FERC GAS TARIFF

SECOND REVISED VOLUME No. 1 (Supersedes First Revised Volume No. 1)

OF

SABINE PIPE LINE COMPANY

FILED WITH THE

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this tariff should be addressed to:

L. Wade Hopper
Manager - Regulatory Affairs
Sabine Pipe Line Company
P. O. Box 4781
Houston, Texas 77210-4781
1111 Bagby
Houston, Texas 77002

Phone: (713) 752-7188 Fax: (713) 650-0848

# **Table of Contents**

Original Sheet No. 1	6
Original Sheet No. 2	7
Original Sheet No. 10	8
Original Sheet No. 11	9
Original Sheet No. 12	10
Substitute Sixth Revised Sheet No. 20	11
Original Sheet No. 20A	12
Original Sheet No. 21	13
Original Sheet No. 22	14
Original Sheet No. 100	15
Original Sheet No. 101	16
First Revised Sheet No. 102	17
Original Sheet No. 103	18
Original Sheet No. 104	19
Original Sheet No. 120	20
First Revised Sheet No. 121	21
First Revised Sheet No. 122	22
Original Sheet No. 123	23
Original Sheet No. 124	24
Original Sheet No. 140	25
First Revised Sheet No. 141	26
Original Sheet No. 142	27
Original Sheet No. 143	28
Original Sheet No. 200	29
First Revised Sheet No. 201	30
Original Sheet No. 202	31
Second Revised Sheet No. 203	32
Original Sheet No. 203A	33
Second Revised Sheet No. 204	34
First Revised Sheet No. 204A	35
First Revised Sheet No. 205	36
First Revised Sheet No. 206	37
First Revised Sheet No. 207	38
Original Sheet No. 208	39
Original Sheet No. 209	40
Original Sheet No. 210	41
Original Sheet No. 211	42
First Revised Sheet No. 212	43
Original Sheet No. 213	44
Original Sheet No. 214	45
Original Sheet No. 215	46
Original Sheet No. 216	47
Original Sheet No. 217	48
Original Sheet No. 218	49
First Revised Sheet No. 219	50

First Revised Sheet No. 220	51
Original Sheet No. 221	52
Original Sheet No. 222	53
Original Sheet No. 223	54
Original Sheet No. 224	55
Substitute Second Revised Sheet No. 225	56
Third Revised Sheet No. 226	57
Third Revised Sheet No. 226A	58
First Revised Sheet No. 226B	59
Substitute Original Sheet No. 226C	60
Original Sheet No. 226D	61
First Revised Sheet No. 227	62
Original Sheet No. 228	63
Original Sheet No. 229	64
Second Revised Sheet No. 230	65
Second Revised Sheet No. 231	66
Second Revised Sheet No. 231A	67
Second Revised Sheet No. 232	68
First Revised Sheet No. 233	69
First Revised Sheet No. 234	70
Original Sheet No. 235	71
Second Revised Sheet No. 236	72
First Revised Sheet No. 237	73
Original Sheet No. 238	74
Second Revised Sheet No. 239	75
Original Sheet No. 239A	76
First Revised Sheet No. 240	77
First Revised Sheet No. 241	78
Original Sheet No. 241A	79
Original Sheet No. 242	80
First Revised Sheet No. 245	81
Original Sheet No. 245A	82
First Revised Sheet No. 246	83
Original Sheet No. 246A	84
Original Sheet No. 247	85
Second Revised Sheet No. 248	86
First Revised Sheet No. 248A	87
Original Sheet No. 249	88
Original Sheet No. 250	89
First Revised Sheet No. 251	90
Second Revised Sheet No. 252	91
Third Revised Sheet No. 253	92
Second Revised Sheet No. 254	93
Second Revised Sheet No. 255	94
Substitute First Revised Sheet No. 256	95
First Revised Sheet No. 261	96

Substitute First Revised Sheet No. 262	97
Second Revised Sheet No. 265	98
Second Revised Sheet No. 266	
Second Revised Sheet No. 267	99 100
First Revised Sheet No. 268	101
Original Sheet No. 269	102
Original Sheet No. 270	103
First Revised Sheet No. 271	104
First Revised Sheet No. 272	105
First Revised Sheet No. 273	106
Original Sheet No. 274	107
Original Sheet No. 275	108
Original Sheet No. 276	109
Original Sheet No. 277	110
Original Sheet No. 278	111
Original Sheet No. 278A	112
Original Sheet No. 279	113
Original Sheet No. 280	114
Original Sheet No. 281	115
Original Sheet No. 282	116
Original Sheet No. 283	117
Original Sheet No. 284	118
Second Revised Sheet No. 285	119
Third Revised Sheet No. 286	120
First Revised Sheet No. 286A	121
First Revised Sheet No. 287	122
Original Sheet No. 288	123
Fourth Revised Sheet No. 289	124
Original Sheet No. 290	125
Original Sheet No. 291	126
Original Sheet No. 292	127
Original Sheet No. 293	128
Original Sheet No. 294	129
Original Sheet No. 295	130
Original Sheet No. 296	131
Sixth Revised Sheet No. 297	132
Third Revised Sheet No. 298	133
Original Sheet No. 299	134
Original Sheet No. 400	135
Original Sheet No. 401	136
Original Sheet No. 402	137
Original Sheet No. 403	138
Original Sheet No. 404	139
Original Sheet No. 405	140
Original Sheet No. 406	141
Original Sheet No. 407	142
Original Offociator for	1-7∠

Original Sheet No. 408	143
First Revised Sheet No. 409	144
First Revised Sheet No. 410	145
Original Sheet No. 411	146
Original Sheet No. 412	147
Original Sheet No. 440	148
Original Sheet No. 441	149
Original Sheet No. 442	150
Original Sheet No. 443	151
Original Sheet No. 444	152
Original Sheet No. 445	153
Original Sheet No. 446	154
Original Sheet No. 447	155
First Revised Sheet No. 448	156
First Revised Sheet No. 449	157
Original Sheet No. 450	158
Original Sheet No. 451	159
First Revised Sheet No. 470	160
Original Sheet No. 471	161
First Revised Sheet No. 472	162

# $\textbf{Original Sheet No. 1} \; \texttt{Original Sheet No. 1} \; : \; \; \texttt{Superseded}$

# TABLE OF CONTENTS

SECOND REVISED VOLUME NO. 1 (Supersedes First Revised Volume No. 1)

Description	Sheet	No.
Preliminary Statement		10
System Map		11
Statement of Transportation Rates		20
Rate Schedules:		
FT-1 Firm Transportation Service	-	100
IT-1 Interruptible Transportation Service	-	120
General Transportation Service T-3	:	140
General Terms and Conditions	ź	200
Form of Service Agreements:		
Applicable to Firm Transportation : Under FT-1 Rate Schedule		e 400
Applicable to Interruptible Transposervice Under IT-1 Rate Schedule		on 440
Applicable to Temporary Firm Transportation Service Pursuant to Award of Released		
Capacity		470

Original Sheet No. 2 Original Sheet No. 2: Superseded

# RESERVED SHEETS

Original Sheets Nos. 2 through 9 have been reserved.

