued by NAESB WGQ and  
adopted by FERC.

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FERC Docket: RP08-391-000

**First Revised Sheet No. 204B**

First Revised Sheet No. 204B Superseding: Original Sheet No. 204B  
-O-1.230 Operational Balancing Agreement (OBA) (NAESB WGQ 2.2.1) A contract between two parties which specifies the procedures to manage operating variances at an interconnect.1.235 Operational Flow Order (NAESB WGQ 1.2.6) An order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Sabine's system or to maintain operations required to provide efficient and reliable firm service. Whenever Sabine experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.1.240 Operational Impact Area (NAESB WGQ 2.2.2) The term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.1.245 Operator Any individual, firm, or corporation, or its agent, assignee, or legal representative, that owns natural gas production, or owns and/or operates gas production, processing or upstream or downstream pipeline facilities, which are directly connected to Sabine's System, and who is responsible for the confirmation, scheduling, receipt or delivery, and the allocation of gas through such interconnecting facility.1.247 Out-of-Direction Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction opposite of the nominating party's current Transportation Path direction.1.248 Out-of-Path Refers to a nomination line item for transportation service under a Firm Service Agreement that has either a Receipt Point or a Delivery Point, or both, outside the nominating party's current Transportation Path.

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FERC Docket: RP06-582-000

**Original Sheet No. 204A1** Original Sheet No. 204A1 : Effective

- 1.220 Navigational Area (NAESB WGQ 4.2.7)  
The term used to describe the area on the left side of the browser display providing links to the Content Area and other navigational links. Navigational Area is not required to be displayed on Customer Activities Web pages where data entry, reporting or inquiry are displayed.
- 1.221 Negotiated Rate  
This term shall mean a rate or formula for computing a rate for Transportation service which may be greater than, equal to or less than the Recourse Rate, but which may not be less than the Minimum Tariff Rate(s) as set forth on the currently effective Sheet No. 20 of this FERC Gas Tariff. A Negotiated Rate must be mutually agreed upon by Sabine and Shipper for a specific time period and may be based on a rate design other than the rate design used to compute Sabine's currently effective rates.
- 1.225 Netting (NAESB WGQ 2.2.3)  
The term used to describe the process of resolving imbalances for a service requester within an Operational Impact Area. There are two types of Netting: (1) summing is the accumulation of all imbalances above any applicable tolerances for a service requester or agent; and (2) offsetting is the combination of positive and negative imbalances above any applicable tolerances for a service requester or agent.

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FERC Docket: RP03-367-000

**Second Revised Sheet No. 205** Second Revised Sheet No. 205 : Effective  
Superseding: First Revised Sheet No. 205

-P-

- 1.250 Package ID (NAESB WGQ 1.2.5)  
A way to differentiate between discrete business transactions.
- 1.255 Pooling (NAESB WGQ 1.2.3)  
1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.
- 1.260 Predetermined Allocation  
The distribution of quantities of gas measured at Receipt Point(s) and/or Delivery Point(s) among Shipper(s) based upon a methodology agreed to by the Operator(s) and Sabine prior to the commencement of gas flow.
- 1.265 Primary Delivery Point(s)  
The point(s) on Sabine's System where quantities of gas may be delivered by Sabine for the account of Shipper, as described in Exhibit B of an executed Firm Service Agreement between Shipper and Sabine.
- 1.270 Primary Receipt Point(s)  
The point(s) on Sabine's System where quantities of gas may be received by Sabine for the account of Shipper, as described in Exhibit A of an executed Firm Service Agreement between Shipper and Sabine.
- 1.275 Printing (NAESB WGQ 4.2.4)  
The term used to describe the typical printed layout derived when a document is printed from a display tool (browser, word processor, etc.).
- 1.280 Psia  
Pounds per square inch absolute.
- 1.285 Psig  
Pounds per square inch gauge.

Effective Date: 06/19/2006 Status: Effective  
FERC Docket: RP06-363-000

**Third Revised Sheet No. 206** Third Revised Sheet No. 206 : Effective  
Superseding: Second Revised Sheet No. 206

-R-

- 1.290 Receipt Point(s)  
Any point on Sabine's System where quantities of gas may be received by Sabine for the account of Shipper.
- 1.291 Recourse Rate  
This term shall mean the Maximum Reservation Rate and/or Usage Rate, as applicable, as shown on the currently effective Sheet No. 20 of Sabine's FERC Gas Tariff.

-S-

- 1.295 Shipper  
Any individual, firm, corporation, agent, assignee or legal representative so designated to receive gas from or deliver gas to Sabine.
- 1.300 Site Map (NAESB WGQ 4.2.5)  
The term used to describe a Web page of URL links, which resembles a table of contents or directory tree structure, of categories and subcategories of information.
- 1.305 Standard Client Configuration (NAESB WGQ 4.2.9)  
The term used to describe the configuration that allows simultaneous access to multiple industry Web sites.
- 1.310 Standard Cubic Foot  
The standard unit of volume for the purpose of measurement equal to the amount of gas contained in one(1) cubic foot of space when the gas is at a temperature of sixty degrees Fahrenheit (60°F) and at an absolute pressure of fourteen and seventy-three hundredths pounds per square inch (14.73 psia). Scf shall mean one standard cubic foot. Mcf shall mean one thousand standard cubic feet. MMcf shall mean one million standard cubic feet.
- 1.315 System  
The pipeline, pipeline laterals, measurement, compression and related facilities owned, leased, or operated by or for Sabine.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Third Revised Sheet No. 206A** Third Revised Sheet No. 206A Superseding: Second Revised Sheet No. 206A

-T-1.320 Third Party Account Administrator (NAESB WGQ 1.2.17)  
A Title Transfer Tracking Service Provider other than Sabine.1.325 Title (NAESB WGQ 1.2.13)  
The term used to identify the ownership of gas.1.330 Title Transfer (NAESB WGQ 1.2.14) The  
change of title to gas between parties at a location.1.335 Title Transfer Nomination (NAESB WGQ  
1.2.19) A nomination line item requesting the service of Title Transfer Tracking and is  
sent by an Account Holder to a Title Transfer Tracking Service Provider.1.340 Title Transfer  
Tracking (NAESB WGQ 1.2.15) The process of accounting for the progression of title changes from  
party to party that does not effect a physical transfer of the gas.1.345 Title Transfer Tracking  
Service Provider (NAESB WGQ 1.2.16) A party conducting the title transfer tracking activity.1.350  
Transportation Storage, exchange, backhaul, displacement or other methods of  
transportation.1.351 Transportation Path The pipeline path and flow direction from and  
including the farthest Receipt Point to and including the farthest Delivery Point as stated  
in the Exhibits A and B, respectively, for each executed Firm Service Agreement contracted on  
Sabine's system.1.352 Transportation Service The receipt of Shipper's gas by Sabine at Receipt  
Point(s) and the delivery of thermally equivalent quantities by Sabine to Shipper or for  
Shipper's account, less the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities,  
at Delivery Point(s). -U-1.355 Unaccounted For Gas The  
difference, other than Fuel Gas, between the sum of all receipts of gas into Sabine's System and  
the sum of all deliveries of gas out of Sabine's System including gas for company use, leakage or  
other actual losses, discrepancies due to meter inaccuracies, variations of temperature,  
pressure and composition, and other variants.

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FERC Docket: RP08-391-000

**Second Revised Sheet No. 207**

Second Revised Sheet No. 207 Superseding: First Revised Sheet No. 2072.

OPERATING PROVISIONS FOR FIRM SERVICE

2.1 Availability of Firm Service Firm service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a superior claim by another Shipper. Existing uncommitted firm capacity will be posted on Sabine's Internet web site (web site) and will be made available in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions. In the event new capacity becomes available due to the construction or acquisition of facilities or the expansion of existing facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its web site and shall provide an open season, with a minimum duration of ten (10) days, during which potential Shippers may submit initial requests for firm service in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions.

2.2 Priority of Service Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms and Conditions. In general, Receipt Point and Delivery Point priority for firm service is as follows:

- a) Receipt Point Priority The receipt of gas for firm transportation services shall be:
  - i) on a firm basis from the Primary Receipt Point(s) specified in an executed Firm Service Agreement;

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FERC Docket: RP08-391-000

**First Revised Sheet No. 207A** First Revised Sheet No. 207A Superseding: Original Sheet No. 207A  
ii) on a firm basis from the In-Path Alternate Receipt Point(s) nominated by Shipper,  
subject to the availability of capacity in Sabine's System, and shall have a priority  
subordinate to the receipt of gas from Primary Receipt Points for all firm  
transportation services and a priority superior to the receipt of gas from Out-of-Path  
Alternate Receipt Point(s) and interruptible transportation services;  
and iii) on a firm basis from the Out-of-Path Alternate Receipt Point(s)  
nominated by Shipper, subject to the availability of capacity in Sabine's System, and  
shall have a priority subordinate to the

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FERC Docket: RP08-391-000

**Second Revised Sheet No. 208**

Second Revised Sheet No. 208 Superseding: First Revised Sheet No. 208

receipt of gas from Primary Receipt Points and In-Path Alternate Receipt Points for firm transportation services and a priority superior to the receipt of gas for interruptible transportation services. b) Delivery Point Priority

The delivery of gas for firm transportation services shall be: i) on a firm basis to the Primary Delivery Point(s) specified in an executed Firm Service Agreement;

ii) on a firm basis to the In-Path Alternate Delivery Point(s) as nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points for all firm transportation services and a priority superior to the delivery of gas to Out-of-Path Alternate Delivery Point(s) and interruptible transportation services;

and iii) on a firm basis to the Out-of-Path Alternate Delivery Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points and In-Path Alternate Delivery Points for firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

*Effective Date: 04/01/2006 Status: Effective*

*FERC Docket: RP06-265-000*

**First Revised Sheet No. 208A** First Revised Sheet No. 208A : Effective

Superseding: Original Sheet No. 208A

2.3 Shipper Requests for Firm Service

Requests for firm service hereunder shall be made by providing the specific information in, and in the form prescribed by, Section 4 of the General Terms and Conditions. Request for Service forms shall be submitted to Sabine, Attention: Contract Administration. Sabine shall consider all complete requests in the order received and will notify Shipper in writing of the acceptance of a complete request. Request for Service forms will be supplied to any potential Shipper upon request, are available at Sabine's corporate office during normal business hours, or are available electronically by following the procedures of Section 15 of the General Terms and Conditions.

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00- 24-001

**Original Sheet No. 209** Original Sheet No. 209 : Effective

#### 2.4 Receipt And Delivery Point Designations

Each Receipt Point and each Delivery Point specified by a Shipper requesting firm transportation service shall be considered as Primary Receipt Points and Primary Delivery Points for firm transportation service under an executed Firm Service Agreement. Each Shipper's Maximum Daily Reservation Quantity must be allocated among the Primary Receipt Points and Primary Delivery Points such that the Maximum Daily Reservation Quantity equals both the sum of the individual maximum daily quantities for Primary Receipt Points and the sum of the individual maximum daily quantities for Primary Delivery Points. A Shipper may amend its Firm Service Agreement to add Primary Receipt Points or Primary Delivery Points, delete Primary Receipt Points or Primary Delivery Points or modify Primary Receipt Point or Primary Delivery Point maximum daily quantities provided capacity is available to provide firm service. The Maximum Daily Reservation Quantity must be allocated such that the Maximum Daily Reservation Quantity equals both the sum of the individual maximum daily quantities for Primary Receipt Points and the sum of the individual maximum daily quantities for Primary Delivery Points for an amended Firm Service Agreement.

#### 2.5 Alternate Points

All System points, including Primary Receipt Points or Primary Delivery Points where capacity exists in excess of capacity allocated to provide Primary Receipt Point or Primary Delivery Point firm transportation service, will be available as Alternate Receipt Points or Alternate Delivery Points. Requests to utilize alternate points on a temporary basis must specify the period of time a Shipper will use the alternate points so that the temporary availability of capacity at Shipper's Primary Points can be posted. The capacity at the Primary Points will revert to Shipper upon the expiration of the time specified by Shipper, unless Shipper notifies Sabine that Shipper wishes to extend the period of time it will use the Alternate Points. Sabine shall not limit the number of Primary and

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FERC Docket: RP08-391-000

**Second Revised Sheet No. 210**

Superseding: First Revised Sheet No. 210  
Alternate Receipt or Delivery Points which a firm Shipper may request to utilize, as long as the sum of Shipper's primary and temporarily reserved Alternate Receipt or Delivery Points does not exceed Shipper's Maximum Daily Reservation Quantity. Any discounted Reservation Rate for firm transportation service between Primary Receipt and Delivery Points will not automatically transfer to service using Alternate Receipt or Delivery Points, unless Sabine directs Shipper to use an alternate point for operational reasons pursuant to Section 6.7 of the General Terms and Conditions. Sabine's Discount Retention Policy is defined in Section 9.8 of the General Terms and Conditions.2.6 Request Invalidation Requests for firm service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than three (3) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine, unless additional facilities are required to provide the firm service. Sabine will accept requests for firm service if service is requested to commence within one (1) month of the completion of construction, modification, expansion or acquisition of facilities necessary to provide the requested service. Requests for firm service which cannot be accepted due to insufficient capacity shall not be of a continuing nature and shall be deemed a nullity for all present and future purposes.2.7 Requests For Operating Data Upon request by Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Primary Receipt Point and Primary Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00-24-001*

**Original Sheet No. 211** Original Sheet No. 211 : Effective

#### 2.8 Available Capacity

Sabine will make capacity available for firm service to the extent that Sabine determines it is operationally feasible. If operating conditions ever limit Sabine's ability to provide firm service, then Sabine shall provide such service on the basis described in Section 6 of the General Terms and Conditions.

#### 2.9 Additional Facilities

Sabine shall not be required to construct additional facilities, modify or expand facilities or acquire facilities to provide firm transportation service.

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FERC Docket: RP08-391-000

**First Revised Sheet No. 212** First Revised Sheet No. 212Superseding: Original Sheet No. 2123. OPERATING PROVISIONS FOR INTERRUPTIBLE SERVICE3.1 Availability of Interruptible Service Interruptible service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a prior claim by another Shipper or another class of service under a pre-existing agreement or certificate.3.2 Priority of Service Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms of Conditions. In general, interruptible transportation services shall be subject to and subordinate to firm transportation services provided by Sabine.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Second Revised Sheet No. 213** Second Revised Sheet No. 213 Superseding: First Revised Sheet No. 2133.3  
Shipper Requests for Interruptible Service Requests for interruptible service hereunder shall be made by providing the specific information in, and in the form prescribed by, Section 4 of the General Terms and Conditions. Request for Service forms shall be submitted to Sabine, Attention: Contract Administration. Request for Service forms will be supplied to any potential Shipper upon request, and are available at Sabine's corporate office during normal business hours or are available electronically by following the procedures in Section 15 of the General Terms and Conditions.3.4 Request Invalidation Requests for interruptible service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than six (6) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine.3.5 Requests For Operating Data Upon request of Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Receipt Point and Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**First Revised Sheet No. 214** First Revised Sheet No. 214 Superseding: Original Sheet No. 2143.6 Receipt and Delivery Points Each Receipt Point and each Delivery Point on Sabine's System is available for interruptible transportation service subject to the allocation of capacity at such points first to firm transportation service and second to interruptible transportation service with a higher priority in accordance with Section 6 of the General Terms and Conditions. Subject to the availability of capacity, a Shipper may utilize, on an interruptible basis, any Receipt or Delivery Point up to the lesser of the daily transportation quantities at each Receipt or Delivery Point or the Maximum Daily Transportation Quantity set forth in its Interruptible Service Agreement with Sabine.3.7 Interruption of Service Sabine retains all rights at any and all times during the term of an executed Interruptible Service Agreement to decrease or temporarily suspend receipt and/or delivery of gas if such capacity is required to render service of a higher priority. If Sabine exercises such rights, Shipper shall hold Sabine harmless from any loss, claim, damage or expense that such Shipper or other party may incur by reason of such decrease or suspension.

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FERC Docket: CP00-24-001

**Original Sheet No. 215** Original Sheet No. 215 : Effective

### 3.8 Failure to Use Service

If within twelve (12) months after the execution of an Interruptible Service Agreement Shipper has not commenced service under the provisions of such executed Interruptible Service Agreement, or if Shipper has commenced service but fails to use service during a consecutive twelve (12) month period after commencement, Sabine may, on a non-discriminatory basis, terminate the Interruptible Service Agreement and Shipper's request for interruptible service shall be deemed a nullity for all present and future purposes. Sabine shall give Shipper written notice thirty (30) days in advance of termination of an executed Interruptible Service Agreement. Shipper may retain the Interruptible Service Agreement by notifying Sabine in writing of its intent to retain such Service Agreement. However, if Shipper fails to use service during a consecutive twelve (12) month period after notice of its intent to retain such service, the Interruptible Service Agreement and Shipper's request for interruptible service shall be automatically terminated and abandoned.

### 3.9 Overbooking of Available Capacity

Sabine may contract to transport gas, on an interruptible basis, in excess of available capacity. If such overbooking should ever limit Sabine's ability to provide interruptible service, then Sabine shall provide such service on the basis described in Section 6 of the General Terms and Conditions.

### 3.10 Additional Facilities

Sabine shall not be required to construct additional facilities, modify or expand facilities or acquire facilities to provide interruptible transportation service.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00- 24-001*

**Original Sheet No. 216** Original Sheet No. 216 : Effective

4. REQUESTS FOR SERVICE

4.1 Request for Service Form

Each Shipper requesting firm transportation service or interruptible transportation service hereunder shall provide the specific information in the following form:

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FERC Docket: CP00-24-001

Original Sheet No. 217 Original Sheet No. 217 : Effective

SABINE PIPE LINE LLC  
REQUEST FOR SERVICE

SHIPPER INFORMATION

1. Shipper's Name: \_\_\_\_\_  
(legal name of signatory party)  
State of Incorporation: \_\_\_\_\_  
(if applicable)  
(Or) Other Legal Description: \_\_\_\_\_  
(e.g., partnership)

Shipper is: (check one)

_____	LDC/Distributor	_____	Intrastate Pipeline
_____	Producer	_____	Interstate Pipeline
_____	End User	_____	Marketer
_____	Other: _____		

Is Shipper affiliated with Sabine?

\_\_\_\_\_ Yes          \_\_\_\_\_ No

If yes, list type and extent of affiliation.

\_\_\_\_\_

2. Requesting Party's Name: \_\_\_\_\_  
(if different than shipper)

Is Requesting Party affiliated with Sabine?

\_\_\_\_\_ Yes          \_\_\_\_\_ No

If yes, list type and extent of affiliation.

\_\_\_\_\_

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FERC Docket: CP00-24-001

**Original Sheet No. 218** Original Sheet No. 218 : Effective

3. Shipper Contacts:

	Notices	Invoicing	Scheduling & Nominations
Name:	_____	_____	_____
Title:	_____	_____	_____
Street Address:	_____	_____	_____
Mailing Address:	_____	_____	_____
Telephone:	_____	_____	_____
Telefax:	_____	_____	_____
24-Hour Contact:	_____	Telephone:	_____

SERVICE INFORMATION

4. Request is for:

\_\_\_\_\_ New Service  
\_\_\_\_\_ Amended Service to Agreement No. \_\_\_\_\_

5. Service Authority:

\_\_\_\_\_ NGPA Section 311 Service  
\_\_\_\_\_ NGA Section 7(c) Blanket Authority (Part 284)  
\_\_\_\_\_ NGA Section 7(c) Authority

6. Service Type:

\_\_\_\_\_ Firm Service (FT-1 Rate Schedule)  
\_\_\_\_\_ Interruptible Service (IT-1 Rate Schedule)

Effective Date: 10/01/2006 Status: Effective  
FERC Docket: RP06-582-000

**First Revised Sheet No. 219** First Revised Sheet No. 219 : Effective  
Superseding: Original Sheet No. 219

7. Primary Term:

Commencement Date: Termination Date:

Secondary Term (if appropriate):

Month to month, upon termination of primary term subject to thirty (30) days prior written notice by either party.

Year to year, upon termination of primary term subject to thirty (30) days prior written notice by either party.

Other:  
upon termination of primary term subject to thirty (30) days prior written notice by either party.

8. Transportation Quantities: 1/

Firm Service  
Maximum Daily Reservation Quantity Dt

Interruptible Service  
Maximum Daily Transportation Quantity Dt

9. Estimated Transportation  
Quantity Over Primary Term Dt

10. List all appropriate codes for each producing area where the gas fields or wells producing the gas to be transported are located.

---

11. List all appropriate state codes for each location of the ultimate delivery points of the gas.

1/ Shipper is also responsible for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, based on the FRP and UFRP, respectively, as set forth on currently effective Sheet No. 20 of this FERC Gas Tariff.

Effective Date: 07/01/2008 Status: Effective

FERC Docket: RP08-391-000

**First Revised Sheet No. 220** First Revised Sheet No. 220 Superseding: Original Sheet No.

220 RECEIPT/DELIVERY POINTS (Firm Transportation Service only)

Maximum Daily Quantity<sup>12</sup>. Receipt Point(s):

Dt

Maximum Daily Quantity<sup>13</sup>. Delivery Point(s):

Dt "ON BEHALF

OF" ENTITY INFORMATION<sup>14</sup>. Service pursuant to Section 311(a) of the NGPA will be "On Behalf Of"

(Legal name)

, which is an:

LDC

Intrastate<sup>15</sup>. The named "On Behalf Of" entity will: \_\_\_\_\_ have physical custody of and transport

the gas \_\_\_\_\_ hold title to the gas Sabine must receive a written acknowledgment from each

"on behalf of" \_\_\_\_\_ entity confirming that it is a local distribution company or an intrastate

pipeline, as defined in the NGPA, and that it will either \_\_\_\_\_ have physical custody of and transport the

gas or hold title to the gas.

If transportation service is being provided "on behalf of" more than one entity, list additional "on behalf of" entities indicating the type of entity and whether it will either have physical custody of and transport (Transport) the gas or hold title (Title) to the gas.

Additional "On Behalf Of" Entities	Entity Type LDC Intrastate	Type of Custody Transport Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SHIPPER AFFILIATION

16. Is the supplier of gas to be transported in any transaction associated with this request affiliated with Sabine?  
 \_\_\_\_\_ Yes                      \_\_\_\_\_ No                      \_\_\_\_\_ Unknown  
 If yes, list the name of gas supplier and the extent of affiliation with Sabine.  
 \_\_\_\_\_

17. Is the gas for which transportation service is requested, being marketed by a Sabine affiliate?  
 \_\_\_\_\_ Yes                      \_\_\_\_\_ No  
 If yes, list the name of Marketer and the extent of affiliation with Sabine.  
 \_\_\_\_\_

Effective Date: 04/01/2006 Status: Effective  
FERC Docket: RP06-265-000

**Second Revised Sheet No. 222** Second Revised Sheet No. 222 : Effective  
Superseding: First Revised Sheet No. 222

18. If gas is being marketed by a Sabine affiliate, does the cost of gas to Sabine's affiliate exceed the sales price received by Sabine's marketing affiliate?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No                      \_\_\_\_\_ Unknown

If yes, by how much? \_\_\_\_\_

19. Send completed requests to:

By Mail:

Sabine Pipe Line LLC  
P. O. Box 4879  
Houston, TX 77210-4879  
Attn: Contract Administration

By Overnight Mail or Courier:

Sabine Pipe Line LLC  
4800 Fournace Place, #W220D  
Bellaire, TX 77401-2324  
Attn: Contract Administration

Phone: (713) 432-2977  
Fax: (713) 432-2757

SHIPPER AUTHORIZATIONS

Shipper hereby agrees to abide by the terms of Sabine's FERC Gas Tariff, and the Rate Schedule and General Terms and Conditions, which are part of Sabine's FERC Gas Tariff. Shipper further agrees that Sabine may make an inquiry into Shipper's credit worthiness and obtain adequate assurances of Shipper's solvency and ability to fulfill its payment obligations. Shipper agrees to supply Sabine with credit information including, but not limited to, three (3) trade references and Shipper's most recent audited or otherwise verified financial statements, annual report, and Form 10-K or alternate credit information sufficient to demonstrate that Shipper will be able to meet its financial obligations under the requested Rate Schedule. Shipper agrees and acknowledges that Sabine may refuse to provide service pursuant to this Request for Service if Shipper fails to provide the information sought by Sabine which, in Sabine's reasonable judgement, assures Sabine of Shipper's solvency and ability to

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*FERC Docket: CP00-24-001*

**Original Sheet No. 223** Original Sheet No. 223 : Effective

perform its obligations under any Service Agreement, or if  
Shipper is unable to or fails to demonstrate credit worthiness.

Shipper's Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00-24-001*

**Original Sheet No. 224** Original Sheet No. 224 : Effective

#### 4.2 Incomplete Service Forms

Request for Service forms received by Sabine that do not contain all the information specified in Subsection 4.1, including credit information sufficient to demonstrate that a Shipper will be able to meet its financial obligations under the requested Rate Schedule, will be considered incomplete. Sabine will notify Shipper in writing of any deficiencies of a request, and Shipper shall provide the additional information required for a valid request within thirty (30) days. Incomplete requests for service which are not completed within thirty (30) days of a deficiency notification shall be deemed a nullity for all present and future purposes.

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*FERC Docket: RP03-367-000*

**First Revised Sheet No. 225** First Revised Sheet No. 225 : Effective  
Superseding: Original Sheet No. 225

5. NOMINATION PROCEDURES

5.1 Required Information

For each day on which Shipper desires transportation service under any Service Agreement, Shipper shall submit to Sabine either a written form containing nomination information on each receipt and delivery point, or an electronic nomination in the format set forth in the NAESB WGQ Standards. Once submitted, nominations, except for Intraday Nominations, will remain in effect for the specified time period unless a prospective written or electronic nomination change is received from Shipper.

All nominations will be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

Each Shipper nomination shall include the information required by NAESB WGQ Standard 1.4.1.

Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-408-001

**First Revised Sheet No. 226** First Revised Sheet No. 226 : Effective  
Superseding: Original Sheet No. 226

## 5.2 Nomination Timelines

a) Sabine shall support the following standard nomination cycles:

- i) The Timely Nomination Cycle:  
11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Sabine (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Sabine from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (Central Clock Time on the day prior to flow).
- ii) The Evening Nomination Cycle:  
6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Sabine (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Sabine from upstream and downstream connected parties; 10:00 p.m. for Sabine to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on Sabine to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on Sabine to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

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FERC Docket: RP08-391-000

**Second Revised Sheet No. 226A** Second Revised Sheet No. 226A Superseding: First Revised Sheet No. 226A  
b) Intraday nominations A Shipper may submit and Sabine will accept Intraday Nominations provided such nominations are within Shipper's total MDQ and can be confirmed. Intraday Nominations may be used to start service, to request increases or decreases in nominated quantities, to nominate new supply or market, or to reflect changes in the specified receipt and delivery points. Intraday Nominations received by 6:15 p.m. Central Clock Time the Day before the effective date of the requested service will be scheduled in accordance with Section 6 of the General Terms and Conditions, and will be effective at the start of the requested service date. Intraday Nominations will be effective only for a single gas day, and, therefore, will not remain in effect for prospective gas days. To the extent a Shipper submits an Intraday Nomination that specifies an effective term of longer than one Day, Sabine shall make the nomination effective only for the first Day of the specified effective period. Intraday Nominations will be processed according to the following timelines:

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FERC Docket: RP02-408-001

**First Revised Sheet No. 226B** First Revised Sheet No. 226B : Effective  
Superseding: Original Sheet No. 226B

- i) The Intraday 1 Nomination Cycle:  
10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Sabine (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Sabine from upstream and downstream connected parties; 2:00 p.m. for Sabine to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the gas day).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas day.

- ii) The Intraday 2 Nomination Cycle:  
5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Sabine (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Sabine from upstream and downstream connected parties; 9:00 p.m. for Sabine to provide scheduled quantities to affected shippers and point operators (Central Clock Time on the gas day).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

- iii) For purposes of Section 5.2(a)(ii), 5.2(b)(i) and 5.2(b)(ii) "provide" shall mean, for transmittals pursuant to standards 1.4x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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FERC Docket: RP08-391-000

**Third Revised Sheet No. 226C**

Third Revised Sheet No. 226C Superseding: Second Revised Sheet No. 226C

c) Quick Response to Nominations Sabine will send a Quick Response, as defined by NAESB WGQ, to the Shipper for each nomination received. Such Quick Response will serve only as notification of the receipt and validation of nomination information in accordance with NAESB WGQ Standards, but will not indicate whether the nomination will be confirmed pursuant to Subsection 5.7 or scheduled pursuant to Subsections 6.1 and 6.2 of the General Terms and Conditions. For the Timely Nomination Cycle, the Quick Response will be sent to the Nominating Party by 12:00 p.m. Central Clock Time on the Day the nomination is received. For the Evening Nomination Cycle, the Quick Response will be sent to the Nominating Party on the Day prior to gas flow. For Intraday Nominations, the Quick Response will be sent to the Nominating Party according to the following schedule: Intraday 1 Nomination Cycle - 10:30 a.m. Central Clock Time on the gas day; Intraday 2 Nomination Cycle - 5:30 p.m. Central Clock Time on the gas day. d) Notification to Bumped Parties Sabine will notify individual Shippers of bumped quantities by telephone or telefax in accordance with the timelines for Evening and Intraday 1 Nomination Cycles.

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*FERC Docket: CP00- 24-001*

**Original Sheet No. 226D** Original Sheet No. 226D : Effective

e) Waiver of Penalties

To the extent that a Shipper is bumped as a result of an Intraday nomination by a Shipper with a higher priority of service, Sabine will waive any applicable penalties incurred by Shipper solely as a result of the Intraday bump, and only for the Day on which Shipper is bumped.

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FERC Docket: CP00-24-001

**Original Sheet No. 227** Original Sheet No. 227 : Effective

### 5.3 Required Nomination Changes

Sabine may require revised nominations or prospective nomination changes by Shipper if the daily flows under a particular Service Agreement differ from confirmed nominations, or an imbalance has occurred due to some operational reason. When a Shipper receives notice requiring a revised nomination or prospective nomination change, Shipper shall submit a nomination in accordance with Subsection 5.1 and with the revisions specified by Sabine. Shipper shall be responsible for informing its upstream and downstream parties of revised or prospective changes.

### 5.4 Delegation of Nomination Authority to Agent

A Shipper may delegate to any third party the responsibility for submitting nominations and receiving confirmations or performing other administrative duties under any Service Agreement, subject to the following conditions:

- a) Any designation of a third party as agent, or any change in such designation, must be provided in writing to Sabine at least two (2) Business Days prior to the requested effective date of the designation.
- b) The written designation shall specify any limits on the authority of the Agent, including any time limit for the designation. Sabine may reject any Shipper's request to delegate responsibilities if the limitations on the designation would impose undue administrative burdens on Sabine. Sabine will justify in writing to Shipper the basis for rejecting a request to delegate responsibilities.
- c) Sabine will rely on communications from a Shipper's Agent for all nomination purposes except

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FERC Docket: CP00-24-001

**Original Sheet No. 228** Original Sheet No. 228 : Effective

to the extent the designation is explicitly limited. Communications by Sabine to such Agent shall be deemed notice to Shipper, except to the extent the Agent's authority is explicitly limited with respect to the receipt of notice under the provisions of Subsection 5.4(b).

- d) Any third party may administer multiple Service Agreements as the Agent for one or more Shippers. However, the Agent shall administer and account separately for each Service Agreement.

#### 5.5 Shipper Prioritization of Nominated Quantities

If Shipper elects to nominate quantities of gas to be received by Sabine from one or more upstream shippers at one or more Receipt Points for delivery by Sabine to one or more downstream shippers at one or more Delivery Points for the account of Shipper, Shipper shall provide the priority, method, and extent to which each nominated receipt quantity from a particular upstream shipper at a particular Receipt Point shall be reduced in the event that any Downstream Operator verifies and confirms deliveries which are less than the Shipper's nominated deliveries or in the event that, due to Sabine's allocation of available capacity for transportation services, all nominated receipts cannot be scheduled. Likewise, if Shipper elects to nominate quantities of gas to be delivered by Sabine to one or more downstream shippers at one or more Delivery Points for the account of Shipper, Shipper shall provide the priority, method, and extent to which each nominated delivery quantity to a particular downstream shipper at a particular Delivery Point shall be reduced in the event that any Upstream Operator verifies and confirms receipts which are less than the Shipper's nominated receipts or in the event that, due to Sabine's allocation of available capacity for transportation services, all nominated deliveries cannot be scheduled.