FERC Docket: RS92- 78-003

Original Sheet No. 10 Original Sheet No. 10: Superseded

#### PRELIMINARY STATEMENT

Sabine Pipe Line Company (Sabine) is a corporation, 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.

Original Sheet No. 11 Original Sheet No. 11: Superseded

SYSTEM MAP

This sheet to be replaced by System Map.

Original Sheet No. 12 Original Sheet No. 12: Superseded

# RESERVED SHEETS

Original Sheets Nos. 12 through 19 have been reserved.

FERC Docket: RP97-109-008

Substitute Sixth Revised Sheet No. 20 Substitute Sixth Revised Sheet No. 20: Superseded

Superseding: Sheet No. 20

# STATEMENT OF TRANSPORTATION RATES (Rates per Dt)

Rate Schedule	Maximum	Rate	Minimu	m Rate
FT-1 Rate Schedule Monthly Reservation Rate	\$ 2	.6518		
Daily Reservation Rate 1 Usage Rate ACA Rate 2/	\$	.0871 .0100 .0022	\$	.0100
Total Daily Rate	\$	.0993	\$	.0122
IT-1 Rate Schedule				
Usage Rate ACA Rate 2/		.0981 .0022	\$ \$	.0100
Total Daily Rate	\$	.1003	\$	.0122
General Rate Schedule T-	.3			
Usage Rate ACA Rate 2/		.0981	\$ \$	.0100
Total Rate	\$	.1003	\$	.0122

Additional Charges Applicable to All Rate Schedules Fuel Gas Reimbursement 0 %

FERC Docket: RP97-109-007

Original Sheet No. 20A Original Sheet No. 20A: Superseded

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 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.

FERC Docket: RS92- 78-003

Original Sheet No. 21 Original Sheet No. 21: Superseded

#### MITIGATION PLAN

The Maximum Reservation Rate used in the determination of a Reservation Charge under qualifying Firm Service Agreements will be adjusted at low load factors over a three-year period to mitigate the rate design cost shift resulting from changing from the Modified Fixed Variable rate design to the Straight Fixed Variable rate design. Qualifying Firm Service Agreements are those agreements for firm transportation service under Sabine's FT-1 Rate Schedule in effect on or prior to May 18, 1992, and which remained in effect after July 30, 1993. Each month, the Maximum Reservation Rate used to determine the Reservation Charge for each qualifying Firm Service Agreement will be computed based upon the actual load factor, in accordance with the mitigation formulas for the effective time periods set forth herein.

Mitigation Formulas for Reservation Rate

Effective Period: July 31, 1993 through July 30, 1994

Load Factor Range: 0.0% ó LF ó 60.5%

Reservation Rate: \$ 2.1517 + (\$ 0.8267) (Load Factor)

Effective Period: July 31, 1994 through July 30, 1995

Load Factor Range: 0.0% ó LF ó 32.8%

Reservation Rate: \$ 2.3473 + (\$ 0.9295) (Load Factor)

Effective Period: July 31, 1995 through July 30, 1996

Load Factor Range: 0.0% ó LF ó 10.5%

Reservation Rate: \$ 2.5429 + (\$ 1.0323) (Load Factor)

Original Sheet No. 22 Original Sheet No. 22: Superseded

# RESERVED SHEETS

Original Sheets Nos. 22 through 99 have been reserved.

FERC Docket: RS92- 78-003

Original Sheet No. 100 Original Sheet No. 100: Superseded

FT-1 RATE SCHEDULE FIRM TRANSPORTATION SERVICE

#### AVAILABILITY

This Rate Schedule is available to any Shipper for firm transportation of gas by Sabine Pipe Line Company (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 9 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: (1) from Primary Receipt Point(s) to Primary Delivery Point(s), (2) from Alternate Receipt Point(s) to

FERC Docket: RS92- 78-003

Original Sheet No. 101 Original Sheet No. 101: Superseded

Primary Delivery Point(s), (3) from Primary Receipt Point(s) to Alternate Delivery Point(s), and (4) from Alternate Receipt Point(s) to Alternate Delivery Point(s), subject to the availability of capacity, to the provisions of an executed Firm Service Agreement, and to the General Terms and Conditions incorporated herein by reference.

- b) 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 Alternate Receipt Point(s) as nominated by Shipper, the transportation of that gas through Sabine's system, and the delivery of that gas, after appropriate reductions, for the account of Shipper at the Primary Delivery Point(s) specified in an executed Service Agreement or Alternate Delivery Point(s) as nominated by Shipper.
- c) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Reservation Quantity specified in an executed Firm Service Agreement and Sabine shall not be obligated to provide transportation service hereunder in excess of the Maximum Daily Reservation 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 Reservation Charge, Usage Charge, and ACA Charge, 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:

FERC Docket: RP97-109-001

First Revised Sheet No. 102 First Revised Sheet No. 102: Superseded Superseding: Original Sheet No. 102

 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, Second Revised Volume No. 1, or superseding tariff.
- b) Usage Charge An amount determined as the product of:
  - 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, Second Revised Volume No. 1, or superseding tariff.
- c) ACA Charge An amount determined as the product of:
  - 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, Second Revised Volume No. 1, or superseding tariff.
- 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 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

FERC Docket: RS92- 78-003

Original Sheet No. 103 Original Sheet No. 103: Superseded

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.

Original Sheet No. 104 original Sheet No. 104 : Superseded

# RESERVED SHEETS

Original Sheets Nos. 104 through 119 have been reserved.

FERC Docket: RS92- 78-003

Original Sheet No. 120 Original Sheet No. 120: Superseded

IT-1 RATE SCHEDULE INTERRUPTIBLE TRANSPORTATION SERVICE

#### AVAILABILITY

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

- Sabine determines that it has available capacity to render the interruptible transportation service and is able to provide said transportation;
- 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;
- Shipper satisfies the credit worthiness criteria in accordance with Section 9 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

FERC Docket: RP97-109-001

First Revised Sheet No. 121 First Revised Sheet No. 121: Superseded

Superseding: Original Sheet No. 121

capacity and Sabine's operating conditions and System requirements, to the provisions of an executed Interruptible Service Agreement and to the General Terms and Conditions incorporated herein by reference.

- b) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation from the Receipt Point(s) specified in an executed Interruptible Service Agreement, the transportation of that gas through Sabine's System, and the delivery of that gas, after appropriate reductions, for the account of Shipper at the Delivery Point(s) specified in an executed Interruptible Service Agreement.
- c) Transportation service provided under this Rate Schedule shall be limited to Shipper's Maximum Daily Transportation Quantity 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 so specified.

#### 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, ACA Charge, 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:
  - The total quantity of gas in Dts delivered by Sabine for the account of Shipper during the previous month; and

FERC Docket: RP97-109-001

First Revised Sheet No. 122 First Revised Sheet No. 122: Superseded 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, Second Revised
 Volume No. 1, or superseding tariff.

- b) ACA Charge An amount determined as the product of:
  - 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, Second Revised Volume No. 1, or superseding tariff.
- c) 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.

FERC Docket: RS92- 78-003

Original Sheet No. 123 Original Sheet No. 123: Superseded

#### 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.

Original Sheet No. 124 Original Sheet No. 124: Superseded

# RESERVED SHEETS

Original Sheets Nos. 124 through 139 have been reserved.