Shipper prioritization of nominated quantities shall not be inconsistent with the terms of this FERC Gas Tariff and such prioritization shall be honored to the extent that Sabine reasonably determines such prioritization is operationally feasible.

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*FERC Docket: RP06-265-000*

**First Revised Sheet No. 228A** First Revised Sheet No. 228A : Effective

Superseding: Original Sheet No. 228A

5.6 Title Transfer Tracking

Sabine shall accommodate Title Transfer Tracking (TTT) activities at its Henry Hub location. Sabine has designated a Title Transfer Tracking Service Provider to perform TTT services at the Henry Hub. To the extent requested, Sabine shall accommodate Third Party Title Transfer Tracking Service Providers in accordance with the NAESB standards related to TTT incorporated by reference in Section 23.2 of this FERC Gas Tariff.

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FERC Docket: RP08-391-000

**Original Sheet No. 228B** Original Sheet No. 228B

FT-1 RATE SCHEDULE  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for firm transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has sufficient capacity to render the firm transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed;
- c) Any Shipper requesting firm transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that the requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes a Firm Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be firm and shall be allocated and scheduled pursuant to Section 6 of the General Terms and Conditions.  
Transportation service shall be subject to the provisions of an executed Firm Service Agreement or Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity, and to the General Terms and Conditions incorporated herein by reference.

- b) Transportation capacity reserved under this rate schedule may be segmented to the extent that the capacity included within a mainline segment does not exceed the Daily Maximum Reservation Quantity specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, and capacity is available at the Receipt Point(s) and Delivery Point(s) designated for a segment.

A Shipper, or a releasing Shipper and a replacement Shipper, may make segmented transactions consisting of a forwardhaul up to its Daily Maximum Reservation Quantity and a backhaul up to its Maximum Daily Reservation Quantity to the same Delivery Point at the same time, provided that sufficient capacity is available at the Delivery Point.

For purposes of segmentation, all Receipt and Delivery Points within Sabine's Henry Hub Complex will be considered one point. For purposes of this Section, Sabine's Henry Hub Complex consists of those facilities located at the eastern terminus of Sabine's mainline in Vermilion Parish, Louisiana, commonly referred to as the Henry Hub.

- c) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for

transportation from the Primary Receipt Point(s) specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, or Alternate

IT-1 RATE SCHEDULE  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for interruptible transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has available capacity to render the interruptible transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the interruptible transportation service has been completed;
- c) Any Shipper requesting interruptible transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes an Interruptible Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be interruptible, subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Sabine's firm Shippers. Interruption of service and allocation and scheduling of available interruptible capacity shall be in accordance with Section 6 of the General Terms and Conditions.

Transportation service shall be subject to the provisions of an executed Interruptible Service Agreement.

- b) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation from any Receipt Point(s), the transportation of that gas through Sabine's System, and the delivery of that gas, after making adjustments for the applicable Fuel Gas and Unaccounted For Gas reimbursement and other appropriate reductions, for the account of Shipper at any Delivery Point(s).
- c) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, specified in an executed Interruptible Service Agreement and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, so specified.

3. RATES AND CHARGES

The applicable charges for transportation services provided under this Rate Schedule are set forth in the currently effective Sheet No. 20 of this FERC Gas Tariff except when Negotiated Rates are agreed upon pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff. For all transportation service rendered under this Rate

Schedule, Shipper shall pay Sabine each month the sum of the Usage Charge, ACA Charge, Fuel Gas and Unaccounted For Gas reimbursement, and any other charges, as authorized under the provisions of this FERC Gas Tariff, as follows:

a) Usage Charge - An amount determined as the product of:

- i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and
- 1.155 Heating Value  
The number of British thermal units produced by complete combustion at constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60(F), and under a pressure equivalent to that of thirty inches of mercury (30" Hg) at thirty-two degrees Fahrenheit (32(F), and under gravitational force acceleration (980.665 cm. per sec. per sec.), with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, when the water formed by combustion is condensed to the liquid state, and corrected for any water vapor in excess of seven pounds per million cubic feet of gas (7 lbs/MMcf). Heating value determined by calculation from composition analysis according to GPA Publication 2172-84, as amended or revised, shall be converted to figures that reflect the actual condition of the gas on receipt or delivery and adjusted for temperature, pressure, water content or compressibility.

-I-

- 1.157 In-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction in the same direction as the nominating party's current Transportation Path.
- 1.158 In-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has both a receipt point and a delivery point within the nominating party's current Transportation Path.
- 1.160 Informational Postings (NAESB WGQ 4.2.1)  
The term that identifies common information, as specified in WGQ Standard 4.3.23.
- 1.165 Interactive Flat File (NAESB WGQ 4.2.19)  
The term used within NAESB WGQ FF/EDM to describe the transfer of flat files using an interactive browser.
- 1.170 Intra-day Nomination (NAESB WGQ 1.2.4)  
A nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas Day and runs through the end of that gas Day. An Intraday Nomination will span one Day only.

-M-

- 1.175 Matrix (NAESB WGQ 4.2.17)  
The term used to describe the portion of the Content Area of the browser display on the Customer Activities Web sites used to display selected data entered on the Form and, when appropriate, for data entry. The Matrix should be either the lower portion of the Content Area (that area below the Form) or, alternatively, a single page linked to the Form.
- 1.180 Maximum Daily Reservation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Exhibit B of an executed Firm Service Agreement between Shipper and Sabine, exclusive of the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities.
- 1.185 Maximum Daily Transportation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Article II of an executed Interruptible Service Agreement between Shipper and Sabine, exclusive of the Fuel Gas and Unaccounted For Gas reimbursement quantities.

- 1.190 Month  
The period beginning on the first Day of a calendar month and ending on the first Day of the succeeding calendar month.
- 1.192 Monthly Allocation (NAESB WGQ 2.2.4)  
The term used to describe the process where the Allocating Party performs the allocation process at the end of the monthly flow period.
- O-
- 1.230 Operational Balancing Agreement (OBA) (NAESB WGQ 2.2.1)  
A contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 1.235 Operational Flow Order (NAESB WGQ 1.2.6)  
An order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Sabine's system or to maintain operations required to provide efficient and reliable firm service. Whenever Sabine experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.
- 1.240 Operational Impact Area (NAESB WGQ 2.2.2)  
The term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.
- 1.245 Operator  
Any individual, firm, or corporation, or its agent, assignee, or legal representative, that owns natural gas production, or owns and/or operates gas production, processing or upstream or downstream pipeline facilities, which are directly connected to Sabine's System, and who is responsible for the confirmation, scheduling, receipt or delivery, and the allocation of gas through such interconnecting facility.
- 1.247 Out-of-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction opposite of the nominating party's current Transportation Path direction.
- 1.248 Out-of-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has either a Receipt Point or a Delivery Point, or both, outside the nominating party's current Transportation Path.
- T-
- 1.320 Third Party Account Administrator (NAESB WGQ 1.2.17)  
A Title Transfer Tracking Service Provider other than Sabine.
- 1.325 Title (NAESB WGQ 1.2.13)  
The term used to identify the ownership of gas.
- 1.330 Title Transfer (NAESB WGQ 1.2.14)  
The change of title to gas between parties at a location.
- 1.335 Title Transfer Nomination (NAESB WGQ 1.2.19)  
A nomination line item requesting the service of Title Transfer Tracking and is sent by an Account Holder to a Title Transfer Tracking Service Provider.
- 1.340 Title Transfer Tracking (NAESB WGQ 1.2.15)  
The process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.
- 1.345 Title Transfer Tracking Service Provider (NAESB WGQ 1.2.16)  
A party conducting the title transfer tracking activity.
- 1.350 Transportation  
Storage, exchange, backhaul, displacement or other methods of transportation.
- 1.351 Transportation Path  
The pipeline path and flow direction from and including the farthest Receipt Point to and including the farthest Delivery Point as stated

in the Exhibits A and B, respectively, for each executed Firm Service Agreement contracted on Sabine's system.

- 1.352 Transportation Service  
The receipt of Shipper's gas by Sabine at Receipt Point(s) and the delivery of thermally equivalent quantities by Sabine to Shipper or for Shipper's account, less the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, at Delivery Point(s).

-U-

- 1.355 Unaccounted For Gas  
The difference, other than Fuel Gas, between the sum of all receipts of gas into Sabine's System and the sum of all deliveries of gas out of Sabine's System including gas for company use, leakage or other actual losses, discrepancies due to meter inaccuracies, variations of temperature, pressure and composition, and other variants.

2. OPERATING PROVISIONS FOR FIRM SERVICE

2.1 Availability of Firm Service

Firm service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a superior claim by another Shipper. Existing uncommitted firm capacity will be posted on Sabine's Internet web site (web site) and will be made available in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions. In the event new capacity becomes available due to the construction or acquisition of facilities or the expansion of existing facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its web site and shall provide an open season, with a minimum duration of ten (10) days, during which potential Shippers may submit initial requests for firm service in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions.

2.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms and Conditions. In general, Receipt Point and Delivery Point priority for firm service is as follows:

a) Receipt Point Priority

The receipt of gas for firm transportation services shall be:

- i) on a firm basis from the Primary Receipt Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis from the In-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points for all firm transportation services and a priority superior to the receipt of gas from Out-of-Path Alternate Receipt Point(s) and interruptible transportation services; and
- iii) on a firm basis from the Out-of-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points and In-Path Alternate Receipt Points for firm transportation services and a priority superior to the receipt of gas for interruptible transportation services.

b) Delivery Point Priority

The delivery of gas for firm transportation services shall be:

- i) on a firm basis to the Primary Delivery Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis to the In-Path Alternate Delivery Point(s) as nominated by Shipper, subject to the availability of

capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points for all firm transportation services and a priority superior to the delivery of gas to Out-of-Path Alternate Delivery Point(s) and interruptible transportation services; and

- iii) on a firm basis to the Out-of-Path Alternate Delivery Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points and In-Path Alternate Delivery Points for firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

Alternate Receipt or Delivery Points which a firm Shipper may request to utilize, as long as the sum of Shipper's primary and temporarily reserved Alternate Receipt or Delivery Points does not exceed Shipper's Maximum Daily Reservation Quantity. Any discounted Reservation Rate for firm transportation service between Primary Receipt and Delivery Points will not automatically transfer to service using Alternate Receipt or Delivery Points, unless Sabine directs Shipper to use an alternate point for operational reasons pursuant to Section 6.7 of the General Terms and Conditions. Sabine's Discount Retention Policy is defined in Section 9.8 of the General Terms and Conditions.

## 2.6 Request Invalidation

Requests for firm service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than three (3) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine, unless additional facilities are required to provide the firm service. Sabine will accept requests for firm service if service is requested to commence within one (1) month of the completion of construction, modification, expansion or acquisition of facilities necessary to provide the requested service. Requests for firm service which cannot be accepted due to insufficient capacity shall not be of a continuing nature and shall be deemed a nullity for all present and future purposes.

## 2.7 Requests For Operating Data

Upon request by Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Primary Receipt Point and Primary Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

## 3. OPERATING PROVISIONS FOR INTERRUPTIBLE SERVICE

### 3.1 Availability of Interruptible Service

Interruptible service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a prior claim by another Shipper or another class of service under a pre-existing agreement or certificate.

### 3.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms of Conditions. In general, interruptible transportation services shall be subject to and subordinate to firm transportation services provided by Sabine.

### 3.3 Shipper Requests for Interruptible Service

Requests for interruptible service hereunder shall be made by providing the specific information in, and in the form prescribed by, Section 4 of the General Terms and Conditions. Request for Service forms shall be submitted to Sabine, Attention: Contract Administration. Request for Service forms will be supplied to any potential Shipper upon request, and are available at Sabine's corporate office during normal business hours or are available electronically by following the procedures in Section 15 of the General Terms and Conditions.

3.4 Request Invalidation

Requests for interruptible service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than six (6) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine.

3.5 Requests For Operating Data

Upon request of Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Receipt Point and Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

3.6 Receipt and Delivery Points

Each Receipt Point and each Delivery Point on Sabine's System is available for interruptible transportation service subject to the allocation of capacity at such points first to firm transportation service and second to interruptible transportation service with a higher priority in accordance with Section 6 of the General Terms and Conditions. Subject to the availability of capacity, a Shipper may utilize, on an interruptible basis, any Receipt or Delivery Point up to the lesser of the daily transportation quantities at each Receipt or Delivery Point or the Maximum Daily Transportation Quantity set forth in its Interruptible Service Agreement with Sabine.

3.7 Interruption of Service

Sabine retains all rights at any and all times during the term of an executed Interruptible Service Agreement to decrease or temporarily suspend receipt and/or delivery of gas if such capacity is required to render service of a higher priority. If Sabine exercises such rights, Shipper shall hold Sabine harmless from any loss, claim, damage or expense that such Shipper or other party may incur by reason of such decrease or suspension.

RECEIPT/DELIVERY POINTS (Firm Transportation Service only)

12. Receipt Point(s): Maximum Daily Quantity Dt

13. Delivery Point(s): Maximum Daily Quantity Dt

"ON BEHALF OF" ENTITY INFORMATION

14. Service pursuant to Section 311(a) of the NGPA will be "On Behalf Of" (Legal name), which is an:

LDC Intrastate

15. The named "On Behalf Of" entity will:

\_\_\_\_\_ have physical custody of and transport the gas

\_\_\_\_\_ hold title to the gas

Sabine must receive a written acknowledgment from each "on behalf of" entity confirming that it is a local distribution company or an intrastate pipeline, as defined in the NGPA, and that it will either have physical custody of and transport the gas or hold title to the gas.

b) Intraday nominations

A Shipper may submit and Sabine will accept Intraday Nominations provided such nominations are within Shipper's total MDQ and can be confirmed. Intraday Nominations may be used to start service, to request increases or decreases in nominated quantities, to nominate new supply or market, or to reflect changes in the specified receipt and delivery points.

Intraday Nominations received by 6:15 p.m. Central Clock Time the Day before the effective date of the requested service will be scheduled in accordance with Section 6 of the General Terms and Conditions, and will be effective at the start of the requested service date.

Intraday Nominations will be effective only for a single gas day, and, therefore, will not remain in effect for prospective gas days. To the extent a Shipper submits an Intraday Nomination that specifies an effective term of longer than one Day, Sabine shall make the nomination effective only for the first Day of the specified effective period.

Intraday Nominations will be processed according to the following timelines:

c) Quick Response to Nominations

Sabine will send a Quick Response, as defined by NAESB WGQ, to the Shipper for each nomination received. Such Quick Response will serve only as notification of the receipt and validation of nomination information in accordance with NAESB WGQ Standards, but will not indicate whether the nomination will be confirmed pursuant to Subsection 5.7 or scheduled pursuant to Subsections 6.1 and 6.2 of the General Terms and Conditions.

For the Timely Nomination Cycle, the Quick Response will be sent to the Nominating Party by 12:00 p.m. Central Clock Time on the Day the nomination is received. For the Evening Nomination Cycle, the Quick Response will be sent to the Nominating Party on the Day prior to gas flow. For Intraday Nominations, the Quick Response will be sent to the Nominating Party according to the following schedule: Intraday 1 Nomination Cycle - 10:30 a.m. Central Clock Time on the gas day; Intraday 2 Nomination Cycle - 5:30 p.m. Central Clock Time on the gas day.

d) Notification to Bumped Parties

Sabine will notify individual Shippers of bumped quantities by telephone or telefax in accordance with the timelines for Evening and Intraday 1 Nomination Cycles.

5.7 Confirmation of Nominated Quantities

Nomination made in accordance with this Section 5 of the General Terms and Conditions shall not be effective until Sabine has confirmed the nominated receipt quantities with upstream Operators and the nominated delivery quantities with downstream Operators. Shipper shall advise Sabine of the appropriate contact persons with upstream and downstream Operators who have the authority to verify and confirm nominated gas quantities.

Prior to scheduling nominated quantities for transportation service requested by Shippers, Sabine will contact the appropriate Operators at the designated Receipt and Delivery Points in order to confirm the nominated quantities. For Standard Nominations, Sabine will receive completed confirmations from upstream and downstream Operators by 3:30 p.m. Central Clock Time on the Day prior to flow. For Intraday Nominations, Sabine will receive completed confirmations from upstream and downstream Operators according to the following schedule: Evening Nomination Cycle - 9:00 p.m. Central Clock Time on the Day prior to

flow; Intraday 1 Nomination Cycle - 1:00 p.m. Central Clock Time on the Gas Day; Intraday 2 Nomination Cycle - 8:00 p.m. Central Clock Time on the Gas Day.

Sabine may reject, in whole or in part, any nominated quantities where the daily quantities of gas Shipper desires to be transported, the upstream shipper name(s) and contract number(s), or the downstream shipper name(s) and contract number(s) fail to conform with the information provided by the designated Operators at the Receipt and Delivery Points.

If all information conforms except for the daily quantities of gas Shipper desires to have Sabine receive and/or deliver, Sabine shall confirm and schedule the nomination at the lower of the daily quantities nominated by Shipper to Sabine and the daily quantities the Operators can confirm for scheduling at the designated Receipt and Delivery Points. Shipper shall be responsible for informing its upstream and downstream parties of any differences between confirmed quantities and nominated quantities.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Second Revised Sheet No. 229** Second Revised Sheet No. 229  
Superseding: First Revised Sheet No. 229

FT-1 RATE SCHEDULE  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for firm transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has sufficient capacity to render the firm transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed;
- c) Any Shipper requesting firm transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that the requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes a Firm Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be firm and shall be allocated and scheduled pursuant to Section 6 of the General Terms and Conditions.  
Transportation service shall be subject to the provisions of an executed Firm Service Agreement or Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity, and to the General Terms and Conditions incorporated herein by reference.
- b) Transportation capacity reserved under this rate schedule may be segmented to the extent that the capacity included within a mainline segment does not exceed the Daily Maximum Reservation Quantity specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, and capacity is available at the Receipt Point(s) and Delivery Point(s) designated for a segment.

A Shipper, or a releasing Shipper and a replacement Shipper, may make segmented transactions consisting of a forwardhaul up to its Daily Maximum Reservation Quantity and a backhaul up to its Maximum Daily Reservation Quantity to the same Delivery Point at the same time, provided that sufficient capacity is available at the Delivery Point.

For purposes of segmentation, all Receipt and Delivery Points within Sabine's Henry Hub Complex will be considered one point. For purposes of this Section, Sabine's Henry Hub Complex consists of those facilities located at the eastern terminus of Sabine's mainline in Vermilion Parish, Louisiana, commonly referred to as the Henry Hub.

- c) Transportation service hereunder shall consist of the acceptance

by Sabine of gas tendered for the account of Shipper for transportation from the Primary Receipt Point(s) specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, or Alternate  
IT-1 RATE SCHEDULE  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for interruptible transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has available capacity to render the interruptible transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the interruptible transportation service has been completed;
- c) Any Shipper requesting interruptible transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes an Interruptible Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be interruptible, subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Sabine's firm Shippers. Interruption of service and allocation and scheduling of available interruptible capacity shall be in accordance with Section 6 of the General Terms and Conditions.

Transportation service shall be subject to the provisions of an executed Interruptible Service Agreement.

- b) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation from any Receipt Point(s), the transportation of that gas through Sabine's System, and the delivery of that gas, after making adjustments for the applicable Fuel Gas and Unaccounted For Gas reimbursement and other appropriate reductions, for the account of Shipper at any Delivery Point(s).
- c) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, specified in an executed Interruptible Service Agreement and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, so specified.

3. RATES AND CHARGES

The applicable charges for transportation services provided under this Rate Schedule are set forth in the currently effective Sheet No. 20 of this FERC Gas Tariff except when Negotiated Rates are agreed upon pursuant to Section 26 of the General Terms and Conditions of this FERC

Gas Tariff. For all transportation service rendered under this Rate Schedule, Shipper shall pay Sabine each month the sum of the Usage Charge, ACA Charge, Fuel Gas and Unaccounted For Gas reimbursement, and any other charges, as authorized under the provisions of this FERC Gas Tariff, as follows:

- a) Usage Charge - An amount determined as the product of:
- i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and

1.155 Heating Value  
The number of British thermal units produced by complete combustion at constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60(F), and under a pressure equivalent to that of thirty inches of mercury (30" Hg) at thirty-two degrees Fahrenheit (32(F), and under gravitational force acceleration (980.665 cm. per sec. per sec.), with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, when the water formed by combustion is condensed to the liquid state, and corrected for any water vapor in excess of seven pounds per million cubic feet of gas (7 lbs/MMcf). Heating value determined by calculation from composition analysis according to GPA Publication 2172-84, as amended or revised, shall be converted to figures that reflect the actual condition of the gas on receipt or delivery and adjusted for temperature, pressure, water content or compressibility.

-I-

1.157 In-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction in the same direction as the nominating party's current Transportation Path.

1.158 In-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has both a receipt point and a delivery point within the nominating party's current Transportation Path.

1.160 Informational Postings (NAESB WGQ 4.2.1)  
The term that identifies common information, as specified in WGQ Standard 4.3.23.

1.165 Interactive Flat File (NAESB WGQ 4.2.19)  
The term used within NAESB WGQ FF/EDM to describe the transfer of flat files using an interactive browser.

1.170 Intra-day Nomination (NAESB WGQ 1.2.4)  
A nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas Day and runs through the end of that gas Day. An Intraday Nomination will span one Day only.

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1.175 Matrix (NAESB WGQ 4.2.17)  
The term used to describe the portion of the Content Area of the browser display on the Customer Activities Web sites used to display selected data entered on the Form and, when appropriate, for data entry. The Matrix should be either the lower portion of the Content Area (that area below the Form) or, alternatively, a single page linked to the Form.

1.180 Maximum Daily Reservation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Exhibit B of an executed Firm Service Agreement between Shipper and Sabine, exclusive of the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities.

1.185 Maximum Daily Transportation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Article II of an executed Interruptible Service Agreement between Shipper and Sabine, exclusive of the Fuel Gas and Unaccounted For Gas reimbursement quantities.

1.190 Month  
The period beginning on the first Day of a calendar month and ending on the first Day of the succeeding calendar month.

1.192 Monthly Allocation (NAESB WGQ 2.2.4)  
The term used to describe the process where the Allocating Party performs the allocation process at the end of the monthly flow period.

-O-

1.230 Operational Balancing Agreement (OBA) (NAESB WGQ 2.2.1)  
A contract between two parties which specifies the procedures to manage operating variances at an interconnect.

1.235 Operational Flow Order (NAESB WGQ 1.2.6)  
An order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Sabine's system or to maintain operations required to provide efficient and reliable firm service. Whenever Sabine experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

1.240 Operational Impact Area (NAESB WGQ 2.2.2)  
The term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.

1.245 Operator  
Any individual, firm, or corporation, or its agent, assignee, or legal representative, that owns natural gas production, or owns and/or operates gas production, processing or upstream or downstream pipeline facilities, which are directly connected to Sabine's System, and who is responsible for the confirmation, scheduling, receipt or delivery, and the allocation of gas through such interconnecting facility.

1.247 Out-of-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction opposite of the nominating party's current Transportation Path direction.

1.248 Out-of-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has either a Receipt Point or a Delivery Point, or both, outside the nominating party's current Transportation Path.

-T-

1.320 Third Party Account Administrator (NAESB WGQ 1.2.17)  
A Title Transfer Tracking Service Provider other than Sabine.

1.325 Title (NAESB WGQ 1.2.13)  
The term used to identify the ownership of gas.

1.330 Title Transfer (NAESB WGQ 1.2.14)  
The change of title to gas between parties at a location.

1.335 Title Transfer Nomination (NAESB WGQ 1.2.19)  
A nomination line item requesting the service of Title Transfer Tracking and is sent by an Account Holder to a Title Transfer Tracking Service Provider.

1.340 Title Transfer Tracking (NAESB WGQ 1.2.15)  
The process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

1.345 Title Transfer Tracking Service Provider (NAESB WGQ 1.2.16)  
A party conducting the title transfer tracking activity.

1.350 Transportation  
Storage, exchange, backhaul, displacement or other methods of transportation.

1.351 Transportation Path  
The pipeline path and flow direction from and including the farthest

Receipt Point to and including the farthest Delivery Point as stated in the Exhibits A and B, respectively, for each executed Firm Service Agreement contracted on Sabine's system.

- 1.352 Transportation Service  
The receipt of Shipper's gas by Sabine at Receipt Point(s) and the delivery of thermally equivalent quantities by Sabine to Shipper or for Shipper's account, less the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, at Delivery Point(s).

-U-

- 1.355 Unaccounted For Gas  
The difference, other than Fuel Gas, between the sum of all receipts of gas into Sabine's System and the sum of all deliveries of gas out of Sabine's System including gas for company use, leakage or other actual losses, discrepancies due to meter inaccuracies, variations of temperature, pressure and composition, and other variants.

2. OPERATING PROVISIONS FOR FIRM SERVICE

2.1 Availability of Firm Service

Firm service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a superior claim by another Shipper. Existing uncommitted firm capacity will be posted on Sabine's Internet web site (web site) and will be made available in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions. In the event new capacity becomes available due to the construction or acquisition of facilities or the expansion of existing facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its web site and shall provide an open season, with a minimum duration of ten (10) days, during which potential Shippers may submit initial requests for firm service in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions.

2.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms and Conditions. In general, Receipt Point and Delivery Point priority for firm service is as follows:

a) Receipt Point Priority

The receipt of gas for firm transportation services shall be:

- i) on a firm basis from the Primary Receipt Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis from the In-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points for all firm transportation services and a priority superior to the receipt of gas from Out-of-Path Alternate Receipt Point(s) and interruptible transportation services; and
- iii) on a firm basis from the Out-of-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points and In-Path Alternate Receipt Points for firm transportation services and a priority superior to the receipt of gas for interruptible transportation services.

b) Delivery Point Priority

The delivery of gas for firm transportation services shall be:

- i) on a firm basis to the Primary Delivery Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis to the In-Path Alternate Delivery Point(s)

as nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points for all firm transportation services and a priority superior to the delivery of gas to Out-of-Path Alternate Delivery Point(s) and interruptible transportation services; and

- iii) on a firm basis to the Out-of-Path Alternate Delivery Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points and In-Path Alternate Delivery Points for firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

Alternate Receipt or Delivery Points which a firm Shipper may request to utilize, as long as the sum of Shipper's primary and temporarily reserved Alternate Receipt or Delivery Points does not exceed Shipper's Maximum Daily Reservation Quantity. Any discounted Reservation Rate for firm transportation service between Primary Receipt and Delivery Points will not automatically transfer to service using Alternate Receipt or Delivery Points, unless Sabine directs Shipper to use an alternate point for operational reasons pursuant to Section 6.7 of the General Terms and Conditions. Sabine's Discount Retention Policy is defined in Section 9.8 of the General Terms and Conditions.

## 2.6 Request Invalidation

Requests for firm service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than three (3) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine, unless additional facilities are required to provide the firm service. Sabine will accept requests for firm service if service is requested to commence within one (1) month of the completion of construction, modification, expansion or acquisition of facilities necessary to provide the requested service. Requests for firm service which cannot be accepted due to insufficient capacity shall not be of a continuing nature and shall be deemed a nullity for all present and future purposes.

## 2.7 Requests For Operating Data

Upon request by Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Primary Receipt Point and Primary Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

## 3. OPERATING PROVISIONS FOR INTERRUPTIBLE SERVICE

### 3.1 Availability of Interruptible Service

Interruptible service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a prior claim by another Shipper or another class of service under a pre-existing agreement or certificate.

### 3.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms of Conditions. In general, interruptible transportation services shall be subject to and subordinate to firm transportation services provided by Sabine.

### 3.3 Shipper Requests for Interruptible Service

Requests for interruptible service hereunder shall be made by providing the specific information in, and in the form prescribed by, Section 4 of the General Terms and Conditions. Request for Service forms shall be submitted to Sabine, Attention: Contract Administration. Request for Service forms will be supplied to any potential Shipper upon request, and are available at Sabine's corporate office during normal business hours or are available electronically by following the procedures in

Section 15 of the General Terms and Conditions.

3.4 Request Invalidation

Requests for interruptible service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than six (6) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine.

3.5 Requests For Operating Data

Upon request of Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Receipt Point and Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

3.6 Receipt and Delivery Points

Each Receipt Point and each Delivery Point on Sabine's System is available for interruptible transportation service subject to the allocation of capacity at such points first to firm transportation service and second to interruptible transportation service with a higher priority in accordance with Section 6 of the General Terms and Conditions. Subject to the availability of capacity, a Shipper may utilize, on an interruptible basis, any Receipt or Delivery Point up to the lesser of the daily transportation quantities at each Receipt or Delivery Point or the Maximum Daily Transportation Quantity set forth in its Interruptible Service Agreement with Sabine.

3.7 Interruption of Service

Sabine retains all rights at any and all times during the term of an executed Interruptible Service Agreement to decrease or temporarily suspend receipt and/or delivery of gas if such capacity is required to render service of a higher priority. If Sabine exercises such rights, Shipper shall hold Sabine harmless from any loss, claim, damage or expense that such Shipper or other party may incur by reason of such decrease or suspension.

RECEIPT/DELIVERY POINTS (Firm Transportation Service only)

12. Receipt Point(s): Maximum Daily Quantity  
Dt

13. Delivery Point(s): Maximum Daily Quantity  
Dt

"ON BEHALF OF" ENTITY INFORMATION

14. Service pursuant to Section 311(a) of the NGPA will be "On Behalf Of"  
(Legal name) , which is an:

LDC Intrastate

15. The named "On Behalf Of" entity will:

\_\_\_\_\_ have physical custody of and transport the gas

\_\_\_\_\_ hold title to the gas

Sabine must receive a written acknowledgment from each "on behalf of" entity confirming that it is a local distribution company or an intrastate pipeline, as defined in the NGPA, and that it will either have physical custody of and transport the gas or hold title to the gas.

b) Intraday nominations

A Shipper may submit and Sabine will accept Intraday Nominations provided such nominations are within Shipper's total MDQ and can be confirmed. Intraday Nominations may be used to start service, to request increases or decreases in nominated quantities, to nominate new supply or market, or to reflect changes in the specified receipt and delivery points.

Intraday Nominations received by 6:15 p.m. Central Clock Time the Day before the effective date of the requested service will be scheduled in accordance with Section 6 of the General Terms and Conditions, and will be effective at the start of the requested service date.

Intraday Nominations will be effective only for a single gas day, and, therefore, will not remain in effect for prospective gas days. To the extent a Shipper submits an Intraday Nomination that specifies an effective term of longer than one Day, Sabine shall make the nomination effective only for the first Day of the specified effective period.

Intraday Nominations will be processed according to the following timelines:

c) Quick Response to Nominations

Sabine will send a Quick Response, as defined by NAESB WGQ, to the Shipper for each nomination received. Such Quick Response will serve only as notification of the receipt and validation of nomination information in accordance with NAESB WGQ Standards, but will not indicate whether the nomination will be confirmed pursuant to Subsection 5.7 or scheduled pursuant to Subsections 6.1 and 6.2 of the General Terms and Conditions.

For the Timely Nomination Cycle, the Quick Response will be sent to the Nominating Party by 12:00 p.m. Central Clock Time on the Day the nomination is received. For the Evening Nomination Cycle, the Quick Response will be sent to the Nominating Party on the Day prior to gas flow. For Intraday Nominations, the Quick Response will be sent to the Nominating Party according to the following schedule: Intraday 1 Nomination Cycle - 10:30 a.m. Central Clock Time on the gas day; Intraday 2 Nomination Cycle - 5:30 p.m. Central Clock Time on the gas day.

d) Notification to Bumped Parties

Sabine will notify individual Shippers of bumped quantities by telephone or telefax in accordance with the timelines for Evening and Intraday 1 Nomination Cycles.

5.7 Confirmation of Nominated Quantities

Nomination made in accordance with this Section 5 of the General Terms and Conditions shall not be effective until Sabine has confirmed the nominated receipt quantities with upstream Operators and the nominated delivery quantities with downstream Operators. Shipper shall advise Sabine of the appropriate contact persons with upstream and downstream Operators who have the authority to verify and confirm nominated gas quantities.

Prior to scheduling nominated quantities for transportation service requested by Shippers, Sabine will contact the appropriate Operators at the designated Receipt and Delivery Points in order to confirm the nominated quantities. For Standard Nominations, Sabine will receive completed confirmations from upstream and downstream Operators by 3:30 p.m. Central Clock Time on the Day prior to flow. For Intraday Nominations, Sabine will receive completed confirmations from upstream and downstream Operators according to the following schedule: Evening

Nomination Cycle - 9:00 p.m. Central Clock Time on the Day prior to flow; Intraday 1 Nomination Cycle - 1:00 p.m. Central Clock Time on the Gas Day; Intraday 2 Nomination Cycle - 8:00 p.m. Central Clock Time on the Gas Day.