FERC Docket: RS92- 78-003

Original Sheet No. 140 Original Sheet No. 140: Superseded

RATE SCHEDULE T-3
GENERAL TRANSPORTATION SERVICE

#### AVAILABILITY

This Rate Schedule is available to any existing Shipper for continued general transportation of gas by Sabine Pipe Line Company (Sabine) under the authority and provisions of Section 7(c) of the Natural Gas Act provided that:

- a) Shipper has an executed Gas Transportation Agreement for General Service for service under this Rate Schedule.
- b) Shipper desires to continue transportation service under this Rate Schedule until the expiration of any executed Gas Transportation Agreement for General Service.

New transportation service is not available under this  $\ensuremath{\mathsf{Rate}}$  Schedule.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

- a) Transportation service hereunder, through all or any portion of Sabine's System, shall be subject to the terms and conditions of an executed Gas Transportation Agreement for General Service.
- b) Transportation service hereunder shall consist of the acceptance by Sabine of gas tendered for the account of Shipper for transportation at the Receipt Point(s) specified in an executed Gas Transportation Agreement for General Service, the transportation of that gas through Sabine's system, and the delivery of that gas, after appropriate reductions, for the account of Shipper at the Delivery Point(s) specified in an executed Gas Transportation Agreement for General Service.
- c) Transportation Service provided under this Rate Schedule shall be limited to Shipper's Maximum

FERC Docket: RP97-109-001

First Revised Sheet No. 141 First Revised Sheet No. 141: Superseded

Superseding: Original Sheet No. 141

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:
  - 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, Second Revised Volume No. 1, or superseding tariff.
- b) ACA Charge An amount determined as the product of:
  - 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, Second Revised Volume No. 1, or superseding tariff.
- c) Any charges authorized from time to time under the provisions of this FERC Gas Tariff.

FERC Docket: RS92- 78-003

Original Sheet No. 142 Original Sheet No. 142: Superseded

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.

Original Sheet No. 143 Original Sheet No. 143: Superseded

# RESERVED SHEETS

Original Sheets Nos. 143 through 199 have been reserved.

# Original Sheet No. 200 <code>Original Sheet No. 200 : Superseded</code>

# GENERAL TERMS AND CONDITIONS

#### Table of Contents

Section	Description She	eet 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

FERC Docket: RP97-109-003

First Revised Sheet No. 201 First Revised Sheet No. 201 : Superseded Superseding: Original Sheet No. 201

# Table of Contents

Section	Description	Sheet	No
18	Liability and Warranty	29	0
19	Force Majeure	29	1
20	Assignment	29	5
21	Non-waiver of Future Default	29	6
22	Descriptive Headings	29	7
23	GISB Standards	29	7

FERC Docket: RS92- 78-003

Original Sheet No. 202 Original Sheet No. 202: Superseded

GENERAL TERMS AND CONDITIONS

#### 1. 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:

#### 1.1 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.

#### 1.2 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.

#### 1.3 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.

#### 1.4 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

FERC Docket: RP97-109-007

Second Revised Sheet No. 203 Second Revised Sheet No. 203 : Superseded

Superseding: Sheet No. 203

tenths degrees Fahrenheit  $(58.5~\mathrm{F})$  to fifty-nine and five tenths degrees Fahrenheit  $(59.5~\mathrm{F})$  at an absolute pressure of fourteen and seventy-three hundredths pounds per square inch  $(14.73~\mathrm{psia})$ . The standard Btu is the International Btu, which is also called the Btu(IT). MMBtu shall mean one million (1,000,000) Btus.

1.5 Business Day

Monday through Friday, excluding Federal Banking Holidays.

1.6 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.

1.7 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.

1.8 Delivery Point(s)

Any point on Sabine's System where quantities of gas may be delivered by Sabine for the account of Shipper.

1.9 Dekatherm (Dt)

1.10 Equivalent Quantities

The total heating value of gas measured in Dts received by Sabine for the account of Shipper at the Receipt Point(s) during any given period of time.

1.11 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.

FERC Docket: RP97-109-001

Original Sheet No. 203A Original Sheet No. 203A: Superseded

1.12 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.

1.13 GISB

Gas Industry Standards Board.

1.14 GISB Standards

Any and all such standards issued by GISB and adopted by FERC.

FERC Docket: RP99- 8-001

Second Revised Sheet No. 204 Second Revised Sheet No. 204: Superseded

Superseding: First Revised Sheet No. 204

#### 1.15 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 (60F), and under a pressure equivalent to that of thirty inches of mercury (30" Hg) at thirty-two degrees Fahrenheit (32F), 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.

#### 1.16 Intraday Nomination

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.

- 1.17 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.
- 1.18 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 Exhibit B of an executed Interruptible Service Agreement between Shipper and Sabine.

FERC Docket: RP97-109-007

First Revised Sheet No. 204A First Revised Sheet No. 204A: Superseded

Superseding: et No. 204A

1.20 Month

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

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

FERC Docket: RP97-109-001

First Revised Sheet No. 205 First Revised Sheet No. 205 : Superseded

Superseding: Original Sheet No. 205

#### 1.21 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.

#### 1.22 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.

#### 1.23 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.

#### 1.24 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.

#### 1.25 Psia

Pounds per square inch absolute.

#### 1.26 Psig

Pounds per square inch gauge.

# 1.27 Receipt Point(s)

Any point on Sabine's System where quantities of gas may be received by Sabine for the account of Shipper.

FERC Docket: RP97-109-001

First Revised Sheet No. 206 First Revised Sheet No. 206: Superseded

Superseding: Original Sheet No. 206

## 1.28 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 (60øF) 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.

## 1.29 Shipper

Any individual, firm, corporation, agent, assignee or legal representative so designated to receive gas from or deliver gas to Sabine.

## 1.30 System

The pipeline, pipeline laterals, measurement, compression and related facilities owned, leased, or operated by or for Sabine.

## 1.31 Transportation

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

### 1.32 Unaccounted For Gas

The difference 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.

FERC Docket: RP98-265-000

First Revised Sheet No. 207 First Revised Sheet No. 207 : Superseded

Superseding: Original Sheet No. 207

- 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  $2.3\ \mathrm{of}$ 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
  - 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, and shall not be subject to limitation or interruption except as provided in Sections 6 and 19 of the General Terms and Conditions;
- ii) on a firm basis from the 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

FERC Docket: RS92- 78-003

Original Sheet No. 208 Original Sheet No. 208: Superseded

receipt of gas from Primary Receipt Points for all 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, and shall not be subject to limitation or interruption except as provided in Sections 6 and 19 of the General Terms and Conditions;
- ii) on a firm basis to the 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 for all firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

### 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 Manager - Transportation & Exchange. 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.

FERC Docket: RS92- 78-003

Original Sheet No. 209 Original Sheet No. 209: Superseded

### 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

FERC Docket: RS92- 78-003

Original Sheet No. 210 Original Sheet No. 210: Superseded

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 6.6 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.