Sabine may reject, in whole or in part, any nominated quantities where the daily quantities of gas Shipper desires to be transported, the upstream shipper name(s) and contract number(s), or the downstream shipper name(s) and contract number(s) fail to conform with the information provided by the designated Operators at the Receipt and Delivery Points.

If all information conforms except for the daily quantities of gas Shipper desires to have Sabine receive and/or deliver, Sabine shall confirm and schedule the nomination at the lower of the daily quantities nominated by Shipper to Sabine and the daily quantities the Operators can confirm for scheduling at the designated Receipt and Delivery Points. Shipper shall be responsible for informing its upstream and downstream parties of any differences between confirmed quantities and nominated quantities.

#### 6. SCHEDULING AND CURTAILMENT

The term "scheduling" refers to the allocation of Available Capacity on Sabine's System during each nomination cycle. Promptly following the nomination deadline for each cycle, Sabine shall evaluate all timely nominations for the cycle in light of prevailing operating conditions, planned or unplanned maintenance or repairs, and similar conditions. Sabine shall then schedule transportation service to the extent capacity is available, allocating capacity, if necessary, pursuant to this Section.

At each scheduling priority, if sufficient capacity isn't available, nominations shall be scheduled pro rata based on confirmed nomination quantities.

When resolving constraints, Sabine shall evaluate and schedule constrained Delivery Points first, followed by constrained Receipt Points, and finally constrained pipeline sections.

##### 6.1 Scheduling of Point Capacity

Point capacity shall be scheduled in the following priority order (from highest to lowest):

- a) Nominations with a flow direction opposite of the physical flow direction at a point shall be scheduled first since this nominations potentially create capacity at the point.
- b) Nominations for firm transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

- i) Primary Receipt/Delivery Point
- ii) In-Path Alternate Receipt/Delivery Point
- iii) Out-of-Path Alternate Receipt/Delivery Point

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Third Revised Sheet No. 229A**

Third Revised Sheet No. 229A Superseding: Second Revised Sheet No. 229A

c) Nominations for interruptible transportation service. Sabine shall further prioritize nominations within this scheduling class as follows: i) Maximum Rate  
After Sabine schedules firm transportation service pursuant to Subsection 6.1 b), any remaining capacity shall be scheduled to interruptible transportation service at maximum rate. Interruptible Shippers paying a Negotiated Rate that is higher than the maximum tariff rate for interruptible service, as set forth on the currently effective Sheet No. 20 of this FERC Gas Tariff, shall be afforded the same priority as if the service was at maximum rate. ii) Less Than Maximum Rate  
After Sabine schedules interruptible transportation service pursuant to Subsection 6.1 c) i), any remaining capacity shall be scheduled to interruptible transportation service at less than maximum rate. Such capacity shall be scheduled first to Shipper(s) paying the highest percentage of maximum rate, then to Shipper(s) paying the next highest percentage of maximum rate. Sabine shall continue this process until all capacity at the point is scheduled.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**First Revised Sheet No. 230** First Revised Sheet No. 230 Superseding: Original Sheet No. 2306.2  
Scheduling of Pipeline Section Capacity Pipeline section capacity shall be scheduled in the following priority order (from highest to lowest): a) Nominations with a flow direction opposite of the physical flow direction in the pipeline section shall be scheduled first since these nominations potentially create capacity in the pipeline section. b) Nominations for firm transportation service. Sabine shall further prioritize nominations within this scheduling class as follows: i) In-Path, In-Direction ii) In-Path, Out-of-Direction iii) Out-of-Path c) Nominations for interruptible transportation service. Sabine shall further prioritize nominations within this scheduling class as follows: i) Maximum Rate After Sabine schedules firm transportation service pursuant to Subsection 6.2 b), any remaining capacity shall be scheduled to interruptible transportation service at maximum rate. Interruptible Shippers paying a Negotiated Rate that if higher than the maximum tariff rate for interruptible service, as set forth on the currently effective Sheet No. 20 of this FERC Gas Tariff, shall be afforded the same priority as if the service was at maximum rate.

FT-1 RATE SCHEDULE  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for firm transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has sufficient capacity to render the firm transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed;
- c) Any Shipper requesting firm transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that the requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes a Firm Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be firm and shall be allocated and scheduled pursuant to Section 6 of the General Terms and Conditions.  
Transportation service shall be subject to the provisions of an executed Firm Service Agreement or Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity, and to the General Terms and Conditions incorporated herein by reference.

- b) Transportation capacity reserved under this rate schedule may be segmented to the extent that the capacity included within a mainline segment does not exceed the Daily Maximum Reservation Quantity specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, and capacity is available at the Receipt Point(s) and Delivery Point(s) designated for a segment.

A Shipper, or a releasing Shipper and a replacement Shipper, may make segmented transactions consisting of a forwardhaul up to its Daily Maximum Reservation Quantity and a backhaul up to its Maximum Daily Reservation Quantity to the same Delivery Point at the same time, provided that sufficient capacity is available at the Delivery Point.

For purposes of segmentation, all Receipt and Delivery Points within Sabine's Henry Hub Complex will be considered one point. For purposes of this Section, Sabine's Henry Hub Complex consists of those facilities located at the eastern terminus of Sabine's mainline in Vermilion Parish, Louisiana, commonly referred to as the Henry Hub.

- c) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for

transportation from the Primary Receipt Point(s) specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, or Alternate

IT-1 RATE SCHEDULE  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for interruptible transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has available capacity to render the interruptible transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the interruptible transportation service has been completed;
- c) Any Shipper requesting interruptible transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes an Interruptible Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be interruptible, subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Sabine's firm Shippers. Interruption of service and allocation and scheduling of available interruptible capacity shall be in accordance with Section 6 of the General Terms and Conditions.

Transportation service shall be subject to the provisions of an executed Interruptible Service Agreement.

- b) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation from any Receipt Point(s), the transportation of that gas through Sabine's System, and the delivery of that gas, after making adjustments for the applicable Fuel Gas and Unaccounted For Gas reimbursement and other appropriate reductions, for the account of Shipper at any Delivery Point(s).
- c) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, specified in an executed Interruptible Service Agreement and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, so specified.

3. RATES AND CHARGES

The applicable charges for transportation services provided under this Rate Schedule are set forth in the currently effective Sheet No. 20 of this FERC Gas Tariff except when Negotiated Rates are agreed upon pursuant to Section 26 of the General Terms and Conditions of this FERC Gas Tariff. For all transportation service rendered under this Rate

Schedule, Shipper shall pay Sabine each month the sum of the Usage Charge, ACA Charge, Fuel Gas and Unaccounted For Gas reimbursement, and any other charges, as authorized under the provisions of this FERC Gas Tariff, as follows:

a) Usage Charge - An amount determined as the product of:

- i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and
- 1.155 Heating Value  
The number of British thermal units produced by complete combustion at constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60(F), and under a pressure equivalent to that of thirty inches of mercury (30" Hg) at thirty-two degrees Fahrenheit (32(F), and under gravitational force acceleration (980.665 cm. per sec. per sec.), with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, when the water formed by combustion is condensed to the liquid state, and corrected for any water vapor in excess of seven pounds per million cubic feet of gas (7 lbs/MMcf). Heating value determined by calculation from composition analysis according to GPA Publication 2172-84, as amended or revised, shall be converted to figures that reflect the actual condition of the gas on receipt or delivery and adjusted for temperature, pressure, water content or compressibility.

-I-

- 1.157 In-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction in the same direction as the nominating party's current Transportation Path.
- 1.158 In-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has both a receipt point and a delivery point within the nominating party's current Transportation Path.
- 1.160 Informational Postings (NAESB WGQ 4.2.1)  
The term that identifies common information, as specified in WGQ Standard 4.3.23.
- 1.165 Interactive Flat File (NAESB WGQ 4.2.19)  
The term used within NAESB WGQ FF/EDM to describe the transfer of flat files using an interactive browser.
- 1.170 Intra-day Nomination (NAESB WGQ 1.2.4)  
A nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas Day and runs through the end of that gas Day. An Intraday Nomination will span one Day only.

-M-

- 1.175 Matrix (NAESB WGQ 4.2.17)  
The term used to describe the portion of the Content Area of the browser display on the Customer Activities Web sites used to display selected data entered on the Form and, when appropriate, for data entry. The Matrix should be either the lower portion of the Content Area (that area below the Form) or, alternatively, a single page linked to the Form.
- 1.180 Maximum Daily Reservation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Exhibit B of an executed Firm Service Agreement between Shipper and Sabine, exclusive of the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities.
- 1.185 Maximum Daily Transportation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Article II of an executed Interruptible Service Agreement between Shipper and Sabine, exclusive of the Fuel Gas and Unaccounted For Gas reimbursement quantities.

- 1.190 Month  
The period beginning on the first Day of a calendar month and ending on the first Day of the succeeding calendar month.
- 1.192 Monthly Allocation (NAESB WGQ 2.2.4)  
The term used to describe the process where the Allocating Party performs the allocation process at the end of the monthly flow period.
- O-
- 1.230 Operational Balancing Agreement (OBA) (NAESB WGQ 2.2.1)  
A contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 1.235 Operational Flow Order (NAESB WGQ 1.2.6)  
An order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Sabine's system or to maintain operations required to provide efficient and reliable firm service. Whenever Sabine experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.
- 1.240 Operational Impact Area (NAESB WGQ 2.2.2)  
The term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.
- 1.245 Operator  
Any individual, firm, or corporation, or its agent, assignee, or legal representative, that owns natural gas production, or owns and/or operates gas production, processing or upstream or downstream pipeline facilities, which are directly connected to Sabine's System, and who is responsible for the confirmation, scheduling, receipt or delivery, and the allocation of gas through such interconnecting facility.
- 1.247 Out-of-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction opposite of the nominating party's current Transportation Path direction.
- 1.248 Out-of-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has either a Receipt Point or a Delivery Point, or both, outside the nominating party's current Transportation Path.
- T-
- 1.320 Third Party Account Administrator (NAESB WGQ 1.2.17)  
A Title Transfer Tracking Service Provider other than Sabine.
- 1.325 Title (NAESB WGQ 1.2.13)  
The term used to identify the ownership of gas.
- 1.330 Title Transfer (NAESB WGQ 1.2.14)  
The change of title to gas between parties at a location.
- 1.335 Title Transfer Nomination (NAESB WGQ 1.2.19)  
A nomination line item requesting the service of Title Transfer Tracking and is sent by an Account Holder to a Title Transfer Tracking Service Provider.
- 1.340 Title Transfer Tracking (NAESB WGQ 1.2.15)  
The process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.
- 1.345 Title Transfer Tracking Service Provider (NAESB WGQ 1.2.16)  
A party conducting the title transfer tracking activity.
- 1.350 Transportation  
Storage, exchange, backhaul, displacement or other methods of transportation.
- 1.351 Transportation Path  
The pipeline path and flow direction from and including the farthest Receipt Point to and including the farthest Delivery Point as stated

in the Exhibits A and B, respectively, for each executed Firm Service Agreement contracted on Sabine's system.

- 1.352 Transportation Service  
The receipt of Shipper's gas by Sabine at Receipt Point(s) and the delivery of thermally equivalent quantities by Sabine to Shipper or for Shipper's account, less the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, at Delivery Point(s).

-U-

- 1.355 Unaccounted For Gas  
The difference, other than Fuel Gas, between the sum of all receipts of gas into Sabine's System and the sum of all deliveries of gas out of Sabine's System including gas for company use, leakage or other actual losses, discrepancies due to meter inaccuracies, variations of temperature, pressure and composition, and other variants.

2. OPERATING PROVISIONS FOR FIRM SERVICE

2.1 Availability of Firm Service

Firm service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a superior claim by another Shipper. Existing uncommitted firm capacity will be posted on Sabine's Internet web site (web site) and will be made available in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions. In the event new capacity becomes available due to the construction or acquisition of facilities or the expansion of existing facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its web site and shall provide an open season, with a minimum duration of ten (10) days, during which potential Shippers may submit initial requests for firm service in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions.

2.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms and Conditions. In general, Receipt Point and Delivery Point priority for firm service is as follows:

a) Receipt Point Priority

The receipt of gas for firm transportation services shall be:

- i) on a firm basis from the Primary Receipt Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis from the In-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points for all firm transportation services and a priority superior to the receipt of gas from Out-of-Path Alternate Receipt Point(s) and interruptible transportation services; and
- iii) on a firm basis from the Out-of-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points and In-Path Alternate Receipt Points for firm transportation services and a priority superior to the receipt of gas for interruptible transportation services.

b) Delivery Point Priority

The delivery of gas for firm transportation services shall be:

- i) on a firm basis to the Primary Delivery Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis to the In-Path Alternate Delivery Point(s) as nominated by Shipper, subject to the availability of

capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points for all firm transportation services and a priority superior to the delivery of gas to Out-of-Path Alternate Delivery Point(s) and interruptible transportation services; and

- iii) on a firm basis to the Out-of-Path Alternate Delivery Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points and In-Path Alternate Delivery Points for firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

Alternate Receipt or Delivery Points which a firm Shipper may request to utilize, as long as the sum of Shipper's primary and temporarily reserved Alternate Receipt or Delivery Points does not exceed Shipper's Maximum Daily Reservation Quantity. Any discounted Reservation Rate for firm transportation service between Primary Receipt and Delivery Points will not automatically transfer to service using Alternate Receipt or Delivery Points, unless Sabine directs Shipper to use an alternate point for operational reasons pursuant to Section 6.7 of the General Terms and Conditions. Sabine's Discount Retention Policy is defined in Section 9.8 of the General Terms and Conditions.

## 2.6 Request Invalidation

Requests for firm service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than three (3) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine, unless additional facilities are required to provide the firm service. Sabine will accept requests for firm service if service is requested to commence within one (1) month of the completion of construction, modification, expansion or acquisition of facilities necessary to provide the requested service. Requests for firm service which cannot be accepted due to insufficient capacity shall not be of a continuing nature and shall be deemed a nullity for all present and future purposes.

## 2.7 Requests For Operating Data

Upon request by Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Primary Receipt Point and Primary Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

## 3. OPERATING PROVISIONS FOR INTERRUPTIBLE SERVICE

### 3.1 Availability of Interruptible Service

Interruptible service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a prior claim by another Shipper or another class of service under a pre-existing agreement or certificate.

### 3.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms of Conditions. In general, interruptible transportation services shall be subject to and subordinate to firm transportation services provided by Sabine.

### 3.3 Shipper Requests for Interruptible Service

Requests for interruptible service hereunder shall be made by providing the specific information in, and in the form prescribed by, Section 4 of the General Terms and Conditions. Request for Service forms shall be submitted to Sabine, Attention: Contract Administration. Request for Service forms will be supplied to any potential Shipper upon request, and are available at Sabine's corporate office during normal business hours or are available electronically by following the procedures in Section 15 of the General Terms and Conditions.

3.4 Request Invalidation

Requests for interruptible service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than six (6) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine.

3.5 Requests For Operating Data

Upon request of Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Receipt Point and Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

3.6 Receipt and Delivery Points

Each Receipt Point and each Delivery Point on Sabine's System is available for interruptible transportation service subject to the allocation of capacity at such points first to firm transportation service and second to interruptible transportation service with a higher priority in accordance with Section 6 of the General Terms and Conditions. Subject to the availability of capacity, a Shipper may utilize, on an interruptible basis, any Receipt or Delivery Point up to the lesser of the daily transportation quantities at each Receipt or Delivery Point or the Maximum Daily Transportation Quantity set forth in its Interruptible Service Agreement with Sabine.

3.7 Interruption of Service

Sabine retains all rights at any and all times during the term of an executed Interruptible Service Agreement to decrease or temporarily suspend receipt and/or delivery of gas if such capacity is required to render service of a higher priority. If Sabine exercises such rights, Shipper shall hold Sabine harmless from any loss, claim, damage or expense that such Shipper or other party may incur by reason of such decrease or suspension.

RECEIPT/DELIVERY POINTS (Firm Transportation Service only)

12. Receipt Point(s): Maximum Daily Quantity Dt

13. Delivery Point(s): Maximum Daily Quantity Dt

"ON BEHALF OF" ENTITY INFORMATION

14. Service pursuant to Section 311(a) of the NGPA will be "On Behalf Of" (Legal name), which is an:

LDC Intrastate

15. The named "On Behalf Of" entity will:

\_\_\_\_\_ have physical custody of and transport the gas

\_\_\_\_\_ hold title to the gas

Sabine must receive a written acknowledgment from each "on behalf of" entity confirming that it is a local distribution company or an intrastate pipeline, as defined in the NGPA, and that it will either have physical custody of and transport the gas or hold title to the gas.

b) Intraday nominations

A Shipper may submit and Sabine will accept Intraday Nominations provided such nominations are within Shipper's total MDQ and can be confirmed. Intraday Nominations may be used to start service, to request increases or decreases in nominated quantities, to nominate new supply or market, or to reflect changes in the specified receipt and delivery points.

Intraday Nominations received by 6:15 p.m. Central Clock Time the Day before the effective date of the requested service will be scheduled in accordance with Section 6 of the General Terms and Conditions, and will be effective at the start of the requested service date.

Intraday Nominations will be effective only for a single gas day, and, therefore, will not remain in effect for prospective gas days. To the extent a Shipper submits an Intraday Nomination that specifies an effective term of longer than one Day, Sabine shall make the nomination effective only for the first Day of the specified effective period.

Intraday Nominations will be processed according to the following timelines:

c) Quick Response to Nominations

Sabine will send a Quick Response, as defined by NAESB WGQ, to the Shipper for each nomination received. Such Quick Response will serve only as notification of the receipt and validation of nomination information in accordance with NAESB WGQ Standards, but will not indicate whether the nomination will be confirmed pursuant to Subsection 5.7 or scheduled pursuant to Subsections 6.1 and 6.2 of the General Terms and Conditions.

For the Timely Nomination Cycle, the Quick Response will be sent to the Nominating Party by 12:00 p.m. Central Clock Time on the Day the nomination is received. For the Evening Nomination Cycle, the Quick Response will be sent to the Nominating Party on the Day prior to gas flow. For Intraday Nominations, the Quick Response will be sent to the Nominating Party according to the following schedule: Intraday 1 Nomination Cycle - 10:30 a.m. Central Clock Time on the gas day; Intraday 2 Nomination Cycle - 5:30 p.m. Central Clock Time on the gas day.

d) Notification to Bumped Parties

Sabine will notify individual Shippers of bumped quantities by telephone or telefax in accordance with the timelines for Evening and Intraday 1 Nomination Cycles.

5.7 Confirmation of Nominated Quantities

Nomination made in accordance with this Section 5 of the General Terms and Conditions shall not be effective until Sabine has confirmed the nominated receipt quantities with upstream Operators and the nominated delivery quantities with downstream Operators. Shipper shall advise Sabine of the appropriate contact persons with upstream and downstream Operators who have the authority to verify and confirm nominated gas quantities.

Prior to scheduling nominated quantities for transportation service requested by Shippers, Sabine will contact the appropriate Operators at the designated Receipt and Delivery Points in order to confirm the nominated quantities. For Standard Nominations, Sabine will receive completed confirmations from upstream and downstream Operators by 3:30 p.m. Central Clock Time on the Day prior to flow. For Intraday Nominations, Sabine will receive completed confirmations from upstream and downstream Operators according to the following schedule: Evening Nomination Cycle - 9:00 p.m. Central Clock Time on the Day prior to

flow; Intraday 1 Nomination Cycle - 1:00 p.m. Central Clock Time on the Gas Day; Intraday 2 Nomination Cycle - 8:00 p.m. Central Clock Time on the Gas Day.

Sabine may reject, in whole or in part, any nominated quantities where the daily quantities of gas Shipper desires to be transported, the upstream shipper name(s) and contract number(s), or the downstream shipper name(s) and contract number(s) fail to conform with the information provided by the designated Operators at the Receipt and Delivery Points.

If all information conforms except for the daily quantities of gas Shipper desires to have Sabine receive and/or deliver, Sabine shall confirm and schedule the nomination at the lower of the daily quantities nominated by Shipper to Sabine and the daily quantities the Operators can confirm for scheduling at the designated Receipt and Delivery Points. Shipper shall be responsible for informing its upstream and downstream parties of any differences between confirmed quantities and nominated quantities.

#### 6. SCHEDULING AND CURTAILMENT

The term "scheduling" refers to the allocation of Available Capacity on Sabine's System during each nomination cycle. Promptly following the nomination deadline for each cycle, Sabine shall evaluate all timely nominations for the cycle in light of prevailing operating conditions, planned or unplanned maintenance or repairs, and similar conditions. Sabine shall then schedule transportation service to the extent capacity is available, allocating capacity, if necessary, pursuant to this Section.

At each scheduling priority, if sufficient capacity isn't available, nominations shall be scheduled pro rata based on confirmed nomination quantities.

When resolving constraints, Sabine shall evaluate and schedule constrained Delivery Points first, followed by constrained Receipt Points, and finally constrained pipeline sections.

##### 6.1 Scheduling of Point Capacity

Point capacity shall be scheduled in the following priority order (from highest to lowest):

- a) Nominations with a flow direction opposite of the physical flow direction at a point shall be scheduled first since this nominations potentially create capacity at the point.
- b) Nominations for firm transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

- i) Primary Receipt/Delivery Point
  - ii) In-Path Alternate Receipt/Delivery Point
  - iii) Out-of-Path Alternate Receipt/Delivery Point
- c) Nominations for interruptible transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

- i) Maximum Rate

After Sabine schedules firm transportation service pursuant to Subsection 6.1 b), any remaining capacity shall be scheduled to interruptible transportation service at maximum rate. Interruptible Shippers paying a Negotiated Rate that if higher than the maximum tariff rate for interruptible service, as set forth on the currently effective Sheet No. 20 of this FERC Gas Tariff, shall be afforded the same priority as if the service was at maximum rate.

- ii) Less Than Maximum Rate

After Sabine schedules interruptible transportation service

pursuant to Subsection 6.1 c) i), any remaining capacity shall be scheduled to interruptible transportation service at less than maximum rate. Such capacity shall be scheduled first to Shipper(s) paying the highest percentage of maximum rate, then to Shipper(s) paying the next highest percentage of maximum rate. Sabine shall continue this process until all capacity at the point is scheduled.

## 6.2 Scheduling of Pipeline Section Capacity

Pipeline section capacity shall be scheduled in the following priority order (from highest to lowest):

a) Nominations with a flow direction opposite of the physical flow direction in the pipeline section shall be scheduled first since these nominations potentially create capacity in the pipeline section.

b) Nominations for firm transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

- i) In-Path, In-Direction
- ii) In-Path, Out-of-Direction
- iii) Out-of-Path

c) Nominations for interruptible transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

i) Maximum Rate

After Sabine schedules firm transportation service pursuant to Subsection 6.2 b), any remaining capacity shall be scheduled to interruptible transportation service at maximum rate. Interruptible Shippers paying a Negotiated Rate that is higher than the maximum tariff rate for interruptible service, as set forth on the currently effective Sheet No. 20 of this FERC Gas Tariff, shall be afforded the same priority as if the service was at maximum rate.

ii) Less Than Maximum Rate

After Sabine schedules interruptible transportation service pursuant to Subsection 6.1 c) i), any remaining capacity shall be scheduled to interruptible transportation service at less than maximum rate. Such capacity shall be scheduled first to Shipper(s) paying the highest percentage of maximum rate, then to Shipper(s) paying the next highest percentage of maximum rate. Sabine shall continue this process until all capacity at the point is scheduled.

## 6.3 Bump Protection

a) Evening and Intraday 1 Nomination Cycles

Nominations for firm transportation service received in the Evening and/or Intraday 1 Nomination Cycles will not bump previously scheduled and/or flowing nominations for firm transportation service, but may bump previously scheduled and/or flowing nominations for interruptible transportation service.

Nominations for interruptible transportation service received in the Evening and/or Intraday 1 Nomination Cycles will not bump previously scheduled and/or flowing nominations for interruptible transportation service, regardless of the percentage of maximum rate paid for such scheduled and/or flowing nominations for interruptible transportation service.

b) Intraday 2 Nomination Cycle

No bumping will be permitted in the Intraday 2 nomination cycle.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**First Revised Sheet No. 231** First Revised Sheet No. 231  
Superseding: Original Sheet No. 231

FT-1 RATE SCHEDULE  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for firm transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has sufficient capacity to render the firm transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed;
- c) Any Shipper requesting firm transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that the requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes a Firm Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be firm and shall be allocated and scheduled pursuant to Section 6 of the General Terms and Conditions.  
Transportation service shall be subject to the provisions of an executed Firm Service Agreement or Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity, and to the General Terms and Conditions incorporated herein by reference.
- b) Transportation capacity reserved under this rate schedule may be segmented to the extent that the capacity included within a mainline segment does not exceed the Daily Maximum Reservation Quantity specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, and capacity is available at the Receipt Point(s) and Delivery Point(s) designated for a segment.

A Shipper, or a releasing Shipper and a replacement Shipper, may make segmented transactions consisting of a forwardhaul up to its Daily Maximum Reservation Quantity and a backhaul up to its Maximum Daily Reservation Quantity to the same Delivery Point at the same time, provided that sufficient capacity is available at the Delivery Point.

For purposes of segmentation, all Receipt and Delivery Points within Sabine's Henry Hub Complex will be considered one point. For purposes of this Section, Sabine's Henry Hub Complex consists of those facilities located at the eastern terminus of Sabine's mainline in Vermilion Parish, Louisiana, commonly referred to as the Henry Hub.

- c) Transportation service hereunder shall consist of the acceptance

by Sabine of gas tendered for the account of Shipper for transportation from the Primary Receipt Point(s) specified in an executed Firm Service Agreement or a Confirmation Letter issued to a Replacement Shipper, or Alternate  
IT-1 RATE SCHEDULE  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Shipper for interruptible transportation of gas by Sabine Pipe Line LLC (Sabine) under the authority and provisions of Part 284 of the FERC's Regulations, provided that:

- a) Sabine determines that it has available capacity to render the interruptible transportation service and is able to provide said transportation;
- b) Any construction, acquisition, or expansion of facilities necessary to commence and provide the interruptible transportation service has been completed;
- c) Any Shipper requesting interruptible transportation service under Section 311 of the Natural Gas Policy Act (NGPA) has provided written certification including sufficient information to verify that requested service qualifies under Section 311 of the NGPA, and certifications have been received from the qualifying local distribution companies or intrastate pipelines in accordance with Section 4 of the General Terms and Conditions;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions; and
- e) Shipper executes an Interruptible Service Agreement in the form contained in this FERC Gas Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be interruptible, subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Sabine's firm Shippers. Interruption of service and allocation and scheduling of available interruptible capacity shall be in accordance with Section 6 of the General Terms and Conditions.

Transportation service shall be subject to the provisions of an executed Interruptible Service Agreement.

- b) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation from any Receipt Point(s), the transportation of that gas through Sabine's System, and the delivery of that gas, after making adjustments for the applicable Fuel Gas and Unaccounted For Gas reimbursement and other appropriate reductions, for the account of Shipper at any Delivery Point(s).
- c) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, specified in an executed Interruptible Service Agreement and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Transportation Quantity, plus the applicable Fuel Gas and Unaccounted For Gas reimbursement, so specified.

3. RATES AND CHARGES

The applicable charges for transportation services provided under this Rate Schedule are set forth in the currently effective Sheet No. 20 of this FERC Gas Tariff except when Negotiated Rates are agreed upon pursuant to Section 26 of the General Terms and Conditions of this FERC

Gas Tariff. For all transportation service rendered under this Rate Schedule, Shipper shall pay Sabine each month the sum of the Usage Charge, ACA Charge, Fuel Gas and Unaccounted For Gas reimbursement, and any other charges, as authorized under the provisions of this FERC Gas Tariff, as follows:

- a) Usage Charge - An amount determined as the product of:
- i) The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and

1.155 Heating Value  
The number of British thermal units produced by complete combustion at constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60(F), and under a pressure equivalent to that of thirty inches of mercury (30" Hg) at thirty-two degrees Fahrenheit (32(F), and under gravitational force acceleration (980.665 cm. per sec. per sec.), with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, when the water formed by combustion is condensed to the liquid state, and corrected for any water vapor in excess of seven pounds per million cubic feet of gas (7 lbs/MMcf). Heating value determined by calculation from composition analysis according to GPA Publication 2172-84, as amended or revised, shall be converted to figures that reflect the actual condition of the gas on receipt or delivery and adjusted for temperature, pressure, water content or compressibility.

-I-

1.157 In-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction in the same direction as the nominating party's current Transportation Path.

1.158 In-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has both a receipt point and a delivery point within the nominating party's current Transportation Path.

1.160 Informational Postings (NAESB WGQ 4.2.1)  
The term that identifies common information, as specified in WGQ Standard 4.3.23.

1.165 Interactive Flat File (NAESB WGQ 4.2.19)  
The term used within NAESB WGQ FF/EDM to describe the transfer of flat files using an interactive browser.

1.170 Intra-day Nomination (NAESB WGQ 1.2.4)  
A nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas Day and runs through the end of that gas Day. An Intraday Nomination will span one Day only.

-M-

1.175 Matrix (NAESB WGQ 4.2.17)  
The term used to describe the portion of the Content Area of the browser display on the Customer Activities Web sites used to display selected data entered on the Form and, when appropriate, for data entry. The Matrix should be either the lower portion of the Content Area (that area below the Form) or, alternatively, a single page linked to the Form.

1.180 Maximum Daily Reservation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Exhibit B of an executed Firm Service Agreement between Shipper and Sabine, exclusive of the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities.

1.185 Maximum Daily Transportation Quantity  
The maximum quantity of gas which Sabine is obligated to receive and deliver for the account of Shipper as specified in Article II of an executed Interruptible Service Agreement between Shipper and Sabine, exclusive of the Fuel Gas and Unaccounted For Gas reimbursement quantities.

1.190 Month  
The period beginning on the first Day of a calendar month and ending on the first Day of the succeeding calendar month.

1.192 Monthly Allocation (NAESB WGQ 2.2.4)  
The term used to describe the process where the Allocating Party performs the allocation process at the end of the monthly flow period.

-O-

1.230 Operational Balancing Agreement (OBA) (NAESB WGQ 2.2.1)  
A contract between two parties which specifies the procedures to manage operating variances at an interconnect.

1.235 Operational Flow Order (NAESB WGQ 1.2.6)  
An order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Sabine's system or to maintain operations required to provide efficient and reliable firm service. Whenever Sabine experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

1.240 Operational Impact Area (NAESB WGQ 2.2.2)  
The term used to describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect.

1.245 Operator  
Any individual, firm, or corporation, or its agent, assignee, or legal representative, that owns natural gas production, or owns and/or operates gas production, processing or upstream or downstream pipeline facilities, which are directly connected to Sabine's System, and who is responsible for the confirmation, scheduling, receipt or delivery, and the allocation of gas through such interconnecting facility.

1.247 Out-of-Direction  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has a nominated flow direction opposite of the nominating party's current Transportation Path direction.

1.248 Out-of-Path  
Refers to a nomination line item for transportation service under a Firm Service Agreement that has either a Receipt Point or a Delivery Point, or both, outside the nominating party's current Transportation Path.

-T-

1.320 Third Party Account Administrator (NAESB WGQ 1.2.17)  
A Title Transfer Tracking Service Provider other than Sabine.

1.325 Title (NAESB WGQ 1.2.13)  
The term used to identify the ownership of gas.

1.330 Title Transfer (NAESB WGQ 1.2.14)  
The change of title to gas between parties at a location.

1.335 Title Transfer Nomination (NAESB WGQ 1.2.19)  
A nomination line item requesting the service of Title Transfer Tracking and is sent by an Account Holder to a Title Transfer Tracking Service Provider.

1.340 Title Transfer Tracking (NAESB WGQ 1.2.15)  
The process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

1.345 Title Transfer Tracking Service Provider (NAESB WGQ 1.2.16)  
A party conducting the title transfer tracking activity.

1.350 Transportation  
Storage, exchange, backhaul, displacement or other methods of transportation.

1.351 Transportation Path  
The pipeline path and flow direction from and including the farthest

Receipt Point to and including the farthest Delivery Point as stated in the Exhibits A and B, respectively, for each executed Firm Service Agreement contracted on Sabine's system.

- 1.352 Transportation Service  
The receipt of Shipper's gas by Sabine at Receipt Point(s) and the delivery of thermally equivalent quantities by Sabine to Shipper or for Shipper's account, less the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, at Delivery Point(s).

-U-

- 1.355 Unaccounted For Gas  
The difference, other than Fuel Gas, between the sum of all receipts of gas into Sabine's System and the sum of all deliveries of gas out of Sabine's System including gas for company use, leakage or other actual losses, discrepancies due to meter inaccuracies, variations of temperature, pressure and composition, and other variants.

2. OPERATING PROVISIONS FOR FIRM SERVICE

2.1 Availability of Firm Service

Firm service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a superior claim by another Shipper. Existing uncommitted firm capacity will be posted on Sabine's Internet web site (web site) and will be made available in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions. In the event new capacity becomes available due to the construction or acquisition of facilities or the expansion of existing facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its web site and shall provide an open season, with a minimum duration of ten (10) days, during which potential Shippers may submit initial requests for firm service in accordance with the provisions of Subsection 2.3 of the General Terms and Conditions.

2.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms and Conditions. In general, Receipt Point and Delivery Point priority for firm service is as follows:

a) Receipt Point Priority

The receipt of gas for firm transportation services shall be:

- i) on a firm basis from the Primary Receipt Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis from the In-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points for all firm transportation services and a priority superior to the receipt of gas from Out-of-Path Alternate Receipt Point(s) and interruptible transportation services; and
- iii) on a firm basis from the Out-of-Path Alternate Receipt Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the receipt of gas from Primary Receipt Points and In-Path Alternate Receipt Points for firm transportation services and a priority superior to the receipt of gas for interruptible transportation services.

b) Delivery Point Priority

The delivery of gas for firm transportation services shall be:

- i) on a firm basis to the Primary Delivery Point(s) specified in an executed Firm Service Agreement;
- ii) on a firm basis to the In-Path Alternate Delivery Point(s)

as nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points for all firm transportation services and a priority superior to the delivery of gas to Out-of-Path Alternate Delivery Point(s) and interruptible transportation services; and

- iii) on a firm basis to the Out-of-Path Alternate Delivery Point(s) nominated by Shipper, subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points and In-Path Alternate Delivery Points for firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

Alternate Receipt or Delivery Points which a firm Shipper may request to utilize, as long as the sum of Shipper's primary and temporarily reserved Alternate Receipt or Delivery Points does not exceed Shipper's Maximum Daily Reservation Quantity. Any discounted Reservation Rate for firm transportation service between Primary Receipt and Delivery Points will not automatically transfer to service using Alternate Receipt or Delivery Points, unless Sabine directs Shipper to use an alternate point for operational reasons pursuant to Section 6.7 of the General Terms and Conditions. Sabine's Discount Retention Policy is defined in Section 9.8 of the General Terms and Conditions.

## 2.6 Request Invalidation

Requests for firm service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than three (3) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine, unless additional facilities are required to provide the firm service. Sabine will accept requests for firm service if service is requested to commence within one (1) month of the completion of construction, modification, expansion or acquisition of facilities necessary to provide the requested service. Requests for firm service which cannot be accepted due to insufficient capacity shall not be of a continuing nature and shall be deemed a nullity for all present and future purposes.

## 2.7 Requests For Operating Data

Upon request by Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Primary Receipt Point and Primary Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

## 3. OPERATING PROVISIONS FOR INTERRUPTIBLE SERVICE

### 3.1 Availability of Interruptible Service

Interruptible service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a prior claim by another Shipper or another class of service under a pre-existing agreement or certificate.

### 3.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 5, 6 and 19 of the General Terms of Conditions. In general, interruptible transportation services shall be subject to and subordinate to firm transportation services provided by Sabine.

### 3.3 Shipper Requests for Interruptible Service

Requests for interruptible service hereunder shall be made by providing the specific information in, and in the form prescribed by, Section 4 of the General Terms and Conditions. Request for Service forms shall be submitted to Sabine, Attention: Contract Administration. Request for Service forms will be supplied to any potential Shipper upon request, and are available at Sabine's corporate office during normal business hours or are available electronically by following the procedures in

Section 15 of the General Terms and Conditions.

3.4 Request Invalidation

Requests for interruptible service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than six (6) months after the information specified in Section 4 of the General Terms and Conditions is provided to Sabine.

3.5 Requests For Operating Data

Upon request of Sabine, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each Receipt Point and Delivery Point. Sabine shall use such information and operating data to determine its System's available capacity, to evaluate potential System capacity needs, to plan its maintenance and repair operations, and to assure adequate service to its Shippers.

3.6 Receipt and Delivery Points

Each Receipt Point and each Delivery Point on Sabine's System is available for interruptible transportation service subject to the allocation of capacity at such points first to firm transportation service and second to interruptible transportation service with a higher priority in accordance with Section 6 of the General Terms and Conditions. Subject to the availability of capacity, a Shipper may utilize, on an interruptible basis, any Receipt or Delivery Point up to the lesser of the daily transportation quantities at each Receipt or Delivery Point or the Maximum Daily Transportation Quantity set forth in its Interruptible Service Agreement with Sabine.

3.7 Interruption of Service

Sabine retains all rights at any and all times during the term of an executed Interruptible Service Agreement to decrease or temporarily suspend receipt and/or delivery of gas if such capacity is required to render service of a higher priority. If Sabine exercises such rights, Shipper shall hold Sabine harmless from any loss, claim, damage or expense that such Shipper or other party may incur by reason of such decrease or suspension.

RECEIPT/DELIVERY POINTS (Firm Transportation Service only)

12. Receipt Point(s): Maximum Daily Quantity  
Dt

13. Delivery Point(s): Maximum Daily Quantity  
Dt

"ON BEHALF OF" ENTITY INFORMATION

14. Service pursuant to Section 311(a) of the NGPA will be "On Behalf Of"  
(Legal name) , which is an:

LDC Intrastate

15. The named "On Behalf Of" entity will:

\_\_\_\_\_ have physical custody of and transport the gas

\_\_\_\_\_ hold title to the gas

Sabine must receive a written acknowledgment from each "on behalf of" entity confirming that it is a local distribution company or an intrastate pipeline, as defined in the NGPA, and that it will either have physical custody of and transport the gas or hold title to the gas.

b) Intraday nominations

A Shipper may submit and Sabine will accept Intraday Nominations provided such nominations are within Shipper's total MDQ and can be confirmed. Intraday Nominations may be used to start service, to request increases or decreases in nominated quantities, to nominate new supply or market, or to reflect changes in the specified receipt and delivery points.

Intraday Nominations received by 6:15 p.m. Central Clock Time the Day before the effective date of the requested service will be scheduled in accordance with Section 6 of the General Terms and Conditions, and will be effective at the start of the requested service date.

Intraday Nominations will be effective only for a single gas day, and, therefore, will not remain in effect for prospective gas days. To the extent a Shipper submits an Intraday Nomination that specifies an effective term of longer than one Day, Sabine shall make the nomination effective only for the first Day of the specified effective period.

Intraday Nominations will be processed according to the following timelines:

c) Quick Response to Nominations

Sabine will send a Quick Response, as defined by NAESB WGQ, to the Shipper for each nomination received. Such Quick Response will serve only as notification of the receipt and validation of nomination information in accordance with NAESB WGQ Standards, but will not indicate whether the nomination will be confirmed pursuant to Subsection 5.7 or scheduled pursuant to Subsections 6.1 and 6.2 of the General Terms and Conditions.

For the Timely Nomination Cycle, the Quick Response will be sent to the Nominating Party by 12:00 p.m. Central Clock Time on the Day the nomination is received. For the Evening Nomination Cycle, the Quick Response will be sent to the Nominating Party on the Day prior to gas flow. For Intraday Nominations, the Quick Response will be sent to the Nominating Party according to the following schedule: Intraday 1 Nomination Cycle - 10:30 a.m. Central Clock Time on the gas day; Intraday 2 Nomination Cycle - 5:30 p.m. Central Clock Time on the gas day.

d) Notification to Bumped Parties

Sabine will notify individual Shippers of bumped quantities by telephone or telefax in accordance with the timelines for Evening and Intraday 1 Nomination Cycles.

5.7 Confirmation of Nominated Quantities

Nomination made in accordance with this Section 5 of the General Terms and Conditions shall not be effective until Sabine has confirmed the nominated receipt quantities with upstream Operators and the nominated delivery quantities with downstream Operators. Shipper shall advise Sabine of the appropriate contact persons with upstream and downstream Operators who have the authority to verify and confirm nominated gas quantities.

Prior to scheduling nominated quantities for transportation service requested by Shippers, Sabine will contact the appropriate Operators at the designated Receipt and Delivery Points in order to confirm the nominated quantities. For Standard Nominations, Sabine will receive completed confirmations from upstream and downstream Operators by 3:30 p.m. Central Clock Time on the Day prior to flow. For Intraday Nominations, Sabine will receive completed confirmations from upstream and downstream Operators according to the following schedule: Evening

Nomination Cycle - 9:00 p.m. Central Clock Time on the Day prior to flow; Intraday 1 Nomination Cycle - 1:00 p.m. Central Clock Time on the Gas Day; Intraday 2 Nomination Cycle - 8:00 p.m. Central Clock Time on the Gas Day.

Sabine may reject, in whole or in part, any nominated quantities where the daily quantities of gas Shipper desires to be transported, the upstream shipper name(s) and contract number(s), or the downstream shipper name(s) and contract number(s) fail to conform with the information provided by the designated Operators at the Receipt and Delivery Points.

If all information conforms except for the daily quantities of gas Shipper desires to have Sabine receive and/or deliver, Sabine shall confirm and schedule the nomination at the lower of the daily quantities nominated by Shipper to Sabine and the daily quantities the Operators can confirm for scheduling at the designated Receipt and Delivery Points. Shipper shall be responsible for informing its upstream and downstream parties of any differences between confirmed quantities and nominated quantities.

#### 6. SCHEDULING AND CURTAILMENT

The term "scheduling" refers to the allocation of Available Capacity on Sabine's System during each nomination cycle. Promptly following the nomination deadline for each cycle, Sabine shall evaluate all timely nominations for the cycle in light of prevailing operating conditions, planned or unplanned maintenance or repairs, and similar conditions. Sabine shall then schedule transportation service to the extent capacity is available, allocating capacity, if necessary, pursuant to this Section.

At each scheduling priority, if sufficient capacity isn't available, nominations shall be scheduled pro rata based on confirmed nomination quantities.

When resolving constraints, Sabine shall evaluate and schedule constrained Delivery Points first, followed by constrained Receipt Points, and finally constrained pipeline sections.

#### 6.1 Scheduling of Point Capacity

Point capacity shall be scheduled in the following priority order (from highest to lowest):

- a) Nominations with a flow direction opposite of the physical flow direction at a point shall be scheduled first since this nominations potentially create capacity at the point.
- b) Nominations for firm transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

- i) Primary Receipt/Delivery Point
- ii) In-Path Alternate Receipt/Delivery Point
- iii) Out-of-Path Alternate Receipt/Delivery Point
- c) Nominations for interruptible transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

- i) Maximum Rate

After Sabine schedules firm transportation service pursuant to Subsection 6.1 b), any remaining capacity shall be scheduled to interruptible transportation service at maximum rate. Interruptible Shippers paying a Negotiated Rate that is higher than the maximum tariff rate for interruptible service, as set forth on the currently effective Sheet No. 20 of this FERC Gas Tariff, shall be afforded the same priority as if the service was at maximum rate.

- ii) Less Than Maximum Rate

After Sabine schedules interruptible transportation service pursuant to Subsection 6.1 c) i), any remaining capacity shall be scheduled to interruptible transportation service at less than maximum rate. Such capacity shall be scheduled first to Shipper(s) paying the highest percentage of maximum rate, then to Shipper(s) paying the next highest percentage of maximum rate. Sabine shall continue this process until all capacity at the point is scheduled.

## 6.2 Scheduling of Pipeline Section Capacity

Pipeline section capacity shall be scheduled in the following priority order (from highest to lowest):

a) Nominations with a flow direction opposite of the physical flow direction in the pipeline section shall be scheduled first since these nominations potentially create capacity in the pipeline section.

b) Nominations for firm transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

- i) In-Path, In-Direction
- ii) In-Path, Out-of-Direction
- iii) Out-of-Path

c) Nominations for interruptible transportation service.

Sabine shall further prioritize nominations within this scheduling class as follows:

i) Maximum Rate

After Sabine schedules firm transportation service pursuant to Subsection 6.2 b), any remaining capacity shall be scheduled to interruptible transportation service at maximum rate. Interruptible Shippers paying a Negotiated Rate that is higher than the maximum tariff rate for interruptible service, as set forth on the currently effective Sheet No. 20 of this FERC Gas Tariff, shall be afforded the same priority as if the service was at maximum rate.

ii) Less Than Maximum Rate

After Sabine schedules interruptible transportation service pursuant to Subsection 6.1 c) i), any remaining capacity shall be scheduled to interruptible transportation service at less than maximum rate. Such capacity shall be scheduled first to Shipper(s) paying the highest percentage of maximum rate, then to Shipper(s) paying the next highest percentage of maximum rate. Sabine shall continue this process until all capacity at the point is scheduled.

## 6.3 Bump Protection

a) Evening and Intraday 1 Nomination Cycles

Nominations for firm transportation service received in the Evening and/or Intraday 1 Nomination Cycles will not bump previously scheduled and/or flowing nominations for firm transportation service, but may bump previously scheduled and/or flowing nominations for interruptible transportation service.

Nominations for interruptible transportation service received in the Evening and/or Intraday 1 Nomination Cycles will not bump previously scheduled and/or flowing nominations for interruptible transportation service, regardless of the percentage of maximum rate paid for such scheduled and/or flowing nominations for interruptible transportation service.

b) Intraday 2 Nomination Cycle

No bumping will be permitted in the Intraday 2 nomination cycle.

## 6.4 Scheduling Nominated Quantities

Promptly upon the close of the nomination deadline for each nomination cycle, Sabine shall evaluate all timely nominations and the anticipated available capacity of Sabine's System. Sabine shall schedule nominated quantities of gas to the extent nominations can be confirmed in accordance with Subsection 5.7 of the General Terms and Conditions, and to the extent capacity is available in accordance with Subsections 6.1 and 6.2. Sabine shall not be required to schedule quantities of gas at any Receipt or Delivery Point where the cumulative daily nominated quantities at such Receipt or Delivery Point are below the quantities required to meet the measurement standards as prescribed in ANSI/API 2530.

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FERC Docket: RP08-391-000

**Second Revised Sheet No. 231A** Second Revised Sheet No. 231A Superseding: First Revised Sheet No. 231A

Following scheduling of confirmed standard nominations, Sabine will furnish a report to the Shipper and point Operator for receipt by 4:30 p.m. Central Clock Time the Day before the effective date of the requested service showing the scheduled receipt and delivery quantities by contract number and Receipt/Delivery Point. Following scheduling of confirmed Intraday Nominations, Sabine will furnish a report to the Shipper and point Operator showing the scheduled receipt and delivery quantities by contract number and Receipt/Delivery point according to the following schedule:  
Evening Nomination Cycle - 10:00 p.m. Central Clock Time on the Day prior to flow; Intraday 1 Nomination Cycle - 2:00 p.m. Central Clock Time on the Gas Day; Intraday 2 Nomination Cycle - 9:00 p.m. Central Clock Time on the Gas Day. At the end of each Gas Day, Sabine will provide the final scheduled quantities for the just completed Gas Day. For written nominations, such communication may be made by facsimile or other acceptable means of electronic correspondence. For electronic nominations, Sabine will send a report in accordance with the NAESB WGQ standards.6.5

**Changes in Daily Scheduled Quantities** After Shipper has submitted a nomination and Sabine has confirmed and scheduled the quantities of gas to be transported, such quantities shall remain scheduled until the ending date specified in the nomination unless: a) a prospective nomination is received from Shipper requesting a change in previously confirmed and scheduled quantities; or b) a prospective nomination is required by Sabine in accordance with Section 5 of the General Terms and Conditions; or c) an Intraday Nomination specifies an effective period greater than one Gas Day; or

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FERC Docket: RP08-391-000

**First Revised Sheet No. 232** First Revised Sheet No. 232 Superseding: Original Sheet No. 232 d)  
transportation service is curtailed in order to provide service for a higher priority class of  
service; or e) the designated contact persons with upstream and downstream Operators,  
who have the authority to verify and confirm nominated gas quantities, require a reduction of  
the confirmed and scheduled quantities; or f) receipts or deliveries at a particular  
Receipt Point or Delivery Point are outside of the established tolerance levels specified in  
an executed Operational Balancing Agreement; or g) adjustments of receipts or deliveries  
at a particular Receipt Point or Delivery Point are required as specified in an  
Operational Flow Order; or h) capacity used in providing service is inadequate as a result of a  
force majeure event, overbooking of capacity, or an operational limiting event.6.6  
Operational Flow Orders An Operational Flow Order is an order issued to alleviate conditions,  
inter alia, which threaten or could threaten the safe operations or system integrity of Sabine's  
system, or to maintain operations required to provide efficient and reliable firm service. Whenever  
Sabine experiences these conditions, any pertinent order will be referred to as an Operational  
Flow Order, or OFO. Sabine will determine, in its reasonable judgment, the circumstances which will  
result in the issuance of an Operational Flow Order. Such circumstances cannot be quantified  
in advance since the issuance of an Operational Flow Order will depend on quantities of gas  
confirmed and scheduled, the point(s) where the actual receipts or deliveries

deviate from confirmed and scheduled quantities, whether an OBA is governing the allocation at the point(s), and the relationship of these individual factors to the general system operations on any given Day. Operational Flow Orders will identify the situation to be addressed and shall identify specific actions to be taken by Shipper stated in terms of an hourly gas flow level and a length of time the Operational Flow Order shall be in effect. Operational Flow Orders will be issued prior to 8:00 A.M. Central Time to be effective at 8:00 A.M. Central Time the following Day. Operational Flow Orders affecting a number of Shippers on all or any portion of Sabine's System will be posted on Sabine's Internet web site (web site). To the extent that an Operational Flow Order is applicable to specific Shippers, Sabine will notify such Shippers by telephone or telefax.

If a Shipper makes a contact person available for such notices on a 24-hour basis, and provides all necessary information to Sabine, Sabine will use reasonable efforts to give actual notice to that person, as time permits. A penalty will not be imposed on a Shipper that fails to comply with an OFO unless that Shipper's contact person has been notified of the OFO and the Shipper is given a reasonable time to comply.

#### 6.6 Compliance with Operational Flow Orders

Operational Flow Orders issued to alleviate conditions which threaten the operational integrity of Sabine's System will require compliance within four (4) hours of notification, or such other time specified in the Operational Flow Order. Any Shipper receiving an Operational Flow Order may undertake any of the following actions necessary to comply with such order:

- a) Commence or increase tenders of gas into Sabine's System by a specified quantity at Receipt Points or shift tenders of gas, in whole or part, to different Receipt Points;
- b) Cease or reduce tenders of gas into Sabine's System by a specified quantity at specific Receipt Points;

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*FERC Docket: RP08-391-000*

**First Revised Sheet No. 233A** First Revised Sheet No. 233A Superseding: Original Sheet No. 233A6.7  
Compliance with Operational Flow Orders Operational Flow Orders issued to alleviate conditions which threaten the operational integrity of Sabine's System will require compliance within four (4) hours of notification, or such other time specified in the Operational Flow Order. Any Shipper receiving an Operational Flow Order may undertake any of the following actions necessary to comply with such order: a) Commence or increase tenders of gas into Sabine's System by a specified quantity at Receipt Points or shift tenders of gas, in whole or part, to different Receipt Points; b) Cease or reduce tenders of gas into Sabine's System by a specified quantity at specific Receipt Points;

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**Second Revised Sheet No. 234** Second Revised Sheet No. 234 Superseding: First Revised Sheet No. 234  
c) Commence or increase takes of gas from Sabine's System by a specified quantity at specified Delivery Points; d) Cease or reduce takes of gas from Sabine's System by a specified quantity at specified Delivery Points. If a Shipper is notified by Sabine of an Operational Flow Order and fails to comply with such Operational Flow Order, Shipper shall be subject to a penalty of \$10.00 per Dt for quantities received and/or delivered in excess of the quantities specified by Sabine in such Operational Flow Order. If Shipper complies by adjusting its tenders or takes within the time period specified in an Operational Flow Order, Shipper shall not be subject to the penalty set forth in this Subsection 6.7. Shipper compliance shall be a change in gas flow to the level specified by Sabine and will be evidenced by the confirmation of a flow rate change from an Upstream or Downstream Operator or the confirmation of a flow rate change by Sabine. Sabine will assist any Shipper in complying with an OFO. Sabine will not impose a penalty for failure to comply if Shipper demonstrates that all reasonable efforts have been made to comply and additionally seeks Sabine's assistance within the time specified in the OFO for commencement of corrective action. Net penalty revenues will be credited to a penalty account on a monthly basis and will be credited to non-penalized Shippers within 60 days following the end of the Month in which the penalty accrued. Non-penalized Shippers shall be credited proportionately to total transportation charges paid in the Month in which the penalty accrued.

*Effective Date: 07/01/2008 Status: Effective*

*FERC Docket: RP08-391-000*

**First Revised Sheet No. 234A** First Revised Sheet No. 234A Superseding: Original Sheet No. 234A6.8  
Imminent Operational Flow Orders If Sabine determines that operational circumstances exist such that the issuance of an Operational Flow Order is imminent, but corrective actions may be taken to mitigate such circumstances, Sabine shall warn affected Shippers of a potential Operational Flow Order. Sabine will postpone the issuance of an OFO and allow warned Shippers the opportunity to take corrective actions, provided the warned Shippers advise Sabine of their proposed corrective actions. Failure to implement corrective measures by such Shippers may ultimately result in the issuance of an OFO by Sabine.

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**Substitute First Revised Sheet No. 235** Substitute First Revised Sheet No. 235  
Superseding: Original Sheet No. 235

#### 6.9 Imbalances Resulting from Operational Flow Orders

To the extent any monthly imbalance or portion thereof is a direct result of Shipper's inability to balance receipts and deliveries during the month due to the issuance of an Operational Flow Order, Shipper will have until the end of the next calendar month to reconcile that portion of the imbalance attributable to its compliance with the OFO. Any imbalance remaining at the end of the extended period will be subject to the imbalance resolution procedures set forth in Section 8 of this FERC Gas Tariff.

#### 6.10 Curtailment

If, at any time, Sabine determines because of operating or other conditions affecting its System, that the transmission capacity of all or part of its System is insufficient to serve all transportation quantities confirmed and scheduled on such day, available capacity shall be allocated in a manner which results in curtailment of transportation services on all or part of its System where capacity is insufficient in the following priority:

- a) First, among Shippers transporting gas under Interruptible Service Agreements. Such transportation quantities shall be curtailed pro rata based on the percentage of maximum rate paid (lowest to 100%). Shippers paying a Negotiated Rate that is higher than the maximum tariff rate for interruptible service shall be afforded the same curtailment status as if the service was at 100% of maximum rate; and
- b) Second, pro rata among Shippers transporting gas under Firm Service Agreements.

Pro rata curtailments of firm service will be based on the ratio of each Shipper's confirmed and scheduled transportation quantities to the total confirmed and scheduled quantities by all firm Shippers multiplied by the amount of capacity available to Shippers.

If the transmission capacity is limited on only part or parts of Sabine's System, including any Delivery and/or Receipt Points, Sabine's curtailment orders pursuant to

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FERC Docket: RP08-391-000

**First Revised Sheet No. 236** First Revised Sheet No. 236 Superseding: Original Sheet No. 236 this Subsection, shall be limited to the transportation services confirmed and scheduled for such part or parts of Sabine's System.6.11 Notice of Curtailment Sabine will post notices of curtailment on its Internet web site (web site), and also, if appropriate, shall notify all affected Shippers as soon as practical and in a manner that is reasonable under existing conditions that a period of curtailment exists. Such notice shall set forth any limits on receipts or deliveries and the anticipated duration of such curtailment period. Upon notice of curtailment, Shipper shall adjust its receipts and/or deliveries of gas as specified by Sabine and make such adjustments within the time period specified by Sabine. Shipper compliance shall be a change in gas flow to the level specified by Sabine and will be evidenced by the confirmation of a flow rate change with an upstream or downstream Operator or the confirmation of the flow rate change by Sabine. Failure by any Shipper to adjust its receipts and/or deliveries within the time period specified by Sabine will result in the imposition of curtailment penalties assessed from the time Sabine notified the Shipper. Although a curtailment notice must result in an immediate change in gas flow, no penalties shall be assessed unless advance notice of curtailment is given at least forty-eight (48) hours before the curtailment is required by the order or Shipper does not initiate reasonable efforts to adjust the receipt and/or delivery of gas as required in the curtailment notice and order upon the receipt of such notice.

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FERC Docket: RP08-391-000

**Second Revised Sheet No. 237** Second Revised Sheet No. 237 Superseding: Substitute First Revised Sheet No. 2376.12 Curtailment Penalties All gas received for the account of Shipper or delivered for the account of Shipper after notification of a curtailment and order given pursuant to Subsection 6.10 which deviates from the quantities set by Sabine in the notice of curtailment shall be assessed a penalty of \$10.00 per Dt. The imposition of a curtailment penalty will not relieve a Shipper from its obligations to resolve any imbalance created during a period of curtailment. Net penalty revenues will be credited to a penalty account on a monthly basis and will be credited to non-penalized Shippers within 60 days following the end of the Month in which the penalty accrued. Non-penalized Shippers shall be credited proportionately to total transportation charges paid in the Month in which the penalty accrued.6.13 Emergency Procedures Variations in the curtailment procedures set forth in Subsection 6.10 may be permitted by Sabine when necessary to respond to emergency situations (including environmental emergencies) where supplemental deliveries are required to forestall injury to life or property.6.14 Reports Following OFOS In the event Sabine issues an OFO, Sabine will post on its web site a report on the OFO within 60 days of issuance of the OFO. The report will include a timeline of the actions taken to notify Shippers of the possibility of an OFO, the intermediate steps taken by Sabine to avoid or reduce the impact of an OFO, the steps taken by Sabine and Shippers to end the OFO, and the end of the OFO. The report will include the amount of penalties that were assessed, if any, and the expenses incurred to avoid or correct the OFO conditions.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-455-000

**First Revised Sheet No. 238** First Revised Sheet No. 238 : Effective

Superseding: Original Sheet No. 238

7. ALLOCATION OF MEASURED GAS QUANTITIES

7.1 Allocation of Measured Receipts and Deliveries

Promptly at the end of each month, Sabine shall allocate the daily quantity of gas measured at each Receipt Point and each Delivery Point for the accounts of Shippers under each Service Agreement. To the extent possible, all quantities of gas measured at each Receipt Point and each Delivery Point shall be allocated on the basis of Shipper's confirmed nominations. In the event the quantities of gas measured at any Receipt Point or any Delivery Point do not equal the confirmed nominations for such point, the quantities of gas measured at the Receipt Point or the Delivery Point shall be allocated in accordance with the following methods and in the following order: (1) under the provisions of an Operational Balancing Agreement, (2) on the basis of a predetermined allocation, or (3) pro rata on the basis of confirmed nominations. At a location, the total quantity measured or estimated for the period will be used to provide allocations to parties' scheduled transactions (or otherwise identified transactions consistent with NAESB WGQ Standard 2.3.61). In the allocation process, estimated quantities will be adjusted to actuals following the time that the actuals are known.

7.2 Operational Balancing Agreements

Sabine is willing to negotiate and execute an Operational Balancing Agreement (OBA) with any Operator for the purpose of minimizing operational imbalances or other matters with respect to the receipt of gas into or the delivery of gas from Sabine's System. The OBA shall specify the gas custody transfer procedures to be followed by Sabine and the Operator for the confirmation of nominated quantities and allocation of quantities of gas measured at the point(s) of interconnection between Sabine and the Operator. The OBA will provide that any variance between quantities of gas measured and confirmed nominations for any day shall be promptly resolved in-kind. To facilitate the determination of variances on a timely basis, Sabine and the Operator will agree upon necessary measurement, allocation and accounting procedures and set forth such procedures in the OBA. Sabine will post

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**Second Revised Sheet No. 239** Second Revised Sheet No. 239 : Effective  
Superseding: First Revised Sheet No. 239

on its Internet web site (web site) the Receipt Points and Delivery Points where an OBA governs the allocation of quantities of gas measured. At a location which is covered by an OBA, each party to the OBA should allocate its side of the location. Under normal operating conditions, at a location which is covered by an OBA, the scheduled quantity will be the allocated quantity.

### 7.3 Eligibility for an Operational Balancing Agreement

Sabine shall negotiate and execute OBAs on a non-discriminatory basis with any Operator provided that Sabine shall not be obligated to negotiate and execute OBAs with any Operator that:

- a) is not credit worthy as determined pursuant to Section 24 of the General Terms and Conditions;
- b) does not maintain, or have available, dispatching operations that are staffed on a continuous basis;
- c) does not have electronic flow measurement equipment to which Sabine has access at the interconnect point(s) for which an OBA is proposed;
- d) would subject Sabine to an increase in operating costs to operate electronic flow measurement or flow control equipment; or
- e) does not commit to timely and final determination of variances based on prompt in-kind resolution.

### 7.4 Predetermined Allocations

Sabine is willing to negotiate and establish a predetermined allocation methodology with any Operator for the purpose of allocating quantities of gas measured at any Receipt Point or any Delivery Point in the event the quantities of gas measured do not equal the confirmed nominations for such point. Unless otherwise agreed, all predetermined allocation methods established between Sabine and Operator must be agreed to in writing or by electronic communications following the NAESB WGQ Standards before the first Day of the allocation period in which the predetermined allocation method is to be effective.

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FERC Docket: RP05-455-001

**Substitute Second Revised Sheet No. 239A** Substitute Second Revised Sheet No. 239A : Effective  
Superseding: First Revised Sheet No. 239A

A Pre-determined Allocation (PDA) may not be used to allocate gas to a nominatable transaction that was not identified in the nomination or confirmation process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to in such transaction. In the event of a conflict between this standard and Sabine's existing tariff or general terms and conditions, the latter will prevail. (NAESB Standard 2.3.61)

Except in cases where the Percentage or Operator Provided Value method of allocation is being employed, where there is:

- (i) sufficient gas to fulfill all scheduled quantities at a location, a Pre-determined Allocation (PDA) should not result in a quantity being allocated to a party, contract or transaction, as applicable, that is less than the corresponding scheduled quantity(ies) for that party, contract or transaction, as applicable,
- (ii) insufficient gas to fulfill all scheduled quantities at a location, a PDA should not result in a quantity being allocated to a party, contract or transaction, as applicable, that is greater than the corresponding scheduled quantity(ies) for that party, contract or transaction, as applicable.

In the event of conflicts between this standard and Sabine's existing tariff or general terms and conditions, the latter will prevail. (NAESB Standard 2.3.62)

To the extent Operator submits a predetermined allocation method by electronic communication, Sabine shall send a Quick Response, as such term has been defined by NAESB WGQ, confirming the receipt of Operator's selection of a predetermined allocation method.

If Operator and Sabine cannot agree upon an allocation methodology, pro rata based upon confirmed nominations will be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation.

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FERC Docket: RP03-367-000

**First Revised Sheet No. 240** First Revised Sheet No. 240 : Effective  
Superseding: Original Sheet No. 240

The predetermined allocation method must specify how any deviation (underdelivery or overdelivery) of actual gas quantity transported from the confirmed quantity is to be allocated for the accounts of Shippers. The predetermined allocation method will be either ranked, pro rata, percentage or swing, as such terms are defined in the NAESB WGQ standards. The predetermined allocation methods are available at any point except those covered by an OBA. Sabine shall be entitled to rely exclusively on Operator's selection of an effective predetermined allocation method in allocating gas confirmed at a point and the Operator holds Sabine harmless against actions taken and allocations made in reliance upon such predetermined allocation method. No retroactive changes to a predetermined allocation method may be made unless Sabine and all affected parties agree in writing.

The time limitation for disputes of allocations is 6 Months from the date of the initial Month-end allocation with a 3-Month rebuttal period, in accordance with NAESB WGQ Standard 2.3.26. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

#### 7.5 Operational Integrity Limitation

Nothing in this Section 7 or in any executed OBA shall limit Sabine's right to take action as may be required to adjust receipts and deliveries under any Service Agreement to alleviate operating conditions which threaten the operational integrity of Sabine's System. Such adjustments will be made only in emergency situations where prompt action is required and Sabine determines, in its reasonable judgment, that Operational Flow Orders are inadequate. Sabine will provide Shipper written justification for any emergency adjustments of the receipts and deliveries.