FERC Docket: RS92- 78-003

Original Sheet No. 211 Original Sheet No. 211: Superseded

## 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.

FERC Docket: RP98-265-000

First Revised Sheet No. 212 First Revised Sheet No. 212: Superseded

Superseding: Original Sheet No. 212

- 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. Available interruptible capacity shall be allocated by Sabine on a first-come, first-served basis, and interruptible service priority shall be determined in accordance with Subsection 3.2. In the event new capacity becomes available due to the construction or acquisition of facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its Internet web site (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 interruptible service. In the event an expansion of capacity creates new capacity at points where a queue exists, new requests for IT service made during the open season will be accorded queue positions inferior to existing valid requests for IT service, unless the expansion is deemed incremental for ratemaking purposes.

### 3.2 Priority of Service

Interruptible transportation services shall be subject to and subordinate to firm transportation services provided by Sabine. Priority in allocation of available interruptible capacity shall be determined by the time and date Sabine receives a complete request for interruptible service under this FERC Gas Tariff, which conforms to Section 4 of the General Terms and Conditions, provided Shipper executes an Interruptible Service Agreement in the form contained in this FERC Gas Tariff within thirty (30) days from the date Sabine tenders an Interruptible Service Agreement for execution. If a Shipper fails to execute an Interruptible Service Agreement within thirty (30)

FERC Docket: RS92- 78-003

Original Sheet No. 213 Original Sheet No. 213: Superseded

days, the request for interruptible service shall be deemed a nullity for all present and future purposes. Sabine shall consider all complete requests in the order received and will notify Shipper in writing of the acceptance of a complete request. A request for interruptible service accepted by Sabine shall be unaffected by and shall have priority over subsequent requests for interruptible service without regard to the date of commencement specified in such subsequent request.

### 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 Manager - Transportation & Exchange. 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.

FERC Docket: RS92- 78-003

Original Sheet No. 214 Original Sheet No. 214: Superseded

## 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 Subsection 3.2. 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. A Shipper may amend its Interruptible Service Agreement to add or delete Receipt Point(s) and/or Delivery Point(s), or modify Receipt Point or Delivery Point daily transportation quantities, subject to the superior priority at such points accorded to firm service and to other Shippers pursuant to Subsection 3.2. In the event that a Shipper adds or changes Receipt Points and/or Delivery Points, changes Receipt Point or Delivery Point daily transportation quantities, or changes or increases its Maximum Daily Transportation Quantity, the Shipper shall not lose its priority of service as to its previous Receipt or Delivery Point daily transportation quantities or its Maximum Daily Transportation Quantity, and a new priority of service shall be limited solely to the incremental quantities added to each Receipt or Delivery Point under the Shipper's amended Interruptible Service Agreement.

### 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.

FERC Docket: RS92- 78-003

Original Sheet No. 215 Original Sheet No. 215: Superseded

## 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: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003

 $\textbf{Original Sheet No. 216} \; \texttt{Original Sheet No. 216} \; : \; \; \texttt{Superseded}$ 

- 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:

Effective Date: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003

Original Sheet No. 217 <code>Original Sheet No. 217 : Superseded</code>

SABINE PIPE LINE COMPANY REQUEST FOR SERVICE

SHIPPER INFORMATION

	of Incorporation :) Other Legal Descr	if applicab	le)		
Shippe	er is: (check one	∍)			
	LDC/Distributor Producer End User Other:	c		Intrastate Interstate Marketer	
Is Shi	pper affiliated	with Sabine	e?		
	Yes	No			
If yes	s, list type and	extent of a	affi	liation.	
Reques	sting Party's Nar (if differer	me: nt than shi	pper	c)	
Is Red		-	ith	Sabine?	
	questing Party ai	ffiliated w	ith	Sabine?	

3.	Shipper	Contacts:  Notices Invoicing	Scheduling & Nominations
	Title: Street Addre Mailing Addre Telepho	ess:	
	24-Hour	Contact: Telephon	e:
SERV	ICE INFO	DRMATION	
4.	Request	is for:	
		New Service	
		Amended Service to Agreement No.	
5.	Service	Authority:	
		NGPA Section 311 Service	
		NGA Section 7(c) Blanket Authori	ty (Part 284)
		NGA Section 7(c) Authority	
6.	Service	e Type:	
		Firm Service (FT-1 Rate Schedule	)
		Interruptible Service (IT-1 Rate	Schedule)

Original Sheet No. 218 original Sheet No. 218 : Superseded

Effective Date: 07/31/1993 Status: Effective FERC Docket: RS92-78-003

FERC Docket: RP97-109-001 First Revised Sheet No. 219 First Revised Sheet No. 219: Superseded Superseding: Original Sheet No. 219 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 Transportation Quantities: Firm Service Maximum Daily Reservation Quantity Interruptible Service Maximum Daily Transportation Quantity Dt 9. Estimated Transportation \_\_ Dt Quantity Over Primary Term 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.

Effective Date: 06/01/1997 Status: Effective

First Supe:	C Docket: RP97-109-001 E Revised Sheet No. 220 First Frseding: Original Sheet No. 220 IPT/DELIVERY POINTS	evised Sheet No. 220 : Supersede							
12.	<pre>Receipt Point(s):</pre>	Maximum Daily Quantity Dt							
		- ————————————————————————————————————							
1.2		Maximum Daily Quantity							
13.	Delivery Point(s):	Dt							
"ON I	BEHALF OF" ENTITY INFORMATION								
14.	Service pursuant to Section 33 "On Behalf Of"	1(a) of the NGPA will be							
	(Legal name) IDC IT	, which is an:							
15.	The named "On Behalf Of" entit								
	have physical custody	of and transport the gas							
	hold title to the gas								
	Sabine must receive a written "on behalf of" entity confirm distribution company or an int defined in the NGPA, and that physical custody of and transpot to the gas.	ng that it is a local crastate pipeline, as it will either have							

Original Sheet No. 221 Original Sheet No. 221: Superseded 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 Entity Type Type of Custody "On Behalf Of" Entities LDC Intrastate Transport Title SHIPPER AFFILIATION 16. Is the supplier of gas to be transported in any transaction associated with this request affiliated with Sabine? 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?

If yes, list the name of Marketer and the extent of affiliation with Sabine.  $% \left( 1\right) =\left( 1\right) ^{2}$ 

Effective Date: 07/31/1993 Status: Effective

FERC Docket: RS92- 78-003

FERC Docket: RS92- 78-003

Original Sheet No. 222 Original Sheet No. 222: Superseded

18.	If ga:	s is	being	maı	rketed	bу	а	Sabine	affiliat	ce,	does
	the c	ost c	of gas	to	Sabine	e's	af	filiate	exceed	the	sales
	price	rece	eived 1	ov S	Sabine	's i	nar	keting	affiliat	te?	

		Yes	3	=	 No		U	nknown
Ιf	yes,	by	how	much?				