**Third Revised Sheet No. 241** Third Revised Sheet No. 241 : Effective  
Superseding: Second Sheet No. 241

8. RESOLUTION OF IMBALANCES

8.1 Calculation of Monthly Imbalances

All imbalances accrued by Shipper under its Service Agreement(s) shall be resolved in-kind on a monthly basis. Sabine will calculate the imbalance for each Service Agreement by determining the difference between the total quantities of gas allocated for the account of Shipper at the Receipt Points (making the appropriate deductions for Fuel Gas and Unaccounted For Gas reimbursement quantities) and the total quantities of gas allocated for the account of Shipper at the Delivery Points each month. All imbalances accrued by Shipper under each of its Service Agreement(s) will be combined to derive a net underdelivery or overdelivery imbalance for resolution purposes. The imbalance statement will be rendered prior to or with the invoice. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.

8.2 Imbalance Trading and Netting

Following the issuance of Sabine's monthly imbalance statement, a Shipper or its agent may net the Shipper's imbalances across the Shipper's own Service Agreements with Sabine, or trade imbalances with other Shippers on Sabine's system. Sabine will provide the ability to post and trade imbalances until at least the close of the seventeenth (17th) business day of the month. Sabine will provide the ability to view and, upon request, download posted imbalances. Imbalances to be posted for trading must be authorized by the Shipper or its agent. When trading imbalances, a quantity must be specified. Authorizations to post imbalances that are received by Sabine by 11:45 a.m. CCT will be effective by 8:00 a.m. CCT the next business day. Imbalances previously authorized for posting will be posted on or before the ninth (9th) business day of the month.

Sabine will enable the imbalance trading process by (1) receiving the Request for Imbalance Trade, (2) receiving the Imbalance Trade Confirmation, (3) sending the Imbalance Trade Notification, and (4) reflecting the trade prior to or on the next monthly Shipper

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FERC Docket: RP02-408-000

**Second Revised Sheet No. 241A** Second Revised Sheet No. 241A : Superseded  
Superseding: First Revised Sheet No. 241A

Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Sabine. After receipt of an Imbalance Trade Confirmation, Sabine will send the Imbalance Trade Notification to the initiating trader no later than noon CCT the next business day.

Sabine will recognize a trade of imbalances only if each party to the trade timely notifies Sabine of the trade, the identity of the Shipper(s) with whom the trade was made, the relevant Sabine Service Agreement numbers for each Shipper involved in the trade, and the volumes traded, and Sabine is able to confirm that the information is a match.

To account for any imbalance remaining after imbalance trading, where Sabine associates such imbalance with a Service Agreement, the Shipper and Sabine will designate one of the Shipper's valid Service Agreements for such purpose.

Any remaining imbalances must be resolved in kind during the second calendar Month following the Month during which the imbalance occurred.

### 8.3 Imbalance Nominations

For each day on which Shipper desires to schedule the delivery of gas to Sabine for the resolution of an accrued underdelivery of the receipt of gas from Sabine for the resolution of an accrued overdelivery, Shipper shall submit to Sabine, in a written nomination, which may be a telefax, the daily quantity of gas, expressed in Dts, that it has available for delivery or the quantity of gas Shipper desires to receive, in accordance with the nomination procedures set forth in Section 5. Such deliveries and receipts shall be scheduled as operating conditions reasonably permit.

*Effective Date: 10/01/2002 Status: Effective*

*FERC Docket: RP02-408-000*

**Original Sheet No. 241B** Original Sheet No. 241B : Superseded

8.4 Imbalances at Termination

Any imbalances existing on the date of termination of an executed Service Agreement shall be adjusted or corrected within thirty (30) days.

8.5 Offshore Imbalances

Receipts and deliveries of gas quantities for transportation services provided through each of Sabine's transmission pipelines located in the Federal Domain, Offshore Louisiana, are in constant balance and not subject to the imbalance resolution provisions of this Section 8.

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*FERC Docket: CP00-24-001*

**Original Sheet No. 242** Original Sheet No. 242 : Effective

RESERVED SHEETS

Original Sheets Nos. 242 through 244 have been reserved.

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FERC Docket: RP08-602-000

**Third Revised Sheet No. 245** Third Revised Sheet No. 245  
Superseding: Second Revised Sheet No. 245

9. BILLING AND PAYMENT

9.1 Billing

Sabine will render its bill on or before the ninth (9th) Business Day of each month for the charges due for transportation service rendered under an executed Service Agreement during the previous month, computed in accordance with the Shipper's applicable Rate Schedule.

Sabine will render an invoice to Shipper using electronic medium pursuant to the NAESB WGQ Standards. If Sabine is unable for any reason to render said invoice electronically, or any Shipper is unable to receive said invoice electronically, Sabine will render said invoice to Shipper using an alternative delivery method acceptable to both Sabine and Shipper. Notwithstanding the foregoing, all such invoices will use the descriptions and charge codes set forth in the NAESB WGQ Standards. It shall be the responsibility of Shipper to maintain up-to-date electronic medium information for these purposes. Transportation invoices will specify all rate components. Required invoice backup data will accompany or precede the invoice.

9.2 Payments to Sabine

Shipper agrees to make payment to Sabine for transportation services or any other charges within ten (10) days from the date of the invoice. Such payment shall include supporting documentation, including identification of invoice number(s) being paid. Unless another suitable method of payment is agreed to by Sabine, Shipper shall make payment via Federal Reserve wire transfer to the bank designated by Sabine. Shipper making payment should submit supporting documentation; party receiving payment (Sabine) should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

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**Original Sheet No. 245A** Original Sheet No. 245A : Effective

If such failure to pay for transportation services or any additional charges continues for thirty (30) days after such payment is due, in addition to any other remedy, Sabine may without liability, suspend further delivery of gas until any overdue amount is paid. However, if Shipper, in good faith, shall dispute the amount of any such bill or part thereof and shall pay Sabine in a timely manner such amounts as it concedes to be correct and at any time thereafter within thirty

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Superseding: Original Sheet No. 246

(30) days of a demand made by Sabine, shall furnish a good and sufficient surety bond, in amount and with sureties satisfactory to Sabine, conditioned upon the payment of any amounts ultimately found due upon such bills after final determination, which may be reached either by agreement or judgment of the courts as may be the case, Sabine shall not be entitled to suspend further delivery of gas unless and until default be made in the conditions of such bond.

#### 9.3 Adjustment of Billing Errors

Prior period adjustment time limit is 6 Months from the date of the initial transportation invoice with a 3-Month rebuttal period, excluding government-required rate changes, in accordance with NAESB WGQ standard 3.3.15. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

#### 9.4 Fees

Shipper shall reimburse Sabine for all fees required by the FERC, or any regulatory body, which are attributable to service provided under an executed Service Agreement, including, but not limited to, filing, reporting and application fees.

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RESERVED SHEET

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Superseding: Original Sheet No. 247

RESERVED SHEET

*Effective Date: 09/01/2005 Status: Effective*

*FERC Docket: RP05-455-000*

**Second Revised Sheet No. 248** Second Revised Sheet No. 248 : Effective

Superseding: First Revised Sheet No. 248

9.5 Statement of Account

Sabine will provide Shipper with a detailed Statement of Account in accordance with the NAESB WGQ Standards. The Statement of Account will report outstanding balances by invoice and will indicate any payments which have been applied to prior period adjustments.

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**Second Revised Sheet No. 248A** Second Revised Sheet No. 248A : Effective

Superseding: First Revised Sheet No. 248

9.6 Discounting

Sabine may at any time, and in its sole discretion, selectively discount the rate(s) applicable to any Shipper under the FT-1 and IT-1 Rate Schedules set forth in this Tariff. Discounts will be applied only to the Reservation Rate for FT-1 service, and to the Usage Rate for IT-1 service. Such discounted rate(s) shall not be less than the Minimum Rate for the applicable service as set forth in the currently effective Statement of Transportation Rates of this Tariff.

Sabine may agree to apply the following types or combinations of discounts:

- a) specified quantities;
- b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level;
- c) quantities during a specified time period;
- d) quantities at or between specified points, or other geographically defined areas.

9.7 Discount Retention Policy

A Shipper with a previously negotiated discount rate with Sabine limited to service at specific receipt and delivery point(s) can request that it be permitted to retain that discount rate when seeking to use alternate receipt and/or delivery point(s) as part of its segmentation, capacity release, or use of its flexible receipt and delivery point rights under this Tariff. Sabine will process such requests to retain discounts within two (2) hours of the request when such request is made at least two (2) hours prior to the 6:00 p.m. Evening Nomination. For requests made less than two (2) hours prior to the 6:00 p.m. Evening Nomination, Sabine will process the request by 8:30 a.m. the next Day. A discount rate will not be retained by Shipper if Sabine can demonstrate that it has not granted a discount with respect to a similarly situated Shipper at the point(s). If the discount is to be retained, the Shipper will pay the higher of its contractual rate or the discount rate applicable to the similarly situated Shipper receiving a discount at the point(s).

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**Third Revised Sheet No. 249** Third Revised Sheet No. 249 : Effective  
Superseding: Second Revised Sheet No. 249

## 10. CAPACITY RELEASE

### 10.1 Eligibility

Any Shipper with an executed Firm Service Agreement under Sabine's FT-1 Rate Schedule is eligible to release all or part of its capacity to a Replacement Shipper on a permanent or temporary basis, subject to the provisions of this Section 10 and Sabine's FT-1 Rate Schedule.

### 10.2 Types of Capacity Releases

#### a) Permanent Release of Firm Capacity

A Releasing Shipper may release all or part of its firm capacity under a Firm Service Agreement for the entire remaining primary term of the Agreement (Permanent Release). The Replacement Shipper must contract for the Primary Receipt and Delivery Point(s) specifically set forth in a Releasing Shipper's Firm Service Agreement. A Permanent Release operates as an assignment of capacity and all of the terms and conditions applicable to firm transportation service including the requirements related to credit worthiness must be met by the Replacement Shipper prior to the effective date of the assignment. The Replacement Shipper shall execute a separate Firm Service Agreement for the released capacity at the rate bid by the Replacement Shipper and accepted by the Releasing Shipper up to the maximum rate and for the primary term originally set forth in the Releasing Shipper's Firm Service Agreement with Sabine. The Releasing Shipper will remain obligated to pay the difference, if any, between the accepted bid and the applicable rate for the remainder of the existing contract term. In the event there is a discount agreement in effect between Sabine and the Releasing Shipper for service utilizing all or any portion of the permanently released capacity, Sabine will enter into a discount agreement with the permanent Replacement Shipper for the same time period, volumes, receipt points, delivery points and discount, subject to any terms contained in Releasing Shipper's discount agreement on the same basis as with the Releasing Shipper. Under Negotiated Rate agreements, the Releasing Shipper is obligated to pay Sabine the Difference, if any, by which the Negotiated Rate exceeds the rate paid by the Replacement Shipper.

**Third Revised Sheet No. 250** Third Revised Sheet No. 250 : Effective  
Superseding: Second Revised Sheet No. 250

10.2 Types of Capacity Releases (Cont'd)

b) Temporary Release of Firm Capacity

A Releasing Shipper may temporarily release all or part of its firm capacity for a specified term without a right of recall. A Replacement Shipper who is awarded firm capacity pursuant to a Temporary Release shall execute a Confirmation Letter pursuant to the Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity. Such Confirmation Letter will be for the released capacity at the rate bid by the Replacement Shipper and accepted by the Releasing Shipper, up to the maximum rate and for the term bid by the Replacement Shipper; provided, however, the maximum rate limitation shall not be applicable to capacity release transactions occurring between March 27, 2000 and September 30, 2002, if the term of the release is less than one (1) year. Under Negotiated Rate agreements, the Releasing Shipper is obligated to pay Sabine the difference, if any, by which the Negotiated Rate exceeds the rate paid by the Replacement Shipper.

c) Temporary Release - Subject to Recall

A Releasing Shipper may temporarily release all or part of its firm capacity subject to recall by the Releasing Shipper upon the occurrence of the condition(s) specified in the Releasing Shipper's Offer to Release Capacity. A Replacement Shipper who is awarded capacity pursuant to a Temporary Release subject to recall shall execute a Confirmation Letter pursuant to the Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity. Such Confirmation Letter will be for the released capacity, subject to the right of recall, at the rate bid by the Replacement Shipper, up to the maximum rate, and for the term bid by the Replacement Shipper; provided, however, the maximum rate limitation shall not be applicable to capacity release transactions occurring between March 27, 2000 and September 30, 2002, if the term of the release is less than one (1) year. Under Negotiated Rate agreements, the Releasing Shipper is obligated to pay Sabine the difference, if any, by which the Negotiated Rate exceeds the rate paid by the Replacement Shipper.

**Fourth Revised Sheet No. 250** Fourth Revised Sheet No. 250  
Superseding: Third Revised Sheet No. 250

10.2 Types of Capacity Releases (Cont'd)

b) Temporary Release of Firm Capacity

A Releasing Shipper may temporarily release all or part of its firm capacity for a specified term without a right of recall. A Replacement Shipper who is awarded firm capacity pursuant to a Temporary Release shall execute a Confirmation Letter pursuant to the Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity. Such Confirmation Letter will be for the released capacity at the rate bid by the Replacement Shipper and accepted by the Releasing Shipper, up to the maximum rate and for the term bid by the Replacement Shipper. No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the posting and bidding requirements set forth in this Section 10. Under Negotiated Rate agreements, the Releasing Shipper is obligated to pay Sabine the difference, if any, by which the Negotiated Rate exceeds the rate paid by the Replacement Shipper.

c) Temporary Release - Subject to Recall

A Releasing Shipper may temporarily release all or part of its firm capacity subject to recall by the Releasing Shipper upon the occurrence of the condition(s) specified in the Releasing Shipper's Offer to Release Capacity. A Replacement Shipper who is awarded capacity pursuant to a Temporary Release subject to recall shall execute a Confirmation Letter pursuant to the Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity. Such Confirmation Letter will be for the released capacity, subject to the right of recall, at the rate bid by the Replacement Shipper, up to the maximum rate, and for the term bid by the Replacement Shipper; provided. No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the posting and bidding requirements set forth in this Section 10. Under Negotiated Rate agreements, the Releasing Shipper is obligated to pay Sabine the difference, if any, by which the Negotiated Rate exceeds the rate paid by the Replacement Shipper

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d) Secondary Release of Firm Capacity

Following execution of a Confirmation Letter pursuant to the Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity, for firm capacity released in accordance with this Section 10, a Replacement Shipper may subsequently release the capacity it has acquired in accordance with the terms of this Section 10, thereby becoming a Secondary Releasing Shipper. A Secondary Release of capacity cannot operate to release greater capacity rights than the capacity acquired by the Secondary Releasing Shipper. To the extent that a Secondary Releasing Shipper acquired firm capacity subject to recall in accordance with Subsection 10.2, the capacity then released by the Secondary Releasing Shipper, and any subsequent Secondary Release of the capacity thereafter, shall also be subject to the right of recall. A Replacement Shipper who is awarded firm capacity under a Secondary Release shall be required to execute a Confirmation Letter for the released capacity at the rate bid by the Replacement Shipper and accepted by the Releasing Shipper up to the maximum rate and for the term bid by the Replacement Shipper; provided, however, the maximum rate limitation shall not be applicable to capacity release transactions occurring between March 27, 2000 and September 30, 2002, if the term of the release is less than one (1) year.

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**Second Revised Sheet No. 250A** Second Revised Sheet No. 250A  
Superseding: First Revised Sheet No. 250A

d) Secondary Release of Firm Capacity

Following execution of a Confirmation Letter pursuant to the Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity, for firm capacity released in accordance with this Section 10, a Replacement Shipper may subsequently release the capacity it has acquired in accordance with the terms of this Section 10, thereby becoming a Secondary Releasing Shipper. A Secondary Release of capacity cannot operate to release greater capacity rights than the capacity acquired by the Secondary Releasing Shipper. To the extent that a Secondary Releasing Shipper acquired firm capacity subject to recall in accordance with Subsection 10.2, the capacity then released by the Secondary Releasing Shipper, and any subsequent Secondary Release of the capacity thereafter, shall also be subject to the right of recall. A Replacement Shipper who is awarded firm capacity under a Secondary Release shall be required to execute a Confirmation Letter for the released capacity at the rate bid by the Replacement Shipper and accepted by the Releasing Shipper up to the maximum rate and for the term bid by the Replacement Shipper. No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the posting and bidding requirements set forth in this Section 10.

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**Second Revised Sheet No. 251** Second Revised Sheet No. 251 : Effective  
Superseding: First Revised Sheet No. 251  
10.3 Conditions and Requirements of Capacity Releases

1) Recall Rights

A Releasing Shipper must define the condition(s) under which the released firm capacity will be recalled. Such recall condition(s) shall not be inconsistent with the terms and conditions of the Releasing Shipper's Firm Service Agreement or with the provisions of this FERC Gas Tariff. The recall conditions specified by the Releasing Shipper must be non-discriminatory and identifiable events. Sabine has the right to rely on Releasing Shipper's notice and Releasing Shipper shall defend and indemnify Sabine against any claims, losses, liabilities or expenses resulting from claims by any Replacement Shipper that firm capacity was not recalled in accordance with the recall rights specified by the Releasing Shipper in its Offer to Release Capacity.

a) Recall Notification Timeline

Releasing shippers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination cycle and the Evening Nomination cycle, and recall unscheduled released capacity at the Intra-Day 1 and Intra-Day 2 Nomination cycles. In accordance with NAESB WGQ Standard 5.3.44, Sabine will support the following recall notification periods for all released capacity subject to recall rights:

(i) Timely Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to Sabine and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- (b) Sabine will provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

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Superseding: Original Sheet No. 251A

(ii) Early Evening Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to Sabine and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- (b) Sabine will provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(iii) Evening Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to Sabine and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
- (b) Sabine will provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(iv) Intraday 1 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to Sabine and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- (b) Sabine will provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

- (v) Intraday 2 Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Sabine and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
  - (b) Sabine will provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

For recall notification provided to Sabine prior to the recall notification deadline specified in NAESB WGQ Standard 5.3.44 [above] and received between 7:00 a.m. and 5:00 p.m., Sabine will provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to Sabine after 5:00 p.m. and prior to 7:00 a.m., Sabine will provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (NAESB WGQ 5.3.45)

(b) Recall Notification Requirements

The Releasing Shipper should provide capacity recall notification to Sabine through Sabine's Customer Activities Website. The recall notification should specify the recall notification period for the specified effective gas day, as well as any other information needed to uniquely identify the capacity being recalled. (NAESB WGQ 5.3.48)

Recalled capacity notices should indicate whether penalties will apply for the gas day for which quantities are reduced due to a capacity recall. (NAESB WGQ 5.3.49)

**Original Sheet No. 251C** Original Sheet No. 251C : Effective

(b) Recall Notification Requirements (cont'd)

The recall notification provided to Sabine should express the quantity in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity (NAESB WGQ 5.3.55)

Sabine will not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard No. 5.3.55. (NAESB WGQ 5.3.57)

In the event of an intra-day capacity recall, Sabine will determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of Sabine's FERC Gas Tariff, services, and/or operational characteristics. (NAESB WGQ 5.3.56)

The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity (EPC) or other Sabine FERC Gas Tariff specific variations of the EPC in accordance with NAESB WGQ Standard No. 5.3.56 [above]. (NAESB WGQ 5.3.58)

The Replacement Shipper should provide Sabine with no more than two Internet E-mail addresses to be used for recall notification. The obligation of Sabine to provide notification is waived until at least one of the addresses has been provided. (NAESB WGQ 5.3.47)

Affected Replacement Shippers should manage internal distribution of notifications of recall received from Sabine. (NAESB WGQ 5.3.52)

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**Third Revised Sheet No. 252** Third Revised Sheet No. 252 : Effective  
Superseding: Second Revised Sheet No. 252

2) Reput Methods and Rights

Releasing Shippers may specify rights of recall including terms of recall and the terms of returning previously recalled capacity (reput) to the replacement Shipper.

Sabine will support the function of reputting by releasing shippers. (NAESB WGQ 5.3.7) Reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the releasing shipper and the replacement shipper. (NAESB WGQ 5.3.8) When capacity is recalled, it may not be reput for the same gas day. (NAESB WGQ 5.3.53) The deadline for notifying Sabine of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day. (NAESB 5.3.54)

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Superseding: Second Revised Sheet No. 253

10.4 Capacity Release Timeline

The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; 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, and 2) there are no special terms or conditions of the release. (NAESB WGQ 5.3.1)

In accordance with NAESB WGQ Standard 5.3.2, the following will apply:

- a) For biddable releases (less than 1 year):
  - offers should be tendered by 12:00 P.M. on a Business Day;
  - open season ends no later than 1:00 P.M. on a Business Day (evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken);
  - evaluation period ends and award posting if no match required at 2:00 P.M.;
  - match or award communicated by 2:00 P.M.;
  - match response by 2:30 P.M.;
  - where match required, award posting by 3:00 P.M.;
  - contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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**Third Revised Sheet No. 254** Third Revised Sheet No. 254 : Effective  
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- b) For biddable releases (1 year or more):
- offers should be tendered by 12:00 P.M. four Business Days before award;
  - 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 at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken);
  - evaluation period ends and award posting if no match required at 2:00 P.M.;
  - match or award communicated by 2:00 P.M.;
  - match response by 2:30 P.M.;
  - where match required, award posting by 3:00 P.M.;
  - contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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**First Revised Sheet No. 254A** First Revised Sheet No. 254A : Effective  
Superseding: Original Sheet No. 254A

c) For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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**Second Revised Sheet No. 255** Second Revised Sheet No. 255 : Effective  
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#### 10.5 Offer to Release Capacity

Offers to Release Capacity must be submitted in accordance with the schedules set forth in Subsection 10.4. Such offers must be in writing and on the release form provided by Sabine (hereinafter called Releasing Shipper's Offer) or provided electronically. Sabine shall post the Releasing Shipper's Offer on its Internet web site (web site). The posting of the Offer will also include the maximum reservation rate applicable to the capacity, the date and time by which bids must be submitted in accordance with the capacity release timetable, and the date and time the Offer is posted; provided, however, the maximum rate limitation shall not be applicable to capacity release transactions occurring between March 27, 2000 and September 30, 2002, if the term of the release is less than one (1) year. Releasing Shipper may withdraw an offer to release capacity at any time prior to the receipt by Sabine of a bid for the capacity that meets the Releasing Shipper's minimum bid specifications. All offers will be considered binding until written or electronic notice of withdrawal is received by Sabine.

Any Shipper offering to release all or part of its firm capacity under an executed Firm Service Agreement shall provide the information required by NAESB WGQ Standard 5.4.1.

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Superseding: Second Revised Sheet No. 255

#### 10.5 Offer to Release Capacity

Offers to Release Capacity must be submitted in accordance with the schedules set forth in Subsection 10.4. Such offers must be in writing and on the release form provided by Sabine (hereinafter called Releasing Shipper's Offer) or provided electronically. Sabine shall post the Releasing Shipper's Offer on its Internet web site (web site). The posting of the Offer will also include the maximum reservation rate applicable to the capacity, the date and time by which bids must be submitted in accordance with the capacity release timetable, and the date and time the Offer is posted. No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the posting and bidding requirements set forth in this Section 10. Releasing Shipper may withdraw an offer to release capacity at any time prior to the receipt by Sabine of a bid for the capacity that meets the Releasing Shipper's minimum bid specifications. All offers will be considered binding until written or electronic notice of withdrawal is received by Sabine.

Any Shipper offering to release all or part of its firm capacity under an executed Firm Service Agreement shall provide the information required by NAESB WGQ Standard 5.4.1.

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**First Revised Sheet No. 261** First Revised Sheet No. 261 : Effective  
Superseding: Original Sheet No. 261

#### 10.7 Submittal of Bids

During the open season and bid submittal periods, all valid bids (excluding bidder's name) will be posted. All bids will be binding until written or electronic notice of withdrawal is received by Sabine. A bid may be withdrawn prior to the close of the bidding period, but the withdrawing bidder may not rebid on the same capacity at a lower rate. Invalid bids will not be posted. There will be no extensions of the original bid period or the prearranged deal match period.

Prior to bidding on any Offer to Release Capacity, a bidder must prequalify by satisfying the credit worthiness requirements in Subsection 10.13. All bids for capacity shall be transmitted via mail, telefax, or electronically to Sabine. Sabine shall date and time stamp all written bids as they are received. A separate bid is required for each separate Releasing Shipper's Offer. The price bid on any Offer to Release Capacity must be submitted on a reservation rate basis or on a volumetric basis calculated at the 100% load factor derivative of the Maximum Reservation Rate. Any volumetric bids should only relate to the reservation rate, since the usage rate used to determine the usage charges and any other volumetric charges will be billed by Sabine directly to the Replacement Shipper and will not be considered in the determination of the best bid. All bids on Temporary Releases of capacity must be for the specified Receipt and Delivery Points set forth in the Releasing Shipper's offer. Any Prequalified Bidder submitting a bid for all or part of any released capacity shall provide the information required by NAESB WGQ Standard 5.4.2.

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**Original Sheet No. 265** Original Sheet No. 265 : Effective

#### 10.9 Determination of Best Bid

At the close of the bid period, Sabine will review each bid to determine whether a bid will be deemed eligible for consideration as the best bid. Any bid deemed ineligible shall be eliminated from consideration. Bids will be deemed ineligible if:

- a) Bidder has not prequalified in accordance with Subsection 10.13.
- b) Bidder has not submitted its bid prior to the deadline posted by Sabine on its Internet web site (web site).
- c) The Bid for Released Capacity does not meet the minimum criteria established in the Releasing Shipper's Offer.

As specified in the Releasing Shipper's Offer, each bid deemed eligible for consideration will be evaluated using one of the following methods: highest rate, net revenue, or present value. If the Releasing Shipper elects to accept volumetric bids, the Releasing Shipper must have also specified the method to rank competing volumetric and reservation charge bids.

Sabine will evaluate and rank all bids and will award bids, best bid first, until all offered capacity is awarded. Each bid shall be subject to the rights of a Prearranged Bidder to match the bid in accordance with Subsection 10.11.

If no bids meet the minimum requirements of the Releasing Shipper's Offer, Sabine shall calculate the best bid pursuant to this section or the criteria set forth in the Releasing Shipper's Offer and make the best bid available to the Releasing Shipper, who will have the option to refuse or accept such bid.

If there is a tie for the best bid, and there is no Prearranged Bidder who has agreed to match the best

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bid, the bids will be ranked by means of a lottery, with all capacity being allocated to the winner(s), unless the offer to release capacity specifies a different tie breaker.

#### 10.10 Award of Capacity and Posting of Bids

Upon determination and acceptance of the best bid(s), the winning Replacement Shipper(s) will be notified in writing or electronically by Sabine. Sabine will post notice on Sabine's Internet web site (web site) that the capacity has been awarded. The notice will include the Replacement Shipper's name(s) and the price, reservation quantity and term of the best bid. A Confirmation Letter incorporating the terms of the accepted bid, shall be tendered and executed by the Replacement Shipper(s) prior to Sabine's nomination deadline for the flow of gas utilizing the released capacity.

If no bids are submitted by the bid deadline, the Releasing Shipper's Offer shall be removed from Sabine's Internet web site (web site).

#### 10.11 Prearranged Releases

##### a) Prearranged Releases Subject to Bidding

A Releasing Shipper may arrange for its own Replacement Shipper. The Prearranged Replacement Shipper must meet all of the requirements established for bidders pursuant to this Section 10. If the Prearranged Replacement Shipper agrees to pay the maximum reservation charge applicable to the Releasing Shipper's service, for the full released quantity and term offered by the Releasing Shipper, and the Prearranged Replacement Shipper satisfies all of the requirements of this Section 10, the Prearranged Bid will be deemed the best bid, and a Confirmation Letter must be executed in accordance with this Section 10 and the terms of Sabine's FERC Gas Tariff. Sabine shall thereafter post on its Internet web site (web site) the identity of the Prearranged Replacement Shipper, and the terms upon which the capacity was released.

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bid, the bids will be ranked by means of a lottery, with all capacity being allocated to the winner(s), unless the offer to release capacity specifies a different tie breaker.

#### 10.10 Award of Capacity and Posting of Bids

Upon determination and acceptance of the best bid(s), the winning Replacement Shipper(s) will be notified in writing or electronically by Sabine. Sabine will post notice on Sabine's Internet web site (web site) that the capacity has been awarded. The notice will include the Replacement Shipper's name(s) and the price, reservation quantity and term of the best bid. A Confirmation Letter, incorporating the terms of the accepted bid and requesting that the Replacement Shipper execute and return the letter, shall be tendered by Sabine within one (1) hour of award posting. If the Replacement Shipper(s) nominates gas flow utilizing the released capacity prior to executing and returning the Confirmation Letter to Sabine, such Confirmation Letter shall be deemed executed by Replacement Shipper(s).

If no bids are submitted by the bid deadline, the Releasing Shipper's Offer shall be removed from Sabine's Internet web site (web site).

Releases for any period of thirty-one (31) days or less, a release of capacity for more than one year at the maximum tariff rate, a release to an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)), or releases to a marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)), are exempt from advance posting and bidding set forth in this Section 10. However, the Releasing Shipper must provide the terms of such releases to Sabine for informational posting purposes at the time of the release. When a capacity release for thirty-one (31) days or less is exempt from posting and bidding requirements, a Releasing Shipper may not rollover or extend the release unless it complies with the posting and bidding requirements, and may not re-release to the same Replacement Shipper using the thirty-one (31) days or less bidding exemption until twenty-eight (28) days after the first release period has ended.

If the Prearranged Replacement Shipper has not agreed to the maximum rate, term and release quantities, the Offer to Release Capacity will be posted in accordance with Subsection 10.5. If Sabine does not receive a better bid by the bid deadline, the Prearranged Bid shall be deemed the best bid, and a Confirmation Letter must be executed by the Prearranged Replacement Shipper in accordance with this Section 10 and the terms of Sabine's FERC Gas Tariff. If Sabine receives a better bid by the bid deadline, the Prearranged Replacement Shipper shall have two (2) Business Days to match the terms of the better bid. If the Prearranged Replacement Shipper matches the better bid, the capacity shall be awarded to the Prearranged Replacement Shipper and a Confirmation Letter must be executed by the Prearranged Replacement Shipper. If the Prearranged Replacement Shipper fails to match the best bid, the capacity will be awarded to the party making the best bid in accordance with the terms specified in Subsection 10.9.

b) Prearranged Releases Not Subject to Bidding

A Releasing Shipper may release its firm capacity to a Prearranged Replacement Shipper for a term of 31 days or less without prior posting or bidding for the released capacity. The Releasing Shipper and its Prearranged Replacement Shipper shall notify Sabine of the terms of the prearranged release. Sabine will post on its Internet web site (web site) an announcement of the release within forty-eight (48) hours after the transaction commences. The Prearranged Replacement Shipper must comply with the prequalification requirements applicable to the bid process and the creditworthiness requirements of this Section 10. The Prearranged Replacement Shipper shall also execute a Confirmation Letter for the released capacity at the rate and for the term specified in the aforementioned notice to Sabine. Once the term of the release hereunder has expired, the Releasing Shipper cannot rollover or extend the release period, or re-release its

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Shipper shall also execute a Confirmation Letter for the released capacity at the rate and for the term specified in the aforementioned notice to Sabine. Once the term of the release hereunder has expired, the Releasing Shipper cannot rollover or extend the release period, or re-release its

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capacity to the same Replacement Shipper under this provision until twenty-eight (28) days or more have elapsed since the termination of the prior release. However, the Releasing Shipper may release the capacity to the same Replacement Shipper if the capacity is posted for bidding under the provisions of Subsection 10.11 a.

10.12 Crediting of Revenue for Temporary Releases

The Replacement Shipper shall pay a reservation charge and a usage charge for use of the released capacity. A Replacement Shipper will be billed by Sabine and shall make payments to Sabine in accordance with the terms of the Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity and the applicable Confirmation Letter. For capacity releases other than a permanent release, Sabine shall bill the Releasing Shipper its Reservation Charge reflecting a credit of the Reservation Charge billed to the Replacement Shipper. The Releasing Shipper will receive all revenue generated by a temporary Replacement Shipper's payment of reservation charges for the released capacity. In the event the Releasing Shipper receives transportation service at a discounted rate that is less than the rate paid by the Replacement Shipper, the Releasing Shipper, at its option, will be entitled to receive an additional credit or a refund of the difference. However, the Releasing Shipper shall remain liable for the Reservation Charge and Sabine will bill the Releasing Shipper for any Reservation Charges not paid by the Replacement Shipper and any associated interest on late payments during the next billing cycle. The Replacement Shipper shall be obligated to pay Sabine the usage rate negotiated between the Replacement Shipper and Sabine, all associated volumetric surcharges applicable to the quantities Sabine transports under the Replacement Shipper's Firm Service Agreement, including Fuel Gas and Unaccounted For Gas reimbursement, and any penalties assessed in connection with the Replacement Shipper's use of the released capacity. Sabine will retain the usage rate, associated volumetric surcharges, and any penalty revenues.

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Superseding: Original Sheet No. 269  
10.13 Prequalification of Credit Worthiness

All parties desiring to bid on firm capacity offered by a Releasing Shipper and all prearranged Replacement Shippers must meet Sabine's credit worthiness requirements and be prequalified before bidding on any Offer To Release Capacity. All parties desiring to bid on firm capacity offered by a Releasing Shipper shall submit to Sabine at least five (5) Business Days prior to the date on which bids for the firm capacity are to be received, credit information sufficient for Sabine to determine the party's credit worthiness, unless Sabine agrees it has already determined the bidder to be credit worthy or to have suitable credit on file with Sabine. A bidder's credit worthiness shall be assessed in accordance with the terms of Section 24 of the General Terms and Conditions. If a bidder does not qualify under Sabine's credit worthiness standards, the bidder shall either provide a letter of credit in a satisfactory form and from a financial institution acceptable to Sabine, a guaranty from a party satisfying Sabine's credit worthiness standards, or a cash deposit equal to the lesser of (i) the maximum charges (including reservation charge, usage charge and surcharges) payable for the term of the release, or (ii) the maximum charges (including reservation charge, usage charge and surcharges) payable for the first three full months of the release. A party that does not qualify as a credit worthy bidder is ineligible to bid on capacity. After Sabine has determined a bidder credit worthy and eligible to bid, Sabine will issue a Bidder Prequalification Number to the bidder. Once a bidder is issued a Bidder Prequalification Number it is not necessary for that bidder to resubmit credit information for prequalification except as requested by Sabine.

In the case of releases not subject to bidding, the prearranged Replacement Shipper must prequalify at least five (5) Business Days prior to Sabine's nomination deadline for transportation using the released capacity. In all other respects, the terms

and conditions applicable to bidders also apply to the prearranged Replacement Shippers who have not otherwise complied with the above requirements.

10.14 Responsibilities of Releasing Shippers

The Releasing Shipper shall remain fully liable under its existing Firm Service Agreement with Sabine for the payment of all reservation charges each month for the full contract quantity, whether or not such quantity has been released. A Shipper may release all or part of its firm capacity on a permanent or temporary basis. The Releasing Shipper will remain obligated to pay the difference, if any, between the accepted bid and the applicable rate for the remainder of the existing agreement term. A Releasing Shipper shall be responsible for notifying, or causing to be notified, its Replacement Shipper prior to exercising recall rights. Sabine has the right to rely on a Releasing Shipper's notice and a Releasing Shipper shall defend and indemnify Sabine against any claims, losses, liabilities or expenses resulting from claims by any Replacement Shipper that firm capacity was not recalled in accordance with the recall rights specified by the Releasing Shipper in its offer.

10.15 Responsibilities of Replacement Shippers

A Replacement Shipper awarded capacity under a permanent release shall execute a separate Firm Service Agreement with Sabine for the released capacity at the rate bid by the Replacement Shipper and accepted by the Releasing Shipper up to the maximum rate and for the primary term originally set forth in the Releasing Shipper's Agreement with Sabine. A Replacement Shipper who is awarded firm capacity pursuant to a Temporary Release shall execute a Confirmation Letter for the released capacity at the rate and for the term bid by the Replacement Shipper. A Replacement Shipper who is awarded firm capacity under a Temporary Release Subject To Recall shall execute a Confirmation Letter

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for the released capacity, subject to the right of recall, at the rate and for the term bid by the Replacement Shipper.

10.16 Marketing Fees

Sabine may negotiate with a Releasing Shipper and receive a mutually agreeable fee for taking action to market Releasing Shipper's firm capacity so long as such actions constitute more than merely posting the Releasing Shipper's Offer. Sabine and the Releasing Shipper will negotiate the level of activity to be undertaken by Sabine to market the capacity and the fee to be paid by the Releasing Shipper to Sabine for such activity.

10.17 Offers to Purchase Firm Capacity

Sabine agrees to post on Sabine's Internet web site (web site) offers to purchase firm capacity. Each offer will remain on Sabine's web site for a minimum of five (5) Business Days before it is removed, unless the party offering to purchase capacity notifies Sabine prior to the expiration of any five-Day period that it wishes to extend the posting for an additional five (5) Business Days.

10.18 Notifications to Releasing Shipper (NAESB WGQ 5.3.60)

For temporary releases of firm capacity, Sabine shall provide the Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Sabine to the Releasing Shipper's Replacement Shipper(s), of the following:

- a) Notice to the Replacement Shipper regarding the Shipper's past due, deficiency, or default status pursuant to this tariff;
- b) Notice to the Replacement Shipper regarding the Shipper's suspension of service notice;
- c) Notice to the Replacement Shipper regarding the Shipper's contract termination notice due to default or credit-related issues; and
- d) Notice to the Replacement Shipper that Shipper is no longer creditworthy and has not provided credit alternative(s) pursuant to this tariff.

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11. PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL PROCEDURES

11.1 Applicability

A Shipper receiving firm transportation service under an executed Firm Service Agreement has a right of first refusal to retain its firm transportation service if the Firm Service Agreement is at the maximum tariff rate and for a term of twelve (12) or more months of consecutive service. A Shipper's Firm Service Agreement subject to a negotiated or discounted rate may contain a Contractual ROFR.

A Shipper's right of first refusal will apply: (a) at the end of the primary term for a Firm Service Agreement which does not have an evergreen provision, or (b) for a Firm Service Agreement which has an evergreen provision, in the event that Sabine provides notice that it will terminate the Firm Service Agreement at the expiration of a primary term or any subsequent roll-over term.

Any Shipper receiving transportation service provided under an Interruptible Service Agreement or a Firm Service Agreement which has a primary term of less than one (1) year, and which may or may not have an evergreen provision, does not have the right of first refusal to retain its interruptible or firm transportation service at the expiration of a primary term or any subsequent roll-over term.

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11.2 Posting of Capacity

At least thirty (30) Days prior to the effective termination date of a Firm Service Agreement with a term of twelve (12) or more consecutive months of service, whether such date is specified in the Service Agreement or Sabine's notice of termination as allowed by such Firm Service Agreement, Sabine shall post on its Internet web site (web site) the capacity which will be available upon the termination of such Shipper's Firm Service Agreement and whether such capacity is subject to an existing Shipper's right of first refusal. The capacity will be posted until five (5) Business Days prior to Sabine's nomination deadline

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for the month after the effective termination date of the Firm Service Agreement.

The posting will include the primary points of receipt and delivery, the available Maximum Daily Reservation Quantity and the Maximum Daily Quantity for each Primary Point, the termination date of the firm contract, and the applicable maximum rate.

#### 11.3 Bidding On Capacity

Upon posting of available capacity, Sabine shall receive bids in writing from eligible bidders who have executed a Form of Service Agreement Applicable to Temporary Firm Transportation Service Pursuant to Award of Released Capacity. Bids must be submitted on Sabine's "Bid for Released Firm Capacity" form, as prescribed in Section 10 of this FERC Gas Tariff, and must be received by Sabine no later than 9:00 a.m. Central Time on the bid deadline date. Sabine will post the relevant terms of all eligible bids, other than the bidder's name, one Business Day after each bid is received by Sabine. Sabine will determine the best bid in accordance with the Capacity Release provisions set forth in Section 10 of the General Terms and Conditions.

#### 11.4 Right of First Refusal

If the right of first refusal applies, Sabine will notify an existing Shipper of the best bid received which Sabine is willing to accept. Shipper must provide Sabine written notification, which may be transmitted by facsimile or other similar electronic means, that it intends to exercise its right of first refusal. Shipper shall have a specified time, but not less than five (5) Business Days, within which Shipper must match the best bid. In order to match the best bid, Shipper must agree to pay a rate up to the maximum rate, for a contract term that will provide Sabine at least the same net present value, calculated in accordance with Section 10.9 of the General Terms and Conditions. If Shipper matches the best bid, Sabine and Shipper will enter into a new Service Agreement,

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or modify the existing Service Agreement, reflecting the terms of the best bid. If Shipper fails to match the best bid within the time allowed by Sabine, Shipper's existing Firm Service Agreement will be abandoned upon the termination of the Firm Service Agreement and Sabine will enter into a new Firm Service Agreement with the Shipper(s) offering the best acceptable bid.

#### 11.5 Acceptable Bids

In the event Sabine does not receive any bids for Shipper's capacity or any bids which are acceptable to Sabine, Shipper shall have the right to retain its firm capacity at the maximum rate applicable thereto, or any negotiated discount agreed to by Sabine, for an additional term as requested by Shipper. If Shipper refuses to renew its existing Firm Service Agreement at the maximum rate, absent an agreement by Sabine to discount, such Service Agreement shall be subject to abandonment upon its termination.

#### 11.6 Abandonment

Sabine shall be relieved of its transportation service obligations for any Interruptible Service Agreement and for any Firm Service Agreement with a primary term of less than one (1) year, regardless of any subsequent roll-over term provided by an evergreen provision, upon the expiration or termination of such Service Agreement. Sabine shall be relieved of its transportation service obligations for any Firm Service Agreement that is eligible to be renewed under the right of first refusal procedures upon the expiration of such Service Agreement, if that Shipper gives notice to terminate its Firm Service Agreement pursuant to the provisions contained therein, or Shipper fails to match the best bid under its right of first refusal option as described in Subsection 11.4.

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12. GAS QUALITY

12.1 Specifications

All gas received by Sabine from Shipper shall conform to the following quality specifications:

- a) Heating Value. The gas shall have a heating value of not less than nine hundred seventy Btus per standard cubic foot (970 Btus/Scf).
- b) Water Vapor. The gas shall not contain more than seven pounds of water per million standard cubic feet (7 lbs/MMcf).
- c) Oxygen. The gas shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen.
- d) Carbon Dioxide and Nitrogen. The gas shall not contain more than three percent (3%) by volume of a combined total of carbon dioxide and nitrogen.
- e) Hydrogen Sulfide. The gas shall not contain more than one-quarter grain of hydrogen sulfide per one hundred standard cubic feet (1/4 gr/100 Scf).
- f) Mercaptans. The gas shall not contain more than one-quarter grain of mercaptans per one hundred standard cubic feet (1/4 gr/100 Scf).
- g) Total Sulfur. The gas shall not contain more than five grains of total sulfur per one hundred standard cubic feet (5 grs/100 Scf).
- h) Dust, Gums and Solid Matter. The gas shall be commercially free from dust, gums, gum-forming constituents, and other solid matter.
- i) Liquid Hydrocarbons. The gas shall be free of hydrocarbons in liquid form at the temperature and pressure at which the gas is received, as determined by using the Peng-Robinson equation of state to calculate a hydrocarbon dew point temperature of the gas and assessing whether liquids will drop out once the gas is received into the pipeline under existing pipeline conditions, i.e., when the dew point temperature of the gas when received by the pipeline is higher than the temperature of gas in the pipeline.

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- j) Liquid Water. The gas shall be free of water in liquid form at the temperature and pressure at which the gas is received.
- k) Temperature. The gas shall not have a temperature of more than one hundred twenty degrees Fahrenheit (120F).

#### 12.2 Refusal to Accept

If the gas tendered for transportation by Shipper shall fail at any time to conform to any of the quality specifications set forth above, Sabine may refuse to accept further quantities of gas pending correction by Shipper.

#### 12.3 Commingling

Gas received from each Shipper will be commingled with the gas of other Shippers in the system. Accordingly, the gas of Shipper shall be subject to such changes in heating value and other specifications as may result from such commingling.

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13. MEASUREMENT

13.1 Procedures

Measurement will be according to the Second Edition of ANSI/API 2530-1985, entitled, "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as amended or revised, hereinafter referred to as "ANSI/API 2530".

13.2 Unit of Volumetric Measurement

The unit of volume for all purposes hereunder shall be one standard cubic foot (1 Scf) as defined in Subsection 1.23 of Section 1 of the General Terms and Conditions. Correction for the deviation of the gas from Boyle's Law at the pressures, temperatures and specific gravities under which the gas is received or delivered hereunder will be according to ANSI/API 2530.

13.3 Atmospheric Pressure

Atmospheric pressure shall be assumed to be fourteen and seven tenths pounds per square inch absolute (14.7 psia) regardless of the actual elevation or location of the Receipt or Delivery Point(s) above sea level or variations of the actual atmospheric pressure at which the gas is measured.

13.4 Temperature

Temperature shall be determined by means of a recording thermometer of standard manufacture acceptable to both Sabine and Upstream or Downstream Operator and installed to properly record the temperature of the gas received and delivered hereunder. The average temperature recorded during the twenty-four (24) hour period from the recording thermometer shall be deemed to be the gas temperature for that Day.

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### 13.5 Specific Gravity

Specific gravity shall be determined by means of a recording gravity instrument (Gravitometer or Chromatograph) of standard manufacture acceptable to both Sabine and Upstream or Downstream Operator and installed to properly record the specific gravity of the gas received and delivered hereunder. The average specific gravity recorded during the twenty-four (24) hour period from the recording gravity instrument shall be deemed to be the specific gravity of the gas for that Day. All composite samples shall be retained for a minimum period of thirty (30) Days for verification in the event of a disagreement.

### 13.6 Heating Value

Heating value shall be determined by a calorimeter, chromatograph, or other Btu measurement device of standard manufacture acceptable to both Sabine and Upstream or Downstream Operator and installed to properly record the heating value of the gas received and delivered hereunder. The average heating value recorded during the twenty-four (24) hour period from the Btu recording device shall be deemed to be the heating value of the gas in British thermal units for that Day. The Btu recording device shall be tested using a laboratory grade sample of known Btu and component content. All composite samples shall be retained for a minimum period of thirty (30) Days for verification in the event of a disagreement.

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#### 13.7 Prior Period Adjustments

The cutoff for the closing of measurement is five (5) Business Days after the business month. Prior period meter adjustments will be treated by taking the adjustment back to the production month. Missing or late measurement data will be estimated by the measuring party, with the actual data then treated as a prior period adjustment.

Measurement data corrections will be processed within six (6) months of the production month, with a three (3) month rebuttal period, in accordance with NAESB WGQ Standard 2.3.14. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

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14. METERING AND PIPELINE FACILITIES

14.1 Metering Facilities

Upon agreement with Sabine, either Sabine or an interconnecting Operator may install, own, maintain and operate metering facilities properly equipped with orifice meters and other necessary measuring equipment required to measure the quantities of gas received into Sabine's System or delivered from Sabine's System. Such metering facilities shall be located at or near the Receipt or Delivery Point(s).

14.2 Check Meters

Either Sabine or the interconnecting Operator may, at its option and expense, install and operate check meter(s) to check the other party's meters.

14.3 Access to Metering Facilities

Either Sabine or the interconnecting Operator shall, at all reasonable times, have access to the other party's metering and regulating facilities for inspection and checking, but the reading, calibration and adjustment thereof shall be done only by the Operator of such metering and regulating facilities.

14.4 Calibration and Testing

At least once each month, either Sabine or the interconnecting Operator will calibrate its meters and measuring equipment and if so requested, in the presence of representatives of the other party, and the parties shall jointly observe any adjustments which are made to the meters or measuring equipment, should such adjustments be necessary. Likewise, any calibration and adjustment of the other party's check meters shall be jointly observed by representatives of both parties. Each party shall give to the other party notice of the time of all tests of meters at least five (5) Days in advance of the holding of the test so that the other party may conveniently have its representatives present. If the required notice

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of a meter test has been given and the party receiving such notice is not present or represented at the time set, the other party may proceed with the test and any necessary adjustment.

#### 14.5 Orifice Meters

Orifice meters shall be installed and gas quantities measured, in accordance with the standards prescribed in ANSI/API 2530.

#### 14.6 Electronic Flow Computers or Telemetry Equipment

It is recognized that telemetry equipment, electronic flow computers or other types of flow computers have been developed that permit direct computation of gas quantities without the use of charts. Where the substitution of these devices is deemed acceptable by mutual agreement between Sabine and the interconnecting Operator, in exercise of their reasonable judgment, the use of electronic flow computers for custody transfer will be permitted.

#### 14.7 New Measurement Techniques

If at any time a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted by mutual agreement between Sabine and the interconnecting Operator.

#### 14.8 Correction of Metering Errors

If upon any test, the percentage of inaccuracy of any measuring equipment is found to be in error by not more than two percent (2%), the previous recordings of such equipment shall be considered accurate in computing receipts and deliveries, but such equipment shall be adjusted at once to record accurately. If upon any test, the percentage of inaccuracy of any measuring equipment is found to be in error by more than two percent (2%), the registration thereof shall be corrected for a period extending back to the time such inaccuracy occurred, or if such time is not

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ascertainable, then back one-half of the time elapsed since the date of last calibration, but not to exceed sixteen (16) days.

#### 14.9 Failure of Metering Equipment

If for any reason, meters are out of service or out of repair so that the amount of gas received or delivered cannot be ascertained or computed from the reading thereof, the gas received or delivered through the period such meters are out of service or out of repair shall be determined and agreed upon by Sabine and the interconnecting Operator upon the basis of the data available, using the first of the following methods which is feasible:

- a) By using the registration of any check meter(s), if installed and accurately registering;
- b) By using the registration of telemetry equipment connected to Sabine's or Operator's metering facilities, if installed and accurately registering;
- c) By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation;
- d) By determining the quantity of receipts or deliveries during the preceding periods under similar conditions when the meter was registering accurately.

#### 14.10 Preservation of Measurement Records

Upon request of either Sabine or the Operator, each party will submit to the other party records and charts from its measuring equipment, together with calculations therefrom, for the other party's inspection and verification and copying, if desired, subject to return within thirty (30) Days after the receipt thereof. Sabine, however, shall only be required for the purposes hereof, to retain the charts and records referred to herein for a period of two (2) years from the date of the charts and

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preparation of said records, or such other period as shall be required by the FERC.

#### 14.11 Properties and Facilities

Sabine shall only be responsible for the maintenance and operation of its own properties and facilities and shall not be responsible for the maintenance or operation of any other properties or facilities connected in any way with the transportation of gas.

#### 14.12 Construction of Facilities

Unless otherwise agreed, Sabine will construct, install, own, maintain and operate lateral pipelines and metering facilities properly equipped with orifice meters and other necessary measuring equipment required to measure the quantities of gas received into Sabine's System or delivered from Sabine's System. The metering and regulating facilities are to be installed at a location which, in Sabine's reasonable judgement, is practical, convenient and readily accessible. The Operator/Shipper shall provide the exhibits necessary to support any needed FERC proceedings or permits required by any other governmental agency. Unless otherwise agreed, Sabine may require the Operator/Shipper to contribute an aid-to-construction amount to Sabine up to the cost of the facilities, including all costs involved in the filing of applications, pursuing approvals and obtaining all licenses and permits required for transportation services or construction, and further, amounts necessary to reimburse any costs, including any income taxes that may be incurred by Sabine as a result of the aid-to-construction contribution. Shippers, whether new or existing, shall bear all costs and expenses attributable to the construction or acquisition of any lateral pipelines or expansions of existing lateral pipelines or measurement facilities.

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FERC Docket: CP00-24-001

**Original Sheet No. 283** Original Sheet No. 283 : Effective

#### 14.13 Alterations and Repairs

Sabine shall have the right to interrupt the transportation of gas when necessary to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, its System, or otherwise related to the operation thereof. Sabine shall endeavor to cause a minimum of inconvenience and, except in the cases of emergency, shall give advance notice of its intention to interrupt the transportation of gas and of the expected magnitude of such interruptions.

#### 14.14 Quality Control and Electronic Communication Equipment

Sabine shall have the right to collect from the interconnecting Operator/Shipper the cost of any gas analysis, quality control and/or electronic communication equipment which Sabine, in its reasonable discretion, determines is required at any Receipt Point(s) or Delivery Point(s) to monitor the quality and quantity of gas received or delivered by Sabine.

#### 14.15 Installation of Flow Control Equipment

Sabine may construct, install, and operate flow control equipment, telemetry equipment or electronic flow computers, at any location on its system, whenever Sabine determines in its reasonable judgment, that such equipment will contribute to the safe, reliable, efficient and orderly operational integrity of its system.

#### 14.16 Regulatory Precedence

Nothing in this Section 14 shall require Sabine to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Sabine reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during any proceeding before the FERC

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*FERC Docket: CP00-24-001*

**Original Sheet No. 284** Original Sheet No. 284 : Effective

instituted under Section 7 of the Natural Gas Act. Sabine reserves the right to change its rates or any of the provisions of its General Terms and Conditions at its discretion, subject to receiving the necessary approvals, either through a Section 4 Rate filing or other appropriate means.

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FERC Docket: RP06-265-000

**First Revised Sheet No. 285** First Revised Sheet No. 285 : Effective

Superseding: Original Sheet No. 285

15. CONTEMPORANEOUS COMMUNICATION OF INFORMATION

15.1 Information Available

Sabine will maintain all information required pursuant to Sections 250.16, 284.12 and 284.13 of the Commission's regulations, plus additional information as Sabine determines to be beneficial to its customers. Such information will include, but not be limited to:

- a) Availability and pricing of transportation services;
- b) All uncommitted capacity on Sabine's system available for firm and interruptible transportation services, including firm capacity becoming available but subject to an existing firm Shipper's right of first refusal;
- c) Operational Flow Orders indicating the events or conditions threatening the operational integrity of Sabine's system or limiting Sabine's ability to provide efficient and reliable transportation services, anticipated duration of the OFO and affected segments of Sabine's system and specific actions required by Shippers necessary to comply with an Operational Flow Order.
- d) All information related to Capacity Release, including Offers to Release Capacity, Bids for Released Capacity, posting of winning and losing bids and Offers to Purchase Capacity;
- e) A listing of each Receipt and Delivery Point, and whether the allocation method to be applied at a particular point is covered by an Operational Balancing Agreement or a Predetermined Allocation, and any changes in the allocation method at a particular point;
- f) Sabine's marketing affiliate log;

Effective Date: 04/01/2006 Status: Effective  
FERC Docket: RP06-265-000

**Third Revised Sheet No. 286** Third Revised Sheet No. 286 : Effective  
Superseding: Second Revised Sheet No. 286

- g) Any information related to transportation of natural gas on Sabine's system provided to a Sabine marketing affiliate on a contemporaneous basis by posting such information for electronic access;
- h) Sabine's log of waivers of discretionary tariff provisions;
- i) Other information of major importance regarding Sabine's transportation services;
- j) Pipeline tariff;
- k) Index of customers.

Each month, Sabine will review and purge outdated information from its Internet web site (web site).

#### 15.2 Electronic Access of Information

Sabine will provide twenty-four (24) hour electronic access to the information described in Subsection 15.1 through its Internet web site (web site). Information is available at no charge to the user and may be accessed on Sabine's Internet web site (web site) at [www.sabinepipeline.com](http://www.sabinepipeline.com). Information on the web site may be downloaded by a user. The documents identified in NAESB WGQ Standard 4.3.23 are available in hyper-text mark-up language (HTML) format.

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00-24-001

**Original Sheet No. 286A** Original Sheet No. 286A : Effective

Sabine will support third-party value added network (VAN) connections with the same information handling and response priority provided by standard Internet services. All third-party VAN charges will be the responsibility of the third-party. Sabine will charge an initial setup fee of two hundred dollars \$200.00.

Upon written request, Sabine will furnish, within seven (7) calendar Days, a cross-reference table for numeric designations used to represent names or other information in electronic format. The party requesting this information agrees to pay Sabine thirty dollars (\$30.00) for the cost of shipping and handling.

#### 15.3 Traditional Access of Information

Information described in Subsection 15.1 will be available for public inspection at Sabine's corporate offices in Houston, Texas, during regular business hours. Upon written request, Sabine will mail copies of this information to interested persons within seven (7) calendar days. The party requesting information agrees to pay fifty dollars (\$50.00) for the cost of providing the requested information.

#### 15.4 Archived Information

Sabine will archive daily back-up records of the information stored electronically and maintain such records for a period of three years. Parties interested in reviewing historical information must identify and request in writing the

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FERC Docket: RP09-378-000

**First Revised Sheet No. 287** First Revised Sheet No. 287  
Superseding: Original Sheet No. 287

daily back-up information they are interested in reviewing. Upon receiving a written request, Sabine will collect the daily back-up information requested and make it available to the requesting party either electronically or in hard-copy form within seven (7) calendar days. The party requesting information agrees to pay fifty dollars (\$50.00) for the cost of gathering the requested information and making the information available whether such information is provided in hard-copy or electronic format.

15.5 Maintenance of Internet web site (web site)

Information maintained on Sabine's Internet web site (web site) is divided into several documents in order to provide separate access to particular topics of interest. Sabine will take necessary steps to ensure ease of use of the web site and that it operates in a manner which facilitates the dissemination of available information. Notwithstanding the foregoing, Sabine is authorized to perform maintenance on its website and supporting systems for purposes of ensuring technologically current and secure web services. In the event these activities will result in web site outages or could potentially result in such outages, Sabine shall provide its Shippers with notice postings of same on its web site before the activities are undertaken. Sabine will use its best efforts to schedule and perform such maintenance or upgrades such that its Shippers shall not be precluded from conducting business during the hours of 6:00 AM and 10:00 PM Central Clock Time. In the event such maintenance should be required between the hours of 6:00 AM and 10:00 PM Central Clock Time, Sabine shall provide its Shippers with alternative methods of conducting business. Details of such alternative methods shall be outlined in the notice, as well as the date(s), times, and anticipated duration of such activities.

15.6 Announcements

Any information Sabine determines to be of major importance regarding its transportation services will be mailed to all persons on Sabine's current mailing list.

15.7 Mailing List

Sabine will maintain a mailing list to communicate to Shippers and potential Shippers any information of major importance regarding Sabine's transportation services. The mailing list will include all current transportation customers, all persons who have pending requests for transportation or for information regarding Sabine's transportation services, and other persons who Sabine determines may be interested in such information.

*Effective Date: 04/01/2006 Status: Effective*  
*FERC Docket: RP06-265-000*

**First Revised Sheet No. 288** First Revised Sheet No. 288 : Effective  
Superseding: Original Sheet No. 288

16. COMPLAINT PROCEDURES

16.1 Shipper Complaints

Any Shipper or potential Shipper (hereafter Complainant) who believes that Sabine has unduly discriminated against that Complainant, may file a complaint with Sabine. All complaints shall be in writing and sent to Sabine, Attention: Vice President. Such complaint shall list all alleged discriminatory practices or unfair treatment and provide all evidence supporting the allegations.

16.2 Sabine's Investigation

Upon receipt of a written complaint, Sabine shall date-stamp such complaint and acknowledge receipt of the complaint by letter within forty-eight (48) hours. Sabine will promptly begin to review and attempt to resolve the complaint.

16.3 Discussion of Complaints

Sabine will make available a representative to discuss the allegations with the Complainant at Sabine's corporate offices during normal business hours within five (5) working days of receipt of a complaint. The purpose of such a meeting is to attempt to informally resolve any problems and/or continue the gathering of facts and information concerning the alleged undue discrimination or unfair treatment.

16.4 Response to Complaints

Sabine will provide a written response to all complaints within thirty (30) Days of the receipt of the written complaint as described in Subsection 16.1. It is Sabine's policy to comply with all applicable regulations while continuing to work with its customers to resolve any concerns regarding its transportation services. Sabine's priority is to resolve all complaints on an informal basis knowing that most problems are based on misunderstandings, rather than any willful violation of the Commission's regulations.

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*FERC Docket: GT02- 16-000*

**First Revised Sheet No. 289** First Revised Sheet No. 289 : Effective  
Superseding: Original Sheet No. 289

17. SHARED PERSONNEL AND FACILITIES

17.1 Officers and Directors

Sabine does not share any operating employees with any of its marketing affiliates.

17.2 Shared Facilities

Sabine does not share any facilities with any of its marketing affiliates.

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FERC Docket: CP00- 24-001

**Original Sheet No. 290** Original Sheet No. 290 : Effective

18. LIABILITY AND WARRANTY

18.1 Liability

Sabine will be deemed in control and possession of the gas transported hereunder only when and to the extent that such gas is in and is being handled by the facilities owned, leased or operated by or for Sabine as set forth herein for the performance of Sabine's obligations under any Service Agreement. The party in control and possession of the gas will be responsible for and shall indemnify the other party with respect to any losses, injuries, claims, liabilities or damages caused thereby and occurring while the gas is in its possession.

18.2 Warranty of Title

Sabine and Shipper hereby warrant to each other that at its time of receipt and delivery of gas hereunder it will have good title or the good right to receive or deliver such gas, and that such gas shall be free and clear of all liens and adverse claims; and each party agrees, with respect to the gas received or delivered by it, to indemnify the other against all suits, actions, debts, accounts, damages, costs (including attorney's fees), losses, and expenses arising from or out of any adverse claims of any and all persons to or against said gas.

18.3 Standard of Performance

Sabine shall operate its pipeline system as a prudent pipeline operator would and in such capacity shall have full operational control of all components of its pipeline system. Pursuant to this standard, Sabine may use commingled supplies of natural gas of all Shippers in providing services to other Shippers, but such use of commingled supplies of natural gas shall not relieve Sabine of its obligations to provide service in accordance with the terms of its Rate Schedules, General Terms and Conditions and Service Agreements. This standard does not, however, cause Sabine to be responsible and/or liable for the actions of any third party.

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FERC Docket: CP00- 24-001

**Original Sheet No. 291** Original Sheet No. 291 : Effective

19. FORCE MAJEURE

19.1 Effect of Force Majeure

If either Sabine or Shipper is rendered unable, wholly or in part, by force majeure to perform its obligations under any Service Agreement, other than the obligation to make payments then or thereafter due, it is agreed that performance of the respective obligations of the parties thereto to receive and deliver gas, so far as they are affected by force majeure, shall be suspended from the inception of any such inability until it is corrected, but for no longer period. The party claiming such inability shall give notice to the other party as soon as practicable after the occurrence of the force majeure event. If such notice is first given by telephone or radio communication, it shall be confirmed in writing within five (5) days giving full particulars. The party claiming such inability shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence.

19.2 Suspension of Reservation Charges

If Sabine is rendered unable, wholly or in part, by force majeure to perform its firm transportation obligations under any Firm Service Agreement, Shipper shall be relieved of its obligation to make payments for reservation charges under such Firm Service Agreement applicable to that portion of the firm transportation service which is affected by force majeure, from the inception of Sabine's inability to perform its firm transportation obligations until the inability is corrected, but for no longer period. Shipper shall remain obligated to make payments for all or any portion of reservation charges applicable to firm transportation service provided under a Firm Service Agreement when Sabine is capable, wholly or in part, of performing its firm transportation obligations and Sabine's ability to perform such obligations is not affected by force majeure. Sabine shall assess each Shipper receiving firm transportation services that Shipper's proportionate

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FERC Docket: CP00- 24-001

Original Sheet No. 292 Original Sheet No. 292 : Effective

share of reservation charges for any period during which Sabine is incapable of performing all of its firm transportation obligations.

#### 19.3 Term Extension

The term of any Service Agreement shall not be extended beyond its normal termination date by any periods of time during which performance is suspended due to force majeure.

#### 19.4 Liability

Neither party shall be liable to the other for any consequential or financial losses or damages, regardless of the nature thereof and howsoever occurring, whether such losses or damages be direct or indirect, immediate or remote, by reason of, caused by, arising out of, or in any way attributable to the suspension of performance of any obligation of either party when such suspension occurs because a party is rendered unable, wholly or in part, by force majeure to perform its obligations.

#### 19.5 Nature of Force Majeure

The term "force majeure" as used herein shall mean, cover and include the following:

- a) Acts of God or Acts of Providence including, without limitation, epidemics, landslides, hurricanes, floods, washouts, lightning, earthquakes, storm warnings, perils of the sea, extreme heat or extreme cold, any other adverse weather conditions, and threats of any of the foregoing, and whether preceded by, concurrent with, or followed by acts or omissions of any human agency, whether foreseeable or not, which may directly or indirectly contribute to or result in either party's inability to perform its obligations.
- b) Acts of Government including, without limitation, laws, orders, rules, decrees, judgments, judicial actions, regulations, acts of arrest or restraint,

and any threats of any of the foregoing, by any government (de jure or de facto), or any agency, subdivision, or instrumentality thereof, having, claiming or asserting authority or jurisdiction over the severance, productions, gathering, transportation, handling, sale, receipt or delivery of the subject matter of any Service Agreement, or any part thereof, or over materials, equipment, supplies or personnel, or any part thereof, necessary to the severance, production, gathering, transportation, handling, sale, receipt or delivery of the subject matter of any Service Agreement when any such Act of Government directly or indirectly contributes to or results in either party's inability to perform its obligations.