19. Send completed requests to:

By Mail: By Overnight Mail or Courier:

Sabine Pipe Line Company
P. O. Box 4781
Houston, TX 77210-4781
Attn: Manager - T & E
Sabine Pipe Line Company
1111 Bagby Street
Houston, TX 77002
Attn: Manager - T & E

Telephone No.: (713) 752-4046 Telefax No.: (713) 752-4667

### 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  $% \left( 1\right) =\left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right) \left($ 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

Effective Date: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003
Original Sheet No. 223 Original Sheet No. 223: Superseded
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:

FERC Docket: RS92- 78-003

Original Sheet No. 224 Original Sheet No. 224: Superseded

## 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.

FERC Docket: RP97-109-008

Substitute Second Revised Sheet No. 225 Substitute Second Revised Sheet No. 225: Superseded

Superseding: d 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 GISB 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 GISB Standard 1.4.1.

FERC Docket: RP97-109-001

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

## 5.2 Nomination Deadlines

Standard Nominations

The standard nominations timeline is as follows: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Sabine; noon for 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).

FERC Docket: RP99- 8-000

Third Revised Sheet No. 226A Third Revised Sheet No. 226A: Superseded

Superseding: Second 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. Except as provided below, Intraday Nominations for firm transportation services will be given priority over scheduled and flowing interruptible transportation services. 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 6.3 of this FERC Gas Tariff, and will be effective at the start of the requested service date.

Intraday Nominations will be processed according
to the following timelines:

1) 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; 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).

FERC Docket: RP99- 8-000

First Revised Sheet No. 226B First Revised Sheet No. 226B: Superseded

Superseding: Original Sheet No. 226B

Scheduled quantities resulting from an Evening Nomination that does not cause another Shipper 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 Shipper on Sabine to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on Gas Day.

2) 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; 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 Gas Day).

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

3) 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; 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 the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

FERC Docket: RP99- 8-001

Substitute Original Sheet No. 226C Substitute Original Sheet No. 226C: Superseded

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 (including nominations received after the standard nomination deadline) 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.

### c) Quick Response to Nominations

Sabine will send a Quick Response, as defined by GISB, 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 GISB Standards, but will not indicate whether the nomination will be confirmed or scheduled pursuant to Subsections 6.2 and 6.3 of this FERC Gas Tariff.

For standard nominations, 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 Intraday Nominations, the Quick Response will be sent according to the following schedule:Evening Nomination Cycle - 6:30 p.m. Central Clock Time on the Day prior to flow; 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.

Effective Date: 11/02/1998 Status: Effective FERC Docket: RP99- 8-001

Original Sheet No. 226D <code>Original Sheet No. 226D : Superseded</code>

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.

FERC Docket: RP97-109-001

First Revised Sheet No. 227 First Revised Sheet No. 227: Superseded

Superseding: Original Sheet No. 227

## 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

FERC Docket: RS92- 78-003

Original Sheet No. 228 Original Sheet No. 228: Superseded

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  $5.4\,(\mathrm{b})$ .

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.

FERC Docket: RS92- 78-003

Original Sheet No. 229 Original Sheet No. 229: Superseded

- 6. SCHEDULING AND CURTAILMENT
- 6.1 Allocation of Available Capacity

Each day, upon consideration of prevailing operating conditions, scheduled or unscheduled maintenance or repairs, and similar conditions, Sabine shall allocate available capacity in sequence on the basis of Delivery Point priorities, followed by mainline segment capacity priorities, and finally by Receipt Point priorities, in the following manner:

- a) Delivery Point capacity will be first allocated to Shippers who have designated the Delivery Point as a Primary Delivery Point in Exhibit B of an executed Firm Service Agreement, followed by allocation to Firm Shippers who have nominated the Delivery Point as an Alternate Delivery Point on a pro rata basis, and finally allocated to provide interruptible service for Shippers using the established first-come, first-served priority queue.
- b) Mainline segment capacity will be allocated in the following sequence from highest priority to lowest priority: Primary Delivery Points from Primary Receipt Points, Primary Delivery Points from Alternate Receipt Points, Alternate Delivery Points from Primary Receipt Points, Alternate Delivery Points from Alternate Receipt Points, and interruptible Delivery Points from interruptible Receipt Points.
- c) Receipt Point capacity will be first allocated to Shippers who have designated the Receipt Point as a Primary Receipt Point in Exhibit A of an executed Firm Service Agreement, followed by allocation to Firm Shippers who have nominated the Receipt Point as an Alternate Receipt Point on a pro rata basis, and finally allocated to provide interruptible service for Shippers using the established first-come, first-served priority queue.

FERC Docket: RP99- 8-000

Second Revised Sheet No. 230 Second Revised Sheet No. 230 : Superseded

Superseding: First Revised Sheet No. 230

## 6.2 Confirmation of Nominated Quantities

Nominations made in accordance with this Section 5 of the General Terms and Conditions shall not be effective until Sabine has confirmed the nominated receipts with Upstream Operators and the nominated deliveries with Downstream Operators. Shipper shall advise Sabine of the appropriate contact persons with  $\operatorname{Upstream}$  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 or deliver, Sabine shall schedule and confirm 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.

FERC Docket: RP99- 8-000

Second Revised Sheet No. 231 Second Revised Sheet No. 231 : Superseded

Superseding: First Revised Sheet No. 231

## 6.3 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 capacity is available in accordance with Subsection 6.1 and to the extent nominations can be confirmed in accordance with Subsection 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. Sabine shall first schedule nominated quantities under Firm Service Agreements followed by nominated quantities under Interruptible Service Agreements, in the following manner:

- a) firm transportation service to Primary Delivery Points from Primary Receipt Points;
- b) firm transportation service to Primary Delivery Points from Alternate Receipt Points;
- c) firm transportation service to Alternate Delivery Points from Primary Receipt Points;
- d) firm transportation service to Alternate Delivery Points from Alternate Receipt Points;
- e) interruptible transportation service to Delivery Points from Receipt Points under the established first-come, first-serve priority queue;

FERC Docket: RP99-336-000

Second Revised Sheet No. 231A Second Revised Sheet No. 231A: Superseded

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 GISB standards.

6.4 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
- a prospective nomination is required by Sabine in accordance with Section 5 of the General Terms and Conditions; or
- an Intraday Nomination specifies an effective period greater than one Gas Day; or

FERC Docket: RP99- 8-000

Second Revised Sheet No. 232 Second Revised Sheet No. 232 : Superseded

Superseding: First Revised 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.

### 6.5 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 judgement, 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

FERC Docket: RP98-265-000

First Revised Sheet No. 233 First Revised Sheet No. 233 : Superseded

Superseding: Original Sheet No. 233

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;

FERC Docket: RP97-109-001

First Revised Sheet No. 234 First Revised Sheet No. 234 : Superseded Superseding: Original 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 6.6. 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.

## 6.7 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.

FERC Docket: RS92- 78-003

Original Sheet No. 235 Original Sheet No. 235: Superseded

## 6.8 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.

### 6.9 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, Shippers nominating transportation quantities under Interruptible Service Agreements according to queue position (i.e,. last-on firstoff)
- b) Second, pro rata among Shippers nominating transportation quantities 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 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

FERC Docket: RP98-265-000

Second Revised Sheet No. 236 Second Revised Sheet No. 236: Superseded

Superseding: First Revised Sheet No. 236

Subsection 6.8, shall be limited to the transportation services confirmed and scheduled for such part or parts of Sabine's System.