- c) Acts of Civil Disorder including, without limitation, acts of sabotage, acts of the public enemy, acts of war (declared or undeclared), blockades, insurrections, riots, mass protests or demonstrations, and threats of any of the foregoing, and police action in connection with or in reaction to any such Acts of Civil Disorder, when any such Acts of Civil Disorder directly or indirectly contribute to or result in either party's inability to perform its obligations.
- d) Acts of Industrial Disorder including, without limitation, strikes, lockouts, picketing, and threats of any of the foregoing, when any such Acts of Industrial Disorder directly or indirectly contribute to or result in either party's inability to perform its obligations, provided, however, that the settlement of any labor dispute to prevent or end any such Acts of Industrial Disorder shall be within the sole discretion of the party to any Service Agreement involved in such labor dispute, and the above requirement that any inability shall be corrected with reasonable diligence shall not apply to labor disputes.
- e) Failure of facilities including, without limitation, freezing of lines of pipe, failures resulting from fires, washouts, mechanical breakdowns of, malfunctions of or necessities for

making repairs or alterations to, furnaces, reactors, plant installations, machinery, lines of pipe, pumps, compressors, valves, gauges or any of the equipment therein or thereon, when any such failure of facilities directly or indirectly contributes to or results in either party's inability to perform its obligations, and regardless of whether such failure of facilities may have resulted from fault, negligence, omission, or inadvertence, directly or indirectly, of either party hereto, or by any person acting on its behalf or under its direction.

- f) Inability to obtain or acquire at reasonable cost grants, servitudes, rights of way, permits, licenses, or any other authorizations from third parties or agencies (private or governmental) or inability to obtain or acquire at reasonable cost necessary materials and supplies to construct, maintain and operate any facilities required for the performance of any obligations under any Service Agreement when any such inability directly or indirectly contributes to or results in either party's inability to perform its obligations.
- g) Any occurrence, condition, situation, or threat thereof, not covered by Subsections a) through f) above, which renders either party unable to perform its obligation, provided such occurrence, condition, situation, or threat thereof, is not under or within the control of the party claiming such inability, and provided such party could not have prevented such occurrence, condition, situation, or threat thereof, by the exercise of reasonable diligence.

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FERC Docket: CP00- 24-001

**Original Sheet No. 295** Original Sheet No. 295 : Effective

20. ASSIGNMENT

20.1 Assignment

Except for the provisions regarding a permanent or temporary release of firm capacity pursuant to Section 10 of the General Terms and Conditions, Shipper shall not assign any portion of its contractual rights to transportation under any Service Agreement. All covenants, stipulations, terms, conditions, obligations, and provisions of any Service Agreement shall extend to, be binding upon and inure to the benefit of the respective successors, assignees and legal representatives of the parties hereto. Should either party transfer or assign all its interest in its facilities or any appurtenances thereto affecting the disposition of gas hereunder, such party does hereby obligate itself and agrees to bind successor, transferee or assignee to the terms and conditions of any Service Agreement. The assignment of any Service Agreement by either party to a parent company, affiliate company or wholly owned subsidiary shall not be considered an assignment for the purposes of this article.

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00- 24-001*

**Original Sheet No. 296** Original Sheet No. 296 : Effective

21. NON-WAIVER OF FUTURE DEFAULT

21.1 Non-waiver

No waiver by either Sabine or Shipper of any one or more defaults by the other in performance of any of the provisions of an executed Service Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

*Effective Date: 09/01/2005 Status: Effective*

*FERC Docket: RP05-455-000*

**Original Sheet No. 296A** Original Sheet No. 296A : Effective

22. DESCRIPTIVE HEADINGS

22.1 Descriptive Headings

The descriptive headings of the provisions used in this FERC Gas Tariff, these General Terms and Conditions, or in any Service Agreement executed for service under a Rate Schedule contained in this FERC Gas Tariff are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-455-000

**Fifth Revised Sheet No. 297** Fifth Revised Sheet No. 297 : Effective

Superseding: Substitute Fourth Revised Sheet No. 297

23. NAESB WGQ STANDARDS

Sabine adopts the following business practice and electronic communication standards, promulgated by the North American Energy Standards Board, Wholesale Gas Quadrant, as required by the Commission in Order No. 587-S (Docket No. RM96-1-026) issued May 9, 2005:

- (i) Additional Standards (General Standards and Creditworthiness Standards) (Version 1.7, December 31, 2003);
- (ii) Nominations Related Standards (Version 1.7, December 31, 2003, including errata, October 15, 2004 and April 1, 2005);
- (iii) Flowing Gas Related Standards (Version 1.7, December 31, 2003);
- (iv) Invoicing Related Standards (Version 1.7, December 31, 2003) with the exception of Standard 4.3.4, and Including the standards contained in 2004 Annual Plan Item 2 (June 25, 2004) (Order 2004 standards) and the standard contained in 2005 Annual Plan Item 8 (May 3, 2005) (Affiliate Order standards), and the standards contained in Recommendation R03035A (October 20, 2004) (gas quality reporting); and
- (v) Capacity Release Related Standards (Version 1.7, December 31, 2003, including errata, October 15, 2004).

In addition, Sabine has adopted and will use the NAESB WGQ Electronic Data Interchange Trading Partner Agreement.

Standards incorporated by reference are as follows:

23.1 General Standards:

- 0.1.1      0.1.2
- 0.3.1      0.3.2

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FERC Docket: RP06-582-000

**Second Revised Sheet No. 297A** Second Revised Sheet No. 297A : Effective  
Superseding: First Revised Sheet No. 297A

23.2 Nominations Related Standards:

1.1.1	1.1.2	1.1.3	1.1.4	1.1.5
1.1.7	1.1.9	1.1.10	1.1.11	1.1.12
1.1.13	1.1.14	1.1.15	1.1.16	1.1.17
1.1.18	1.1.20	1.1.21	1.1.22	
1.2.1	1.2.2			
1.3.2(vi)	1.3.3	1.3.4	1.3.9	1.3.14
1.3.17	1.3.18	1.3.19	1.3.20	1.3.21
1.3.22	1.3.23	1.3.24	1.3.25	1.3.26
1.3.27	1.3.32	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	1.3.65	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				

23.3 Flowing Gas Related Standards:

2.1.1	2.1.2	2.1.3	2.1.4	2.1.5
2.1.6				
2.3.1	2.3.3	2.3.4	2.3.5	2.3.8
2.3.9	2.3.10	2.3.12	2.3.15	2.3.16
2.3.19	2.3.20	2.3.21	2.3.22	2.3.23
2.3.25	2.3.29	2.3.30	2.3.31	2.3.32
2.3.33	2.3.34	2.3.35	2.3.44	2.3.50
2.3.51	2.3.52	2.3.53	2.3.56	2.3.57
2.3.59	2.3.60	2.3.63		

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-455-000

**Fifth Revised Sheet No. 298** Fifth Revised Sheet No. 298 : Effective

Superseding: Fourth Revised Sheet No. 298

23.4 Invoicing Related Standards:

3.1.1	3.1.2			
3.3.1	3.3.2	3.3.4	3.3.5	3.3.6
3.3.7	3.3.8	3.3.9	3.3.11	3.3.12
3.3.13	3.3.16	3.3.19	3.3.22	3.3.23
3.3.24	3.3.25	3.3.26		

23.5 Electronic Delivery Mechanism Standards:

4.1.2	4.1.2	4.1.3	4.1.4	4.1.6
4.1.7	4.1.9	4.1.10	4.1.12	4.1.13
4.1.15	4.1.16	4.1.17	4.1.18	4.1.19
4.1.20	4.1.21	4.1.22	4.1.23	4.1.24
4.1.26	4.1.27	4.1.28	4.1.29	4.1.30
4.1.31	4.1.32	4.1.33	4.1.34	4.1.35
4.1.36	4.1.37	4.1.38	4.1.39	4.1.40
4.2.20				
4.3.1	4.3.2	4.3.3	4.3.5	4.3.7
4.3.8	4.3.9	4.3.10	4.3.11	4.3.12
4.3.13	4.3.14	4.3.15	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	4.3.37	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	4.3.64	4.3.65
4.3.66	4.3.67	4.3.68	4.3.69	4.3.70
4.3.71	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	4.3.88	4.3.89	4.3.90	4.3.91
4.3.92				

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FERC Docket: RP05-455-000

**First Revised Sheet No. 298A** First Revised Sheet No. 298A : Effective

Superseding: Original Sheet No. 298A

23.6 Capacity Release Related Standards:

5.1.1	5.1.2	5.1.3	5.1.4	
5.3.9	5.3.10	5.3.11	5.3.12	5.3.16
5.3.17	5.3.18	5.3.19	5.3.20	5.3.21
5.3.22	5.3.23	5.3.24	5.3.26	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	5.3.46	5.3.50	5.3.51	5.3.59

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-455-000

**First Revised Sheet No. 298B** First Revised Sheet No. 298B : Effective

Superseding: Substitute Original Sheet No. 298B

23.7 NAESB WGQ Data Dictionaries:

Nominations Related Data Dictionaries

1.4.1 1.4.2 1.4.3 1.4.4 1.4.5  
1.4.6 1.4.7

Flowing Gas Related Data Dictionaries

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

Invoicing Related Data Dictionaries

3.4.1 3.4.2 3.4.3 3.4.4

Capacity Release Related Data Dictionaries

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

*Effective Date: 09/01/2005 Status: Effective*

*FERC Docket: RP05-455-000*

**First Revised Sheet No. 299** First Revised Sheet No. 299 : Effective  
Superseding: Original Sheet No. 299

RESERVED SHEET

24. CREDIT

24.1 Creditworthiness of Shipper

Sabine shall not be required to perform or to continue transportation service under this FERC Gas Tariff or any Service Agreement on behalf of any Shipper who is or who has become insolvent or who, at Sabine's request, fails within a reasonable period to demonstrate creditworthiness.

At Sabine's request, Shipper shall provide Sabine the following information in order for Sabine to analyze Shipper's creditworthiness: Shipper's latest audited financial statements, annual report, Form 10-K, a list of affiliates, three credit references and trade reference ratings and credit bureau reports. If Sabine requests additional information to be used for credit evaluation after the initiation of transportation service, Sabine, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Shipper and designate to whom the response should be sent. Sabine and Shipper may mutually agree to waive this requirement.

Upon receipt of either an initial or follow-up request from Sabine for information to be used for creditworthiness evaluation, Shipper's authorized representative(s) shall acknowledge receipt of Sabine's request. Sabine and Shipper may mutually agree to waive this requirement.

Shipper's authorized representative(s) shall respond to Sabine's request for credit information, as allowed by Sabine's tariff, on or before the due date specified in the request. Shipper shall provide all the credit information requested by Sabine or provide the reason(s) why any of the requested information was not provided.

*Effective Date: 09/01/2005 Status: Effective*

*FERC Docket: RP05-455-000*

**Original Sheet No. 301** Original Sheet No. 301 : Effective

Upon receipt from Shipper of all credit information provided pursuant to applicable NAESB WGQ standards, Sabine shall notify Shipper's authorized representative(s) that it has received such information. Sabine and Shipper may mutually agree to waive this requirement.

For purposes of this FERC Gas Tariff, the insolvency of a Shipper shall be evidenced by:

- a) the filing by such Shipper, or parent entity thereof, of a voluntary petition in bankruptcy; or
- b) the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper as bankrupt or insolvent; or
- c) the approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of, or in respect of, the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law; or
- d) the appointing of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of the Shipper's property; or
- e) the ordering of the liquidation of Shipper's affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-455-000

**Original Sheet No. 302** Original Sheet No. 302 : Effective

#### 24.2 Credit Appraisal

Sabine's credit appraisal procedures involve the establishment of dollar credit limits for each Shipper. To the extent that the value of the transportation services provided to a Shipper do not exceed the established credit limit, no new credit appraisal will be conducted if an executed Service Agreement is amended or Shipper requests new transportation services, provided that the Shipper's payment history with Sabine has been satisfactory and there is no bona fide basis for questioning a Shipper's creditworthiness. If a Shipper fails to demonstrate creditworthiness, Shipper may obtain transportation service under this FERC Gas Tariff and any Service Agreement by:

- a) prepaying for such service in an amount equal to the cost of performing the transportation service requested for a three (3) month period; or
- b) providing a standby irrevocable letter of credit drawn on a bank acceptable to Sabine; or
- c) furnishing a good and sufficient security interest in collateral which is satisfactory to Sabine; or
- d) providing a guarantee by any firm, corporation, agent, assignee or legal representative who satisfies the creditworthiness criteria of Subsection 9.624.1.

At any time after Shipper is determined to be non-creditworthy by Sabine, Shipper may initiate a creditworthiness re-evaluation by Sabine. As part of Shipper's re-evaluation request, Shipper must either update or confirm in writing the prior information provided to Sabine related to Shipper's credit worthiness. Such update shall include any event(s) that Shipper believes could lead to a material change in Shipper's creditworthiness.

*Effective Date: 09/01/2005 Status: Effective*

*FERC Docket: RP05-455-000*

**Original Sheet No. 303** Original Sheet No. 303 : Effective

After Sabine's receipt of Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Shipper's Request"), within five (5) Business Days, Sabine shall provide a written response to Shipper's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Sabine's decision or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Shipper's Request unless the parties mutually agree to some later date.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-455-000

**Original Sheet No. 304** Original Sheet No. 304 : Effective

#### 24.3 Communication

Shipper shall designate up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and shall provide to Sabine the Internet E-mail addresses of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet E-mail, unless otherwise agreed to by Shipper and Sabine. The obligation of Sabine to provide creditworthiness notifications is waived until the above requirement has been met. Shipper shall manage internal distribution of any creditworthiness notices that are received.

Sabine shall designate, on its Internet website or in written notices to Shipper, the Internet E-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Sabine shall manage internal distribution of any such confirmations.

In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, Shipper and Sabine may mutually agree to other forms of communication in lieu of Internet E-mail notification.

*Effective Date: 12/01/2005 Status: Effective*

*FERC Docket: RP06-103-000*

**First Revised Sheet No. 305** First Revised Sheet No. 305 : Effective  
Superseding: Original Sheet No. 305

RESERVED SHEETS

Original Sheets Nos. 305 through 309 have been reserved.

*Effective Date: 02/01/2009 Status: Effective*

*FERC Docket: RP09-201-000*

**First Revised Sheet No. 310** First Revised Sheet No. 310

Superseding: Original Sheet No. 310

25. NON-CONFORMING AGREEMENTS

25.1 Contract No. 672631:

Minerals Management Service, IT-1 Service Agreement dated November 16, 2005, effective December 1, 2005.

Contract No. 672611

BP Energy Company, Firm Transportation Service Agreement under FT-1 Rate Schedule dated November 30, 2005.

Contract No. 672688

BP Energy Company, Firm Transportation Service Agreement under FT-1 Rate Schedule dated May 22, 2008.

Contract No. 672609

Bridgeline Gas Marketing LLC, Firm Transportation Service Agreement under FT-1 Rate Schedule dated November 30, 2005.

Contract No. 672623

Bridgeline Gas Marketing LLC, Firm Transportation Service Agreement under FT-1 Rate Schedule dated May 1, 2005.

Contract No. 672648

Bridgeline Gas Marketing LLC, Firm Transportation Service Agreement under FT-1 Rate Schedule dated March 23, 2006.

Contract No. 672647

ConocoPhillips, Firm Transportation Service Agreement under FT-1 Rate Schedule dated March 23, 2006.

Contract No. 672403

Tejas Gas Marketing Company, Firm Transportation Service Agreement under FT-1 Rate Schedule dated November 1, 1996.

Contract No. 672633

Duke Energy Field Services Marketing, LP, Firm Transportation Service Agreement under FT-1 Rate Schedule dated September 30, 2005.

*Effective Date: 02/01/2010 Status: Effective*  
*FERC Docket: RP10-266-000*

**First Revised Sheet No. 310A** First Revised Sheet No. 310A  
Superseding: Original Sheet No. 310A

25.1 (Cont.)

Contract No. 672661

ETC Marketing, LTD, Firm Transportation Service Agreement under FT-1  
Rate Schedule dated September 19, 2006.

Contract No. 672681

Oneok Energy Services Company, L.P., Firm Transportation Service  
Agreement under FT-1 Rate Schedule dated December 11, 2007.

Contract No. 672619

Sequent Energy Management, L.P., Firm Transportation Service Agreement  
under FT-1 Rate Schedule dated May 1, 2005.

Contract No. 672641

Murphy Gas Gathering, Inc., Firm Transportation Service Agreement under  
FT-1 Rate Schedule dated February 24, 2006.

Contract No. 672683

Mitsui & Co. Energy Risk Management LTD., Interruptible Transportation  
Service Agreement under IT-1 Rate Schedule dated January 28, 2008

Contract No. 672679

Spark Energy Gas, LP, Interruptible Transportation Service Agreement  
under IT-1 Rate Schedule dated November 28, 2007

Contract No. 672674

DB Energy Trading LLC, Interruptible Transportation Service Agreement  
under IT-1 Rate Schedule dated June 13, 2007

Contract No. 672646

Energy America, LLC, Interruptible Transportation Service Agreement  
under IT-1 Rate Schedule dated March 22, 2006

Contract No. 672557

Louis Dreyfus Energy Services, LP, Interruptible Transportation Service  
Agreement under IT-1 Rate Schedule dated March 1, 2003

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-266-000

**Original Sheet No. 310B** Original Sheet No. 310B

25.1 (Cont.)

Contract No. 672559

Central Crude, Inc., Interruptible Transportation Service Agreement  
under IT-1 Rate Schedule dated October 1, 2002

Contract No. 672556

UBS Warburg Energy LLC, Interruptible Transportation Service Agreement  
under IT-1 Rate Schedule dated May 16, 2002

Contract No. 672553

Entex Gas Resources Corp., Interruptible Transportation Service  
Agreement under IT-1 Rate Schedule dated February 1, 2002

Contract No. 672545

Totalfinaelf Gas & Power North America, Inc., Interruptible  
Transportation Service Agreement under IT-1 Rate Schedule dated July 1,  
2001

Contract No. 672451

Hess Energy Services Company LLC, Interruptible Transportation Service  
Agreement under IT-1 Rate Schedule dated October 1, 1998

Contract No. 672424

Virginia Electric and Power Company, Interruptible Transportation  
Service Agreement under IT-1 Rate Schedule dated August 1, 1997

Contract No. 672440

Murphy Exploration & Production Company, Interruptible Transportation  
Service Agreement under IT-1 Rate Schedule dated May 20, 1994

Contract No. 672330

Apache Corporation, Interruptible Transportation Service Agreement under  
IT-1 Rate Schedule dated February 24, 1994

Contract No. 672292

J. Aron and Company, Interruptible Transportation Service Agreement  
under IT-1 Rate Schedule dated July 8, 1992

*Effective Date: 02/01/2010 Status: Effective*

*FERC Docket: RP10-266-000*

**Original Sheet No. 310C** Original Sheet No. 310C

25.1 (Cont.)

Contract No. 672087

Amoco Production Company, Interruptible Transportation Service Agreement  
under IT-1 Rate Schedule dated February 1, 1989

Contract No. 672084

Shell Gas Trading Company, Interruptible Transportation Service  
Agreement under IT-1 Rate Schedule dated December 1, 1988

Contract No. 672082

Exxon Corporation, Interruptible Transportation Service Agreement under  
IT-1 Rate Schedule dated December 1, 1988

*Effective Date: 06/19/2006 Status: Effective*  
*FERC Docket: RP06-363-000*

**First Revised Sheet No. 311** First Revised Sheet No. 311 : Effective  
Superseding: Original Sheet No. 311

26. NEGOTIATED RATES

26.1 Negotiated Rate Availability

Sabine and Shipper may agree to Negotiated Rates, as defined in Section 1 of the General Terms and Conditions of this FERC Gas Tariff, for a specific term of service under any rate schedule contained in this Tariff. The rates as shown on the currently effective Sheet No. 20 of this Tariff are available as Recourse Rates for any Shipper that does not negotiate a rate with Sabine.

26.2 Applicability to Existing Service Agreements

Notwithstanding anything to the contrary contained in this Tariff, Sabine and Shipper may mutually agree to negotiate rates for all or any portion of currently subscribed capacity under any existing Service Agreement, provided that Shipper has not acquired its capacity through a capacity release.

If Negotiated Rates will apply to only a portion of the capacity currently subscribed under any existing Service Agreement, the original Service Agreement must first be bifurcated, and Recourse Rates will continue to apply to that portion of capacity subscribed under the Service Agreement not subject to the Negotiated Rates. A new Service Agreement must be executed for that portion of the capacity for which Negotiated Rates will apply. The new Service Agreement will have the same expiration date as the original Service Agreement. If the original Service Agreement is for firm transportation service, the new Service Agreement will have the same Primary Receipt Point(s) and Primary Delivery Point(s) as the original Service Agreement.

Effective Date: 06/19/2006 Status: Effective

FERC Docket: RP06-363-000

**Original Sheet No. 312** Original Sheet No. 312 : Effective

26.3 Applicability to New Service Requests for Unsubscribed and Available Capacity

Sabine and Shipper may mutually agree to Negotiated Rates for any unsubscribed or available capacity that is requested by Shipper in accordance with Section 4 of the General Terms and Conditions of this Tariff.

26.4 Applicability to Capacity Posted for Bid by Sabine

If capacity is posted for bid by Sabine and Sabine has determined that it is willing to consider bids at Negotiated Rates, Sabine will state in its posting that it will accept Negotiated Rate bids in addition to Recourse Rate and discounted Recourse Rate bids. This requirement applies to:

- (1) new capacity that becomes available due to the construction or acquisition of facilities or the expansion of existing facilities; and
- (2) capacity which will become available upon the termination of an existing Shipper's Firm Service Agreement.

Bid Evaluation. For purposes of determining the best bid and awarding capacity, the value of a Negotiated Rate bid will be capped at the value of a Recourse Rate bid.

Right of First Refusal. An existing Shipper with a right of first refusal may retain all or a portion of its capacity, when such capacity is posted subject to Negotiated Rate offers, (1) by matching the highest Negotiated Rate offer submitted by another Shipper that meets or exceeds the lowest rate that Sabine is willing to accept for such service, or (2) by paying a Recourse Rate or discounted Recourse Rate that is equivalent to the Negotiated Rate for the capacity it wishes to retain; provided, however, that nothing herein shall obligate Sabine to render service to any Shipper at rates less than the rates set forth on the currently effective Sheet No. 20 of Sabine's FERC Gas Tariff.

*Effective Date: 06/19/2006 Status: Effective*

*FERC Docket: RP06-363-000*

**Original Sheet No. 313** Original Sheet No. 313 : Effective

#### 26.3 Negotiated Rate Filing Requirement

No later than the Business Day on which Sabine commences service under a Negotiated Rate Service Agreement, Sabine will submit to the Commission a tariff sheet stating the name of the Shipper, the Rate Schedule, term, contract quantity, Negotiated Rate, and Primary Receipt and Delivery Point(s), if applicable. If the Day on which Sabine commences service is not a Business Day, then Sabine will submit such tariff sheet no later than the next Business Day after Sabine commences service.

Unless Sabine executes and files a Non-conforming Service Agreement, such tariff sheet will contain a statement that the Negotiated Rate Service Agreement does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for the applicable Rate Schedule..

#### 26.4 Limitations

The Section 26 does not authorize Sabine to negotiate terms and conditions of service.

#### 26.5 Discount-Type Adjustment

Sabine reserves the right in future general rate proceedings to seek a discount-type adjustment for Negotiated Rate agreements.

Effective Date: 08/01/2007 Status: Effective  
 FERC Docket: RP06-363-001

**First Revised Sheet No. 314** First Revised Sheet No. 314 : Effective  
 Superseding: Original Sheet No. 314

STATEMENT OF NEGOTIATED RATES

Shipper	Rate Sched.	Term of Contract	Quantity Dth/day	Negotiated Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
ETC Marketing, LTD Jefferson	FT-1	8/1/2007 through 7/31/2014	50,000	Reservation: \$3.0416/Dth/mo. Usage: \$0.0000	HPL/High Pressure	Island/ Henry
Hub				Fuel: 1%		

The Negotiated Rate Service Agreement listed above does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for Rate Schedule FT-1.

Effective Date: 10/01/2006 Status: Effective  
FERC Docket: RP06-582-002

**Substitute First Revised Sheet No. 315** Substitute First Revised Sheet No. 315 : Effective  
Superseding: Original Sheet No. 315

27 FUEL AND UNACCOUNTED FOR GAS

27.1 Applicability

Gas used for compressor fuel and other utility purposes, including but not limited to line losses and other Unaccounted For Gas in the operation of Sabine's pipeline system shall be furnished in kind by Shipper. Fuel Gas and Unaccounted For Gas reimbursement quantities will be retained based on allocated receipt quantities.

The Fuel Gas and Unaccounted For Gas reimbursement percentages (FRP and UFRP, respectively) shall apply to Rate Schedules FT-1 and IT-1. Transactions that do not consume fuel will not be assessed a charge for fuel reimbursement; however, such transactions will be assessed a charge for Unaccounted For Gas. Shipper's nominated delivery quantities shall equal Shipper's nominated receipt quantities multiplied by  $(1 - (\text{applicable FRP} + \text{UFRP Percentages})/100)$  rounded to the nearest Dekatherm.

**Substitute Original Sheet No. 316** Substitute Original Sheet No. 316 : Effective

27.2 Conformance with NAESB WGQ standards

- a) When the fuel reimbursement method is in-kind, the results of the fuel reimbursement calculations for the nomination process will be rounded to the nearest Dekatherm (NAESB WGQ Standard 1.3.15).
- b) Where fuel reimbursement is in-kind, the standard fuel calculation mechanism, will be  $(1 - \text{fuel}\%/100)$  multiplied by the receipt quantity = delivery quantity (NAESB WGQ Standard 1.3.16).
- c) For current in-kind reimbursement procedures, fuel rates will be made effective only at the beginning of the month (NAESB WGQ Standard 1.3.28).
- d) For in-kind fuel reimbursement methods, Sabine will not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth (NAESB WGQ Standard 1.3.29).
- e) For in-kind fuel reimbursement methods, Sabine will provide, if applicable, a fuel matrix for receipt and delivery point combinations. Shippers are not responsible for calculating and totaling fuel based on each zone or facility traversed (NAESB WGQ Standard 1.3.30).
- f) The transportation priority for fuel will be the same level of service as the transaction to which it applies (NAESB WGQ Standard 1.3.31).

Effective Date: 11/30/2008 Status: Effective  
FERC Docket: RP09-38-001

**Substitute Second Revised Sheet No. 317** Substitute Second Revised Sheet No. 317  
Superseding: Second Revised Sheet No. 317

#### 27.3 Filing of Revised Reimbursement Percentages

The Fuel Gas and Unaccounted For Gas Reimbursement Percentages (FRP and UFRP, respectively) will be based on a 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the FRPs and UFRP to be effective April 1, 2009, which shall be based on the 15-month period beginning November 1, 2007 and ending January 31, 2009). The reimbursement percentages will be redetermined annually by Sabine. Revisions to the reimbursement percentages will be filed on or before the last day of February of each year and will become effective on April 1 of the same calendar year and will be listed on Sheet No. 20 of this FERC Gas Tariff. In no event will a FRP or a UFRP be less than zero.

#### 27.4 Annual Determination of Revised UFRP

Accumulate the total actual monthly Unaccounted For Gas quantities over the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the UFRP to be effective April 1, 2009, accumulate the total actual monthly Unaccounted For Gas quantities over the 15-month period beginning November 1, 2007 and ending January 31, 2009). Add to these quantities any and all under-recoveries and/or over-recoveries of Unaccounted For Gas not included in this or any predecessor Section 27.4 for any prior period(s) that begin after November 30, 2008 (for these purposes, this sum shall be referred to as "Actual Unaccounted For Gas"). Divide the Actual Unaccounted For Gas by the total transportation quantities scheduled over the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the UFRP to be effective April 1, 2009, divide the Actual Unaccounted For Gas by the total transportation quantities scheduled over the 15-month period beginning November 1, 2007 and ending January 31, 2009). Round the resulting percentage to the nearest 0.01% ("Estimated Revised UFRP").

Accumulate the Unaccounted For Gas quantities received from Shippers pursuant to this Section 27.4 during the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the UFRP to be effective April 1, 2009, accumulate the Unaccounted For Gas quantities received from Shippers during the 15-month period beginning November 1, 2007 and ending on January 31, 2009). Subtract these quantities from the Actual Unaccounted For Gas to determine the True-up Quantity. Divide the True-up Quantity by the projected total transportation quantities to be scheduled for the period beginning April 1 of the current year and ending on March 31 of the next succeeding calendar year. Round the resulting percentage to the nearest 0.01% ("UFRP True-up Adjustment").

Add the UFRP True-up Adjustment to the Estimated Revised UFRP to determine the UFRP to be effective April 1 of the current calendar year.

Effective Date: 11/30/2008 Status: Effective  
FERC Docket: RP09-38-001

**Substitute Second Revised Sheet No. 317A** Substitute Second Revised Sheet No. 317A  
Superseding: Second Revised Sheet No. 317A

27.5 Annual Determination of Revised Port Neches FRP

Accumulate the total actual monthly fuel used at the Port Neches Compressor Station over the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the Port Neches FRP to be effective April 1, 2009, accumulate the total actual monthly fuel used at the Port Neches Compressor Station over the 15-month period beginning November 1, 2007 and ending January 31, 2009). Add to these quantities any and all under-recoveries and/or over-recoveries of fuel used at the Port Neches Compressor Station not included in this or any predecessor Section 27.5 for any prior period(s) that begin after November 30, 2008 (for these purposes, this sum shall be referred to as "Actual Port Neches Fuel Usage"). Divide the Actual Port Neches Fuel Usage by the total transportation quantities scheduled through the Port Neches Compressor Station over the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the Port Neches FRP to be effective April 1, 2009, divide the Actual Port Neches Fuel Usage by the total transportation quantities scheduled through the Port Neches Compressor Station over the 15-month period beginning November 1, 2007 and ending January 31, 2009). Round the resulting percentage to the nearest 0.01% ("Estimated Revised Port Neches FRP").

Accumulate the fuel used at the Port Neches Compressor Station received from Shippers pursuant to this Section 27.5 during the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the Port Neches FRP to be effective April 1, 2009, accumulate the fuel used at the Port Neches Compressor Station received from Shippers during the 15-month period beginning November 1, 2007 and ending on January 31, 2009). Subtract these quantities from the Actual Port Neches Fuel Usage to determine the True-up Quantity. Divide the True-up Quantity by the projected total transportation quantities to be scheduled through the Port Neches Compressor Station for the period beginning April 1 of the current year and ending on March 31 of the next succeeding calendar year. Round the resulting percentage to the nearest 0.01% ("Port Neches True-up Adjustment").

Add the Port Neches True-up Adjustment to the Estimated Revised Port Neches FRP to determine the Port Neches FRP to be effective April 1 of the current calendar year.

Effective Date: 11/30/2008 Status: Effective  
FERC Docket: RP09-38-001

**Substitute Second Revised Sheet No. 318** Substitute Second Revised Sheet No. 318  
Superseding: Second Revised Sheet No. 318

27.6 Annual Determination of Revised Henry Hub FRP

Accumulate the total actual monthly fuel used at the Henry Hub compressor stations over the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the Henry Hub FRP to be effective April 1, 2009, accumulate the total actual monthly fuel used at the Henry Hub compressor stations over the 15-month period beginning November 1, 2007 and ending January 31, 2009). Add to these quantities any and all under-recoveries and/or over-recoveries of fuel used at the Henry Hub compressor stations not included in this or any predecessor Section 27.4 for any prior period(s) that begin after November 30, 2008 (for these purposes, this sum shall be referred to as "Actual Henry Hub Fuel Usage"). Divide the Actual Henry Hub Fuel Usage by the total transportation quantities scheduled in or out of the Henry Hub over the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the Henry Hub FRP to be effective April 1, 2009, divide the Actual Henry Hub Fuel Usage by the total transportation quantities scheduled in or out of the Henry Hub over the 15-month period beginning November 1, 2007 and ending January 31, 2009). Round the resulting percentage to the nearest 0.01% ("Estimated Revised Henry Hub FRP").