### 6.10 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.

FERC Docket: RP98-265-000

First Revised Sheet No. 237 First Revised Sheet No. 237 : Superseded

Superseding: Original Sheet No. 237

## 6.11 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 6.7 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.

## 6.12 Emergency Procedures

Variations in the curtailment procedures set forth in Subsection 6.8 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.

FERC Docket: RS92- 78-003

Original Sheet No. 238 Original Sheet No. 238: Superseded

- 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.

## 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. 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. 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

FERC Docket: RP98-265-000

Second Revised Sheet No. 239 Second Revised Sheet No. 239: Superseded

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.

7.3 Eligibility for an Operational Balancing Agreement

Sabine shall negotiate and execute OBAs on a nondiscriminatory 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 9 of the General Terms and Conditions;
- does not maintain, or have available, dispatching operations that are staffed on a continuous basis;
- 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
- 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 GISB Standards before the first day of the allocation period in which the predetermined allocation method is to be effective.

FERC Docket: RP97-109-001

Original Sheet No. 239A Original Sheet No. 239A: Superseded

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 GISB, 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.

FERC Docket: RP97-109-001

First Revised Sheet No. 240 First Revised Sheet No. 240 : Superseded

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 GISB 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 GISB 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.

FERC Docket: RP97-109-001

First Revised Sheet No. 241 First Revised Sheet No. 241: Superseded

Superseding: Original 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 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 Nominations

For each day on which Shipper desires to schedule the delivery of gas to Sabine for the resolution of an accrued underdelivery or 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.

## 8.3 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.

FERC Docket: RP97-109-001

Original Sheet No. 241A Original Sheet No. 241A: Superseded

## 8.4 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.

Effective Date: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003

Original Sheet No. 242 Original Sheet No. 242: Superseded

# RESERVED SHEETS

Original Sheets Nos. 242 through 244 have been reserved.

FERC Docket: RP97-109-001

First Revised Sheet No. 245 First Revised Sheet No. 245 : Superseded

Superseding: 1st Rev Original 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 a written invoice to Shipper, unless Shipper requests that Sabine render an invoice using electronic medium pursuant to the GISB Standards. Both written and electronic invoices will use the descriptions and charge codes set forth in the GISB Standards. 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. Remittance detail supporting the wire transfer shall be mailed within twenty-four (24) hours of the wire transfer payment to the address designated in an executed Service Agreement. Should Shipper fail to pay all of the amount of any bill for transportation service or any additional charges hereunder when such amount is due, interest on the unpaid portion shall accrue at an interest rate equal to the current FERC interest rate as defined in 154.501(d), from the date due until the date payment is received by Sabine.

FERC Docket: RP97-109-001

Original Sheet No. 245A Original Sheet No. 245A: Superseded

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

FERC Docket: RP97-109-001

First Revised Sheet No. 246 First Revised Sheet No. 246: Superseded

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 GISB 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.

FERC Docket: RP97-109-001

Original Sheet No. 246A Original Sheet No. 246A: Superseded

## 9.5 Credit Worthiness 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 credit worthiness. At Sabine's request, Shipper shall provide Sabine the following information in order for Sabine to analyze Shipper's credit worthiness: 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. For purposes of

FERC Docket: RS92- 78-003

Original Sheet No. 247 Original Sheet No. 247: Superseded

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
- the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper as bankrupt or insolvent; or
- 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.

## 9.6 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 credit worthiness. If a Shipper fails to demonstrate credit worthiness, Shipper may obtain transportation service

FERC Docket: RP98-265-000

Second Revised Sheet No. 248 Second Revised Sheet No. 248: Superseded

Superseding: First Revised Sheet No. 248

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 credit worthiness criteria of Subsection 9.6.

## 9.7 Statement of Account

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

FERC Docket: RP99-283-000

First Revised Sheet No. 248A First Revised Sheet No. 248A: Superseded

Superseding: Original Sheet No. 248A

## 9.7 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;
- 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.

FERC Docket: RS92- 78-003

Original Sheet No. 249 Original Sheet No. 249: Superseded

## 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.

### 10.2 Types and Conditions of Releases

#### a) Permanent Release

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

FERC Docket: RS92- 78-003

Original Sheet No. 250 Original Sheet No. 250: Superseded

contained in Releasing Shipper's discount agreement on the same basis as with the Releasing Shipper.

### b) Temporary Release

A Releasing Shipper may temporarily release all or part of its firm capacity for a specified term without a right of recall. The minimum term for any Temporary Release is one (1) day. 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.

## 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. The minimum term for any Temporary Release subject to recall will be one (1) day. 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.

## 1) Recall Rights

A Releasing Shipper must define the condition(s) under which the released firm

FERC Docket: RP97-109-001

First Revised Sheet No. 251 First Revised Sheet No. 251: Superseded

Superseding: Original Sheet No. 251

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. Recalls of capacity must be for a minimum term of one (1) Day; no partial Day recalls of capacity are permitted. A Releasing Shipper exercising its right to recall firm capacity, other than exercising the right to recall capacity on specific dates set forth in the release offer, shall notify Sabine and its Replacement Shipper no later than 8:00 a.m. Central Clock Time on the nomination day for the Day on which the capacity will be recalled. 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.

- 2) Reversion to Replacement Shipper If Releasing Shipper has recalled capacity in accordance with its recall rights and time remains in the term of the release, the capacity shall revert to the Replacement Shipper, in accordance with the reput methods and rights negotiated between the Releasing Shipper and the Replacement Shipper.
- d) Secondary Release of Firm Capacity

Following execution of a Confirmation Letter pursuant to the Form of Service Agreement Applicable to Temporary Firm Transportation

FERC Docket: RP98-265-000

Second Revised Sheet No. 252 Second Revised Sheet No. 252: Superseded

Superseding: First Revised Sheet No. 252

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.

#### 10.3 Term of Release

The minimum term for any release, whether permanent, temporary, temporary subject to recall, or secondary is one (1) day. The maximum term for any release shall be the remaining primary term in the Releasing Shipper's Firm Service Agreement.

As used in Subsection 10.4, a "month" is not a calendar month. A month is a period of time beginning on a numbered Day in one calendar month and continuing through the previous numbered Day in the following calendar month.

FERC Docket: RP98-265-000

Third Revised Sheet No. 253 Third Revised Sheet No. 253: Superseded

Superseding: Second Revised Sheet No. 253

10.4 Timetable for Release Events

The Capacity Release Timetable is applicable to all Parties in the capacity release process provided that 1) all information provided by the parties 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. All times are Central Clock Time.

- a) For Short-Term Releases (less than five (5) months):
  - \* Offers must be tendered by 1:00 p.m. on the day before nominations are due;
  - open season ends no later than 2:00 p.m. on the day before nominations are due(evaluation period begins at 2:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
  - \* evaluation period ends at 3:00 p.m.;
  - \* match or award is communicated by 3:00
    p.m.;
  - \* match response by 4:00 p.m.;
  - \* award posting by 5:00 p.m.;
  - \* posting of pre-arranged deals not subject to bid by 9:00 a.m. the day of nominations;
  - \* contract tendered with contract #
    by 10:00 a.m.; contract executed; nomination
    possible for next Day gas flow. (Central
    Clock Time)

FERC Docket: RP97-109-001

**Second Revised Sheet No. 254** Second Revised Sheet No. 254: Superseded Superseding: First Revised Sheet No. 254

- b) For Longer-Term Releases (five (5) months or more):
- \* Offers must be tendered by 1:00 p.m. four (4)
  Business Days before award;
- \* open season ends no later than 2:00 p.m. on
  the Day before nominations are due (open
  season is three Business Days);
- \* evaluation period begins at 2:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends at3:00 p.m.;
- \* match or award is communicated by 3:00 p.m.;
- \* match response by 4:00 p.m.;
- \* award posting by 5:00 p.m.;
- \* posting of pre-arranged deals not subject to bid by 9:00 a.m. the day of nominations;
- \* contract tendered with contract # by 10:00
  a.m.;nomination possible for next Day gas
  flow. (Central Clock Time)

FERC Docket: RP98-265-000

Second Revised Sheet No. 255 Second Revised Sheet No. 255 : Superseded

Superseding: First 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. 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 GISB Standard 5.4.1.

FERC Docket: RP97-109-005

**Substitute First Revised Sheet No. 256** Substitute First Revised Sheet No. 256: Superseded Superseding: Original Sheet Nos. 256 through 260

Sheet Nos. 256 through 260 are reserved for future use.

FERC Docket: RP97-109-001

First Revised Sheet No. 261 First Revised Sheet No. 261: Superseded

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,  ${\tt a}$ 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 GISB Standard 5.4.2.

FERC Docket: RP97-109-005

**Substitute First Revised Sheet No. 262** Substitute First Revised Sheet No. 262: Superseded Superseding: Original Sheet Nos. 262 through 264

Sheet Nos. 262 through 264 are reserved for future use.

FERC Docket: RP98-265-000

Second Revised Sheet No. 265 second Revised Sheet No. 265: Superseded

Superseding: First Revised Sheet No. 265

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

FERC Docket: RP98-265-000

Second Revised Sheet No. 266 Second Revised Sheet No. 266: Superseded

Superseding: First Revised Sheet No. 266

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.

FERC Docket: RP98-265-000

Second Revised Sheet No. 267 Second Revised Sheet No. 267: Superseded

Superseding: First Revised Sheet No. 267

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.

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

FERC Docket: RP95-357-000

First Revised Sheet No. 268 First Revised Sheet No. 268: Superseded

Superseding: Original Sheet No. 268

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, 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.

FERC Docket: RS92- 78-003

Original Sheet No. 269 Original Sheet No. 269: Superseded

## 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 9 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

FERC Docket: RS92- 78-003

Original Sheet No. 270 Original Sheet No. 270: Superseded

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

FERC Docket: RP98-265-000

First Revised Sheet No. 271 First Revised Sheet No. 271: Superseded

Superseding: Original Sheet No. 271

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.

FERC Docket: RP98-265-000

First Revised Sheet No. 272 First Revised Sheet No. 272 : Superseded

Superseding: Original Sheet No. 272

11. PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL PROCEDURES

#### 11.1 Applicability

Any Shipper receiving firm transportation service under an executed Firm Service Agreement which has a primary term of one (1) year or more, and which does not have an evergreen provision, may exercise its right of first refusal in order to retain firm transportation service at the expiration of the primary term. Any Shipper receiving firm transportation under a Firm Service Agreement which has a primary term of one (1) year or more, and which has an evergreen provision, may exercise its right of first refusal in order to retain continued firm transportation in the event that Sabine provides notice, as allowed by such Service Agreement, that it will terminate the Service Agreement at the expiration of the primary term or any 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.

# 11.2 Posting of Capacity

At least thirty (30) days prior to the effective termination date of a Firm Service Agreement with a primary term of one (1) year or more, 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 a 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

FERC Docket: RP97-425-000

First Revised Sheet No. 273 First Revised Sheet No. 273 : Superseded

Superseding: Original Sheet No. 273

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, not to exceed five (5) years, 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,

FERC Docket: RS92- 78-003

Original Sheet No. 274 Original Sheet No. 274: Superseded

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 with a primary term of one (1) year or more upon the expiration of such Service Agreement, provided 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

FERC Docket: RS92- 78-003

Original Sheet No. 275 Original Sheet No. 275: Superseded

## 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 twotenths 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.
- Liquid Hydrocarbons. The gas shall be free of hydrocarbons in liquid form at the temperature and pressure at which the gas is received.

FERC Docket: RS92- 78-003

Original Sheet No. 276 Original Sheet No. 276: Superseded

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  $(120 \, \mathrm{ØF})$ .

## 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.

FERC Docket: RS92- 78-003

Original Sheet No. 277 Original Sheet No. 277: Superseded

#### 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.

FERC Docket: RS92- 78-003

Original Sheet No. 278 Original Sheet No. 278: Superseded

## 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.

FERC Docket: RP97-109-001

Original Sheet No. 278A Original Sheet No. 278A: Superseded

## 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 GISB 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.

FERC Docket: RS92- 78-003

Original Sheet No. 279 Original Sheet No. 279: Superseded

## 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

FERC Docket: RS92- 78-003

Original Sheet No. 280 Original Sheet No. 280: Superseded

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

FERC Docket: RS92- 78-003

Original Sheet No. 281 Original Sheet No. 281: Superseded

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;
- By using the registration of telemetry equipment connected to Sabine's or Operator's metering facilities, if installed and accurately registering;
- 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

FERC Docket: RS92- 78-003

Original Sheet No. 282 Original Sheet No. 282: Superseded

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.

FERC Docket: RS92- 78-003

Original Sheet No. 283 Original Sheet No. 283: Superseded

## 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

FERC Docket: RS92- 78-003

Original Sheet No. 284 Original Sheet No. 284 : Superseded

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.

FERC Docket: RP98-265-000

Second Revised Sheet No. 285 Second Revised Sheet No. 285 : Superseded

Superseding: First Revised Sheet No. 285

- 15. CONTEMPORANEOUS COMMUNICATION OF INFORMATION
- 15.1 Information Available

Sabine will maintain all information required pursuant to Sections 250.16 and 284.10 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:

- 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;

FERC Docket: RP98-265-000

Third Revised Sheet No. 286 Third Revised Sheet No. 286: Superseded 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;
- 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.sabnet.com using a personal computer with a modem. Information on the web site may be downloaded by a user. The documents identified in GISB Standard 4.3.6 are available in hyper-text mark-up language (HTML) format.

FERC Docket: RP98-265-000

First Revised Sheet No. 286A First Revised Sheet No. 286A: Superseded

Superseding: Original Sheet No. 286A

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

FERC Docket: RP98-265-000

First Revised Sheet No. 287 First Revised Sheet No. 287 : Superseded

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.

# 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.

FERC Docket: RS92- 78-003

Original Sheet No. 288 Original Sheet No. 288: Superseded

## 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 Manager - Transportation & Exchange. 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 datestamp 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.