Accumulate the fuel used at the Henry Hub compressor stations received from Shippers pursuant to this Section 27.4 during the 12-month period beginning February 1 of the previous calendar year and ending January 31 of the next succeeding calendar year (except for the Henry Hub FRP to be effective April 1, 2009, accumulate the fuel used at the Henry Hub compressor stations received from Shippers during the 15-month period beginning November 1, 2007 and ending on January 31, 2009). Subtract these quantities from the Actual Henry Hub Fuel Usage to determine the True-up Quantity. Divide the True-up Quantity by the projected total transportation quantities to be scheduled in or out of the Henry Hub for the period beginning April 1 of the current year and ending on March 31 of the next succeeding calendar year. Round the resulting percentage to the nearest 0.01% ("Henry Hub FRP True-up Adjustment").

Add the Henry Hub True-up Adjustment to the Estimated Revised Henry Hub FRP to determine the Henry Hub FRP to be effective April 1 of the current calendar year.

*Effective Date: 10/01/2006 Status: Effective*

*FERC Docket: RP06-582-002*

**Original Sheet No. 319** Original Sheet No. 319 : Effective

RESERVED SHEET

*Effective Date: 10/01/2006 Status: Effective*

*FERC Docket: RP06-582-002*

**Original Sheet No. 320** Original Sheet No. 320 : Effective

RESERVED SHEETS

Sheet Nos. 320 through 399 have been reserved.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: CP00- 24-001

Original Sheet No. 400 Original Sheet No. 400 : Effective

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION  
SERVICE UNDER FT-1 RATE SCHEDULE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, between Sabine Pipe Line LLC, a Delaware limited liability company, hereinafter referred to as "Sabine", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Shipper".

W I T N E S S E T H

WHEREAS, Sabine owns and operates a gas transmission system; and

WHEREAS, Sabine has received a request from Shipper, dated \_\_\_\_\_ that desires to ship certain quantities of gas through Sabine's transmission system on a firm basis; and

WHEREAS, Sabine has determined its transmission system has available capacity to transport Shipper's gas and is willing to transport said gas through its transmission system; and

WHEREAS, Sabine is willing to receive certain quantities of gas for the account of Shipper at Primary Receipt Point(s) and at Alternate Receipt Point(s), subject to the availability of capacity and to deliver equivalent quantities of gas for the account of Shipper at Primary Delivery Point(s) and at Alternate Delivery Point(s) subject to the availability of capacity.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, the parties hereto do covenant and agree as follows:

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: CP00- 24-001

**Original Sheet No. 401** Original Sheet No. 401 : Effective

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION  
SERVICE UNDER FT-1 RATE SCHEDULE

ARTICLE I

1. GAS TO BE TRANSPORTED

- 1.1 Subject to the terms and provisions of this Service Agreement and Sabine's FT-1 Rate Schedule, Sabine agrees to accept such quantities of gas as Shipper may cause to be tendered to Sabine at: (i) the Primary Receipt Point(s), designated pursuant to Subsection 2.1 of Article II, (ii) any Primary Receipt Point(s) for quantities in excess of the Maximum Daily Quantities for each Primary Receipt Point set forth in Exhibit A on the same priority basis as an Alternate Receipt Point, or (iii) any Alternate Receipt Point(s) nominated by Shipper, on any Day during the term of this Service Agreement; provided, however, that Sabine shall only be obligated to accept on any Day for transportation hereunder that quantity of gas Sabine determines it has available capacity to receive, transport, and deliver and provided further that in no event shall Sabine be obligated to transport gas on any Day in excess of the Maximum Daily Quantities for any Primary Receipt Point or in excess of the Maximum Daily Reservation Quantity set forth in Exhibit B.
- 1.2 If on any Day Sabine should determine that the remaining transportation capacity of its System, after Sabine has transported gas for Shippers with superior rights to transportation, is insufficient to transport all quantities of gas under similar transportation agreements entitled to similar transportation services, Sabine shall allocate the available transportation capacity on the basis set forth in Section 6 of the General Terms and Conditions incorporated by reference in Sabine's FT-1 Rate Schedule.

Effective Date: 10/01/2006 Status: Effective  
FERC Docket: RP06-582-000

**First Revised Sheet No. 402** First Revised Sheet No. 402 : Effective  
Superseding: Original Sheet No. 402

1.3 Subject to the terms and provisions of this Service Agreement and Sabine's FT-1 Rate Schedule, Sabine shall deliver for the account of Shipper and Shipper shall accept at: (i) the Primary Delivery Point(s) referenced in Subsection 2.2 of Article II, (ii) any Primary Delivery Point(s) for quantities in excess of the Maximum Daily Quantities for each Primary Delivery Point set forth in Exhibit B on the same priority basis as an Alternate Delivery Point, or (iii) any Alternate Delivery Point(s) nominated by Shipper, an equivalent quantity of gas, less an allowance for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities and other appropriate reductions, to the total quantity of gas received by Sabine for the account of Shipper at the Primary and Alternate Receipt Point(s) for transportation hereunder; provided, however, that in no event shall Sabine be obligated to deliver on any Day in excess of the Maximum Daily Quantities for any Primary Delivery Point set forth in Exhibit B or in excess of Shipper's Firm Reservation Quantity set forth in Exhibit B.

#### ARTICLE II

#### 2. RECEIPT POINT(S), DELIVERY POINT(S) AND PRESSURES

- 2.1 The Primary Receipt Point(s) at which Shipper shall cause gas to be tendered to Sabine for transportation hereunder are described in Exhibit A to this Service Agreement. Other pertinent factors applicable to the Primary Receipt Point(s) are also set forth in Exhibit A. Alternate Receipt Point(s), at which Shipper may cause gas to be tendered to Sabine for transportation hereunder, shall include all Receipt Points along Sabine's System, subject to the availability of capacity at such Receipt Points.
- 2.2 The Primary Delivery Point(s) at which Sabine shall deliver thermally equivalent quantities of gas transported hereunder, after appropriate reductions, are described in Exhibit B to this Service Agreement. Other pertinent factors applicable to the Primary Delivery Point(s) are also set forth in Exhibit B. Alternate Delivery Point(s), at which Sabine may

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00- 24-001

**Original Sheet No. 403** Original Sheet No. 403 : Effective

deliver gas for the account of Shipper, shall include all Delivery Points along Sabine's System, subject to the availability of capacity at such Delivery Points.

- 2.3 Shipper shall cause gas to be delivered to Sabine at Receipt Point(s) at a pressure sufficient to allow the gas to enter Sabine's System as such pressure shall vary from time to time and place to place. Sabine shall not be required to compress gas in order to receive gas into its System.
- 2.4 Sabine shall deliver gas at each Delivery Point for the account of Shipper at the pressure which shall be available from time to time in Sabine's System.

### ARTICLE III

#### 3. RATE(S), FT-1 RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper shall pay Sabine for services rendered hereunder in accordance with Sabine's FT-1 Rate Schedule, or superseding rate schedule(s), on file with and subject to the jurisdiction of the FERC and lawfully in effect from time to time. The following are the charges set forth in such FT-1 Rate Schedule which apply to service rendered under this Service Agreement:

(List applicable charges by reference to Section 3 of FT-1 Rate Schedule)

- 3.2 Sabine shall have the right, from time to time, to file and to seek FERC approval, pursuant to Section 4 of the Natural Gas Act, to change any rates, charges or provisions set forth in its FT-1 Rate Schedule or its General Terms and Conditions, incorporated by reference as part of this Service Agreement. Sabine shall place such changes in effect in accordance with Section 4(c) of the Natural Gas Act and this Service Agreement shall be deemed to include such changes which become effective by operation of law or by FERC Order, without prejudice to Shipper's right to protest the same.

*Effective Date: 09/01/2005 Status: Effective*  
*FERC Docket: RP05-455-000*

**First Revised Sheet No. 404** First Revised Sheet No. 404 : Effective  
Superseding: Original Sheet No. 404

- 3.3 This Service Agreement in all respects is subject to the provisions of Sabine's FT-1 Rate Schedule, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in such FT-1 Rate Schedule filed by Sabine with the FERC, all of which are by reference made a part hereof.
- 3.4 Any changes or additions to this Service Agreement are set forth in Exhibit C.

#### ARTICLE IV

#### 4. REGULATORY REQUIREMENTS AND CONDITIONS PRECEDENT

- 4.1 The transportation arrangements provided for in this Service Agreement are subject to the provisions of Part 284 of the FERC's regulations, as amended from time to time.
- 4.2 Transportation of gas provided for under the terms and provisions of this Service Agreement shall not commence until the following conditions have been met:
- a) Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;
  - b) Any certificate or regulatory authorization for the use of facilities necessary to commence transportation has been obtained;
  - c) Any force majeure event preventing Sabine or Shipper from performing its obligations under this Service Agreement has been remedied;
  - d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions of Sabine's FERC Gas Tariff.

Effective Date: 06/19/2006 Status: Effective  
FERC Docket: RP06-363-000

**Third Revised Sheet No. 405** Third Revised Sheet No. 405 : Effective  
Superseding: Second Revised Sheet No. 405

ARTICLE V

5. TERM

- 5.1 This Service Agreement shall be effective \_\_\_\_\_.
- 5.2 After this Service Agreement becomes effective, it shall continue in full force and effect until \_\_\_\_\_.
- 5.3 Sabine and Shipper agree that Shipper has a Contractual ROFR, as defined in Section 1 of the General Terms and Conditions of Sabine's FERC Gas Tariff, for this Service Agreement. (include this subsection 5.3 only if applicable)

ARTICLE VI

6. CANCELLATION OF PRIOR CONTRACTS

- 6.1 When this Service Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto for the transportation of gas by Sabine for Shipper:

ARTICLE VII

7. NOTICES

- 7.1 Any formal notice, request or demand that either party gives to the other regarding this Service Agreement shall be in writing and shall be mailed by first class, registered or certified mail or delivered in hand to the following address of the other party:

Sabine:

Sabine Pipe Line LLC  
P. O. Box 4879  
Houston, TX 77210-4879  
Attn: Contract Administration

Effective Date: 04/01/2006 Status: Effective

FERC Docket: RP06-265-000

**Second Revised Sheet No. 406** Second Revised Sheet No. 406 : Effective

Superseding: First Revised Sheet No. 406

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operational communications by telephone, fax or other mutually agreeable means shall be considered as duly delivered without further written confirmation, unless specifically required by Sabine's FERC Gas Tariff.

- 7.2 Written nominations to schedule transportation service hereunder shall be directed to Sabine at the following telephone and fax numbers:

Sabine Pipe Line LLC  
Nominations Desk  
Phone: (713) 432-2966  
Fax: (713) 432-2757

- 7.3 Wire transfer payments to Sabine shall be accompanied with the instructions "to credit the account of Sabine Pipe Line LLC" and shall be sent to the following bank and account number:

(This Subsection 7.3 is to be completed  
indicating the Bank Name, Bank Routing Address  
and Sabine Account Number)

- 7.4 Payments made by check remittance shall be mailed to:

(This Subsection 7.4 is to be completed  
indicating the Bank Name, Bank Address  
and Sabine Account Number)

- 7.5 Remittance detail supporting payments to Sabine, and any notice, request or demand regarding statements, bills or payments shall be mailed to the following address:

Sabine Pipe Line LLC  
P. O. Box 4879  
Houston, TX 77210-4879  
Attn: Sabine Accounting

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00- 24-001

**Original Sheet No. 407** Original Sheet No. 407 : Effective

ARTICLE VIII

8. MISCELLANEOUS

- 8.1 Sabine and Shipper expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this Service Agreement and of the General Terms and Conditions incorporated by reference in Sabine's FT-1 Rate Schedule.
- 8.2 Unless otherwise provided, all substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, that Sabine recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be Sabine's sole property and Sabine shall not be obligated to account to Shipper for any value, whether or not realized by Sabine, that may attach or be said to attach to such substances.
- 8.3 Exhibits A, B and C, attached to this Service Agreement, are hereby incorporated by reference as part of this Service Agreement. The parties may amend Exhibits A, B and C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Service Agreement.

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00- 24-001

**Original Sheet No. 408** Original Sheet No. 408 : Effective

IN WITNESS WHEREOF, the parties hereto have  
executed this Service Agreement in duplicate originals  
on the day and year first written above.

WITNESSES:

SABINE PIPE LINE LLC

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 10/01/2006 Status: Effective  
FERC Docket: RP06-582-000

**First Revised Sheet No. 409** First Revised Sheet No. 409 : Effective  
Superseding: Original Sheet No. 409

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION  
SERVICE UNDER FT-1 RATE SCHEDULE

EXHIBIT A

To The Firm  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_

	Receipt	Maximum
Primary Receipt Points 1/	Pressure(s) (psig) 2/	Daily Quantity (Dt)

1/ Each Receipt Point Quantity may be increased by an amount equal to Sabine's currently effective Fuel Gas and Unaccounted For Gas reimbursement percentages (FRP and UFRP, respectively). Shipper shall be responsible for such applicable reimbursement at each receipt point on a pro rata basis.2/

2/ Necessary pressure to receive gas into Sabine's System; not in excess of.

Effective Date of this Exhibit A: \_\_\_\_\_

Supersedes Exhibit A Effective: \_\_\_\_\_

_____	SABINE PIPE LINE LLC
By _____	By _____
Date _____	Date _____

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: CP00- 24-001

**Original Sheet No. 410** Original Sheet No. 410 : Effective

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION  
SERVICE UNDER FT-1 RATE SCHEDULE

EXHIBIT B

To The Firm  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_

Primary Delivery Points	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dt)
-------------------------	------------------------------------	-----------------------------------

Shipper's Maximum Daily Reservation Quantity \_\_\_\_\_

\*Necessary pressure to deliver gas from Sabine's System; not  
in excess of.

Effective Date of this Exhibit B: \_\_\_\_\_

Supersedes Exhibit B Effective: \_\_\_\_\_

_____	SABINE PIPE LINE LLC
By _____	By _____
Date _____	Date _____

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: CP00- 24-001

**Original Sheet No. 411** Original Sheet No. 411 : Effective

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION  
SERVICE UNDER FT-1 RATE SCHEDULE

EXHIBIT C

To The Firm  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_

Other Operating Provisions Additional or Substitute Provisions

Effective Date of this Exhibit C: \_\_\_\_\_

Supersedes Exhibit C Effective: \_\_\_\_\_

\_\_\_\_\_ SABINE PIPE LINE LLC  
By \_\_\_\_\_ By \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00- 24-001*

**Original Sheet No. 412** Original Sheet No. 412 : Effective

RESERVED SHEETS

Original Sheets Nos. 412 through 439 have been reserved.

Effective Date: 05/01/2000 Status: Effective  
FERC Docket: CP00- 24-001

Original Sheet No. 440 Original Sheet No. 440 : Effective

FORM OF SERVICE AGREEMENT  
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION  
SERVICE UNDER IT-1 RATE SCHEDULE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, between Sabine Pipe Line LLC, a Delaware limited liability company, hereinafter referred to as "Sabine", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Shipper".

W I T N E S S E T H

WHEREAS, Sabine owns and operates a gas transmission system; and

WHEREAS, Sabine has received a request from Shipper, dated \_\_\_\_\_ that desires to ship certain quantities of gas through Sabine's transmission system on an interruptible basis; and

WHEREAS, Sabine has determined its transmission system may have available capacity to transport Shipper's gas and is willing to transport said gas through its transmission system subject to the availability of capacity; and

WHEREAS, Sabine is willing to receive certain quantities of gas for the account of Shipper at the Receipt Point(s) and to deliver equivalent quantities of gas for the account of Shipper at the Delivery Point(s).

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, the parties hereto do covenant and agree as follows:

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Second Revised Sheet No. 441** Second Revised Sheet No. 441 Superseding: First Revised Sheet No. 441  
FORM OF SERVICE AGREEMENT APPLICABLE TO INTERRUPTIBLE TRANSPORTATION  
SERVICE UNDER IT-1 RATE SCHEDULE ARTICLE II.  
GAS TO BE TRANSPORTED 1.1 Subject to the terms and provisions of this Service Agreement and Sabine's IT-1 Rate Schedule, Sabine agrees to accept such quantities of gas as Shipper may cause to be tendered to Sabine at any nominated Receipt Point(s) on any Day during the term of this Service Agreement; provided, however, that Sabine shall only be obligated to accept on any Day for transportation hereunder that quantity of gas Sabine determines it has Available Capacity to receive, transport, and deliver and provided further that in no event shall Sabine be obligated to accept gas on any Day in excess of the Maximum Daily Quantity(ies) for each Receipt Point(s) or in excess of the Maximum Daily Transportation Quantity set forth in Subsection 2.4 of Article II.1.2  
Subject to the terms and provisions of this Service Agreement and Sabine's IT-1 Rate Schedule, Sabine shall deliver for the account of Shipper and Shipper shall accept at any nominated Delivery Point(s) an equivalent quantity of gas, less an allowance for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities and other appropriate reductions, to the quantity of gas received by Sabine from Shipper at the Receipt Point(s) for transportation hereunder; provided, however, that in no event shall Sabine be obligated to deliver gas on any Day in excess of the Maximum Daily Quantity(ies) for such Delivery Point(s), or in excess of the Maximum Daily Transportation Quantity set forth in Subsection 2.4 of Article II.1.3 If on any Day Sabine should determine that the remaining transportation capacity of its system, after Sabine has transported gas for Shippers with superior rights to transportation, is insufficient to transport all quantities of gas under transportation agreements entitled to similar transportation services, Sabine shall allocate the available transportation capacity on the basis set forth in Section 6 of the General Terms and Conditions incorporated by reference in Sabine's IT-1 Rate Schedule.

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**First Revised Sheet No. 442** First Revised Sheet No. 442 Superseding: Original Sheet No. 442

ARTICLE II. RECEIPT POINT(S), DELIVERY POINT(S), PRESSURES AND QUANTITY

2.1 All Receipt Points and Delivery Points listed in the Informational Postings section of Sabine's Internet web site shall be available for transportation service under this Service Agreement. Priority of transportation service using such points will be determined pursuant to Section 6 of the General Terms and Conditions incorporated by reference into Sabine's IT-1 Rate Schedule.

2.2 Shipper shall cause gas to be delivered to Sabine at Receipt Point(s) at a pressure sufficient to allow the gas to enter Sabine's System as such pressure shall vary from time to time and place to place. Sabine shall not be required to compress gas in order to receive gas into its System.

2.3 Sabine shall deliver gas at each Delivery Point(s) for the account of Shipper at the pressure which shall be available from time to time in Sabine's System.

2.4 Shipper's Maximum Daily Transportation Quantity under this Service Agreement is \_\_\_\_\_ Dt per day.

ARTICLE III. RATE(S), IT-1 RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

3.1 Shipper shall pay Sabine for services rendered hereunder in accordance with Sabine's IT-1 Rate Schedule, or superseding rate schedule(s), on file with and subject to the jurisdiction of the FERC and lawfully in effect from time to time. The following

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**First Revised Sheet No. 443** First Revised Sheet No. 443 Superseding: Original Sheet No. 443 are the charges set forth in such IT-1 Rate Schedule which apply to service rendered under this Service Agreement: (List applicable charges by reference to Section 3 of IT-1 Rate Schedule) 3.2 Sabine shall have the right, from time to time, to file and to seek FERC approval, pursuant to Section 4 of the Natural Gas Act, to change any rates, charges or provisions set forth in its IT-1 Rate Schedule or its General Terms and Conditions, incorporated by reference as part of this Service Agreement. Sabine shall place such changes in effect in accordance with Section 4(c) of the Natural Gas Act and this Service Agreement shall be deemed to include such changes which become effective by operation of law or by FERC Order, without prejudice to Shipper's right to protest the same. 3.3 This Service Agreement in all respects is subject to the provisions of Sabine's IT-1 Rate Schedule, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in such IT-1 Rate Schedule filed by Sabine with the FERC, all of which are by reference made a part hereof. 3.4 Any changes or additions to this Service Agreement are set forth in the Exhibit. ARTICLE IV 4. REGULATORY REQUIREMENTS AND CONDITIONS PRECEDENT 4.1 The transportation arrangements provided for in this Service Agreement are subject to the provisions of Part 284 of the FERC's regulations, as amended from time to time. 4.2 Transportation of gas provided for under the terms and provisions of this Service Agreement shall not commence until the following conditions have been met: a) Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;

Effective Date: 09/01/2005 Status: Effective  
FERC Docket: RP05-455-000

**First Revised Sheet No. 444** First Revised Sheet No. 444 : Effective  
Superseding: Original Sheet No. 444

- b) Any certificate or regulatory authorization for the use of facilities necessary to commence transportation has been obtained;
- c) Any force majeure event preventing Sabine or Shipper from performing its obligations under this Service Agreement has been remedied;
- d) Shipper satisfies the credit worthiness criteria in accordance with Section 24 of the General Terms and Conditions of Sabine's FERC Gas Tariff.

ARTICLE V

5. TERM

- 5.1 This Service Agreement shall be effective \_\_\_\_\_.
- 5.2 After this Service Agreement becomes effective, it shall continue in full force and effect until \_\_\_\_\_.

ARTICLE VI

6. CANCELLATION OF PRIOR CONTRACTS

- 6.1 When this Service Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto for the transportation of gas by Sabine for Shipper:

ARTICLE VII

7. NOTICES

- 7.1 Any formal notice, request or demand that either party gives to the other regarding this Service Agreement

Effective Date: 04/01/2006 Status: Effective  
FERC Docket: RP06-265-000

**Second Revised Sheet No. 445** Second Revised Sheet No. 445 : Effective  
Superseding: First Revised Sheet No. 445

shall be in writing and shall be mailed by first class,  
registered or certified mail or delivered in hand to the  
following address of the other party:

Sabine:

Sabine Pipe Line LLC  
P. O. Box 4879  
Houston, TX 77210-4879  
Attn: Contract Administration

Shipper:

or to such other address as a party shall designate by  
formal written notice. Routine communications may be mailed  
by ordinary mail. Operational communications by telephone,  
fax or other mutually agreeable means shall be considered as  
duly delivered without further written confirmation unless  
specifically required otherwise by Sabine's FERC Gas Tariff.

- 7.2 Written nominations to schedule transportation service  
hereunder shall be directed to Sabine at the following  
telephone and fax numbers:

Sabine Pipe Line LLC  
Nominations Desk  
Phone: (713) 432-2966  
Fax: (713) 432-2757

- 7.3 Wire transfer payments to Sabine shall be accompanied with  
the instructions "to credit the account of Sabine Pipe Line  
LLC" and shall be sent to the following bank and account  
number:

(This Subsection 7.3 is to be completed  
indicating the Bank Name, Bank Routing Address  
and Sabine Account Number)

- 7.4 Payments made by check remittance shall be mailed to:

(This Subsection 7.4 is to be completed  
indicating the Bank Name, Bank Address  
and Sabine Account Number)

Effective Date: 07/01/2008 Status: Effective

FERC Docket: RP08-391-000

**Third Revised Sheet No. 446**

Third Revised Sheet No. 446 Superseding: Second Revised Sheet No. 4467.5  
Remittance detail supporting payments to Sabine, and any notice, request or demand regarding statements, bills or payments shall be mailed to the following address: Sabine Pipe Line LLC P. O. Box 4879 Houston, TX 77210-4879 Attn: Sabine Accounting ARTICLE VIII.8. MISCELLANEOUS.8.1 Sabine and Shipper expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this Service Agreement and of the General Terms and Conditions incorporated by reference in Sabine's IT-1 Rate Schedule.8.2 Unless otherwise provided, all substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, that Sabine recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be Sabine's sole property and Sabine shall not be obligated to account to Shipper for any value, whether or not realized by Sabine, that may attach or be said to attach to such substances.8.3 The Exhibit attached to this Service Agreement is hereby incorporated by reference as part of this Service Agreement. The parties may amend the Exhibit by mutual agreement, which amendment shall be reflected in a revised Exhibit and shall be incorporated by reference as part of this Service Agreement.

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00-24-001

**Original Sheet No. 447** Original Sheet No. 447 : Effective

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement in duplicate originals on the day and year first written above.

WITNESSES:

SABINE PIPE LINE LLC

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 07/01/2008 Status: Effective  
FERC Docket: RP08-391-000

**Second Revised Sheet No. 448** Second Revised Sheet No. 448 Superseding: First Revised Sheet No. 448  
FORM OF SERVICE AGREEMENT APPLICABLE TO INTERRUPTIBLE TRANSPORTATION  
SERVICE UNDER IT1 RATE SCHEDULE EXHIBIT  
To The Interruptible Transportation Service Agreement  
Dated \_\_\_\_\_ Between Sabine Pipe Line LLC  
And \_\_\_\_\_ Other Operating Provisions Additional or  
Substitute Provisions Effective Date of this Exhibit: \_\_\_\_\_ Supersedes Exhibit Effective:  
\_\_\_\_\_ SABINE PIPE LINE LLC By \_\_\_\_\_  
\_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_ Date

*Effective Date: 07/01/2008 Status: Effective*

*FERC Docket: RP08-391-000*

**First Revised Sheet No. 449** First Revised Sheet No. 449 Superseding: Original Sheet No. 449  
RESERVED SHEET

*Effective Date: 07/01/2008 Status: Effective*

*FERC Docket: RP08-391-000*

**First Revised Sheet No. 450** First Revised Sheet No. 450

Superseding: Original Sheet No. 450

RESERVED SHEET

*Effective Date: 05/01/2000 Status: Effective*

*FERC Docket: CP00- 24-001*

**Original Sheet No. 451** Original Sheet No. 451 : Effective

RESERVED SHEETS

Original Sheets Nos. 451 through 469 have been reserved.

Effective Date: 05/01/2000 Status: Effective

FERC Docket: CP00- 24-001

**Original Sheet No. 470** Original Sheet No. 470 : Effective

FORM OF SERVICE AGREEMENT  
APPLICABLE TO TEMPORARY FIRM TRANSPORTATION SERVICE  
PURSUANT TO AWARD OF RELEASED CAPACITY

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Sabine Pipe Line LLC, a Delaware limited liability company, hereinafter referred to as Sabine, and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as Replacement Shipper.

PURPOSE

The purpose of this Agreement is to set forth the terms and conditions for prequalification as a bidder and replacement shipper under the provisions of Sabine's capacity release program, as described in Section 10 of the General Terms and Conditions of Sabine's FERC Gas Tariff, as it may be amended from time to time. Prequalification will permit Replacement Shipper to become an eligible bidder for released capacity posted on Sabine's Internet web site (web site). Prequalification will further permit an eligible bidder awarded capacity under the capacity release program to nominate and receive firm transportation service as described in such award upon the execution of a Confirmation Letter.

CONFIRMATION LETTER

Upon the award of capacity to Replacement Shipper under Sabine's capacity release program, Sabine will provide Replacement Shipper a Confirmation Letter incorporating the terms of an accepted bid for capacity. Replacement Shipper shall execute and return the Confirmation Letter to Sabine no later than one day prior to Sabine's nomination deadline for transportation service using the released capacity. Sabine and Replacement Shipper agree that their respective signatures on such Confirmation Letter transmitted by facsimile or other similar technology will be deemed valid "signed writings." Upon execution, Replacement Shipper will be permitted to nominate transportation service on Sabine in accordance with Sabine's FERC Gas Tariff coextensive with the rights acquired from the Releasing Shipper.

*Effective Date: 09/01/2005 Status: Effective*  
*FERC Docket: RP05-455-000*

**First Revised Sheet No. 471** First Revised Sheet No. 471 : Effective  
Superseding: Original Sheet No. 471

CONDITIONS OF SERVICE

Firm transportation service provided pursuant to an award of temporary firm transportation service under Sabine's capacity release program is subject to the terms and conditions of Sabine's FERC Gas Tariff, including the General Terms and Conditions, the FT-1 Rate Schedule and rates, and the FT Service Agreement. Sabine has the unilateral right to file revisions to these documents at any time and to implement such changes pursuant to the regulations and orders of the appropriate regulatory authority, and Replacement Shipper has the right to protest such filings.

Replacement Shipper must comply with Sabine's Credit provisions in Section 24 of the General Terms and Conditions prior to being placed on Sabine's approved list of eligible bidders for released capacity. Failure to maintain compliance will result in the removal of Replacement Shipper from the list of Eligible Bidders until such time as Replacement Shipper is in compliance with the requirements of these provisions. Further, service provided pursuant to an award of released capacity is subject to suspension if Replacement Shipper fails to meet the requirements of Section 24.

TERM

This Agreement is effective as of the first date written above, and will continue in effect for a period of one year, and month to month thereafter until terminated. This Agreement may be terminated by Sabine or Replacement Shipper at any time upon 10 days prior written notice. However, termination will not relieve either party of the obligation to perform the terms of this agreement as to any transactions that were commenced prior to termination.

NOTICES

Any formal notice, request, or demand that either party gives to the other regarding this service agreement must be in writing and be mailed by first class, registered or certified mail or be delivered in hand to the following address of the other party, or to such other address as

Effective Date: 04/01/2006 Status: Effective  
FERC Docket: RP06-265-000

**Third Revised Sheet No. 472** Third Revised Sheet No. 472 : Effective  
Superseding: Second Revised Sheet No. 472  
either may designate by formal written notice. Routine  
communications may be mailed by ordinary mail. Operational  
communications by telephone, fax, Internet web site (web site),  
or other mutually agreeable means will be considered as duly  
delivered without further written confirmation, unless  
specifically required by Sabine's FERC Gas Tariff.

Sabine:

Sabine Pipe Line LLC  
P. O. Box 4879  
Houston, TX 77210-4879  
Attn: Contract Administration

Replacement Shipper:

Written nominations to schedule transportation service hereunder  
shall be directed to Sabine at the following telephone and fax  
numbers:

Sabine Pipe Line LLC  
Nominations Desk  
Phone: (713) 432-2966  
Fax: (713) 432-2757

Wire transfer payments to Sabine shall be accompanied with the  
instructions "to credit the account of Sabine Pipe Line LLC" and  
shall be sent to the following bank and account number:

(This subsection is to be completed  
indicating the Bank Name, Bank Routing Address  
and Sabine Account Number)

Payments made by check remittance shall be mailed to:

(This subsection is to be completed  
indicating the Bank Name, Bank Address  
and Sabine Account Number)

Remittance detail supporting payments to Sabine, and any notice,  
request or demand regarding statements, bills or payments shall  
be mailed to the following address:

Sabine Pipe Line LLC  
P. O. Box 4879  
Houston, TX 77210-4879  
Attn: Sabine Accounting

Effective Date: 04/01/2006 Status: Effective

FERC Docket: RP06-265-000

**First Revised Sheet No. 472A** First Revised Sheet No. 472A : Effective

Superseding: Original Sheet No. 472A

NOTIFICATIONS TO RELEASING SHIPPER

Shipper acknowledges and agrees that, in accordance with NAESB WGQ 5.3.60, Sabine will provide Releasing Shipper, \_\_\_\_\_, with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Sabine to Shipper, of the following:

- (1) Notice to Shipper regarding Shipper's past due, deficiency, or default status pursuant to Sabine's FERC Gas Tariff;
- (2) Notice to Shipper regarding Shipper's suspension of service notice;
- (3) Notice to Shipper regarding Shipper's contract termination notice due to default or credit-related issues; and
- (4) Notice to Shipper that Shipper is no longer creditworthy and has not provided credit alternative(s) pursuant to Sabine's FERC Gas Tariff.

*Effective Date: 09/01/2005 Status: Effective*  
*FERC Docket: RP05-455-000*

**Second Revised Sheet No. 473** Second Revised Sheet No. 473 : Effective  
Superseding: First Revised Sheet No. 473

MISCELLANEOUS

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS AND THE PARTIES HERETO STIPULATE THAT WITH RESPECT TO ANY AND ALL DISPUTES BETWEEN THE PARTIES ARISING FROM OR RELATING TO THIS CONTRACT, VENUE WILL LIE IN THE FEDERAL OR STATE COURTS OF HOUSTON, HARRIS COUNTY, TEXAS.

In no event shall either party be liable to the other for any special, punitive, incidental, indirect, or consequential damages, including but not limited to loss of profits or business interruptions, arising out of or in any way related to this agreement.

This agreement may not be assigned without the prior written consent of the other party. Either party may terminate this agreement immediately if it is assigned without the other party's prior written consent.

The failure of either party to exercise any right granted herein will not impair, or be deemed a waiver of, that party's privilege of exercising that right any subsequent time.

This Agreement may not be amended unless the amendment is in writing and signed by both parties.

This Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter and to all present and future valid orders, rules, and regulations of duly constituted authorities having jurisdiction.