FERC Docket: MT97- 9-000

Fourth Revised Sheet No. 289 Fourth Revised Sheet No. 289 : Superseded Superseding: Third Revised Sheet No. 289

- 17. SHARED PERSONNEL AND FACILITIES
- 17.1 Officers and Directors

The following person, who serves as a Director and an Officer of Sabine, is also a Director and an Officer of a Sabine marketing affiliate:

T. F. Hudgens

Sabine does not share any other operating employees with its marketing affiliate.

17.2 Shared Facilities

Sabine is located in the same office building, at 1111 Bagby Street in Houston, Texas, with Texaco Natural Gas, Inc., its marketing affiliate. Sabine's offices are not located with or adjacent to any of Texaco Natural Gas, Inc.'s offices.

FERC Docket: RS92- 78-003

Original Sheet No. 290 Original Sheet No. 290: Superseded

#### 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.

FERC Docket: RS92- 78-003

Original Sheet No. 291 Original Sheet No. 291: Superseded

#### 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

FERC Docket: RS92- 78-003

Original Sheet No. 292 Original Sheet No. 292: Superseded

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.
- Acts of Government including, without limitation, laws, orders, rules, decrees, judgments, judicial actions, regulations, acts of arrest or restraint,

FERC Docket: RS92- 78-003

Original Sheet No. 293 Original Sheet No. 293: Superseded

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

FERC Docket: RS92- 78-003

Original Sheet No. 294 Original Sheet No. 294: Superseded

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.

FERC Docket: RS92- 78-003

Original Sheet No. 295 Original Sheet No. 295: Superseded

## 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. 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

FERC Docket: RS92- 78-003

Original Sheet No. 296 Original Sheet No. 296: Superseded

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.

FERC Docket: RP99-336-000

Sixth Revised Sheet No. 297 Sixth Revised Sheet No. 297 : Superseded

Superseding: Fifth Revised Sheet No. 297

- 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.

23. GISB STANDARDS

To the extent required by the Commission, Sabine complies with the Business Practice and Electronic Communication Standards promulgated by the Gas Industry Standards Board. In addition, Sabine has adopted and will use the GISB Model Trading Partner Agreement.

The following standards are incorporated herein by reference:

- 23.1 Nominations Related Standards (version 1.3):
   1.1.1 through 1.1.19, 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.8
   through 1.2.12, 1.3.2 through 1.3.4, 1.3.9, 1.3.14,
   1.3.17 through 1.3.32, 1.3.34 through 1.3.46, 1.4.1
   through 1.4.7.
- 23.2 Flowing Gas Related Standards (version 1.3):
  2.1.1 through 2.1.4, 2.3.1, 2.3.3, 2.3.4, 2.3.5, 2.3.8
  through 2.3.10, 2.3.12, 2.3.15, 2.3.16, 2.3.19 through
  2.3.25, 2.3.31, 2.4.1 through 2.4.6.

FERC Docket: RP99-336-000

Third Revised Sheet No. 298 Third Revised Sheet No. 298 : Superseded Superseding: Second Revised Sheet No. 298

23.3 Invoicing Related Standards (version 1.3):
 3.1.1, 3.1.2, 3.3.1, 3.3.2, 3.3.4 through 3.3.9,
 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.17, 3.3.19, 3.3.22,
 3.4.1 through 3.4.4.

- 23.4 Electronic Delivery Mechanism Standards (version 1.3): 4.1.1 through 4.1.21, 4.2.1 through 4.2.8, 4.3.1 through 4.3.3, 4.3.5 through 4.3.35.
- 23.5 Capacity Release Related Standards (version 1.3): 5.2.1, 5.3.7 through 5.3.12, 5.3.16 through 5.3.21, 5.3.23, 5.3.24, 5.3.26 through 5.3.30, 5.4.1 through 5.4.17.

Effective Date: 11/01/1997 Status: Effective FERC Docket: RP97-109-007

Original Sheet No. 299 Original Sheet No. 299 : Superseded

# RESERVED SHEETS

Original Sheets Nos. 299 through 399 have been reserved.

FERC Docket: RS92- 78-003

Original Sheet No. 400 Original Sheet No. 400: Superseded

FORM OF SERVICE AGREEMENT APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER FT-1 RATE SCHEDULE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_, between Sabine Pipe Line Company, a Delaware corporation, hereinafter referred to as "Sabine", and \_\_\_\_\_\_, a \_\_\_\_, hereinafter referred to as "Shipper".

#### WITNESSETH

WHEREAS, Sabine owns and operates a gas transmission system; and  $% \left( 1\right) =\left( 1\right) \left( 1\right) \left($ 

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:

FERC Docket: RS92- 78-003

Original Sheet No. 401 Original Sheet No. 401: Superseded

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.

FERC Docket: RS92- 78-003

Original Sheet No. 402 Original Sheet No. 402: Superseded

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 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

FERC Docket: RS92- 78-003

Original Sheet No. 403 Original Sheet No. 403: Superseded

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

- 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.

FERC Docket: RS92- 78-003

Original Sheet No. 404 Original Sheet No. 404: Superseded

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  ${\tt C.}$ 

## 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:
  - Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;
  - 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 9 of the General Terms and Conditions of Sabine's FERC Gas Tariff.

FERC Docket: RS92- 78-003

Original Sheet No. 405 Original Sheet No. 405: Superseded

#### 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 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 Company
P. O. Box 4781
Houston, TX 77210-4781
Attn: Manager - Transportation & Exchange

FERC Docket: RS92- 78-003

Original Sheet No. 406 Original Sheet No. 406: Superseded

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, telefax 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 Nominations to schedule transportation service hereunder shall be directed to Sabine's gas control department at the following telephone and telefax numbers:

Sabine Pipe Line Company
Gas Control Dispatching Department
Telephone No.: (713) 752-7660
Telefax No.: (713) 752-4667

7.3 Wire transfer payments to Sabine shall be accompanied with the instructions "to credit the account of Sabine Pipe Line Company" and shall be sent to the following bank and account number:

(This Subsection 7.3 is to be completed indicating the Bank Name, Bank Address and Sabine Account Number)

7.4 Remittance detail supporting wire transfer payments to Sabine and any notice, request or demand regarding statements, bills or payments shall be mailed to the following address:

> Sabine Pipe Line Company P. O. Box 4781 Houston, TX 77251-4781 Attn: Sabine Accounting

FERC Docket: RS92- 78-003

Original Sheet No. 407 Original Sheet No. 407: Superseded

#### ARTICLE VIII

#### 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: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003

Original Sheet No. 408 original Sheet No. 408 : Superseded

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 COMPANY
	Ву
	Its
	Ву
	Its

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-109-001 First Revised Sheet No. 409 First Revised Sheet No. 409: Superseded
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 Company And
Receipt Maximum Pressure(s) Daily Quantity Primary Receipt Points (psig)* (Dt)
*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 COMPANY
Ву
Date Date

Effective Date: 06/01/1997 Status: Effectiv FERC Docket: RP97-109-001		
APPLICABLE TO F	Revised Sheet No. 10 VICE AGREEMENT IRM TRANSPORTATION FT-1 RATE SCHEDULE	410 : Superseded
EXH	IBIT B	
Transportation Dated Between Sabine	ne Firm Service Agreement Pipe Line Company	
	ssure(s) Daily	aximum Quantity (Dt)
Shipper's Maximum Daily Reservation	on Quantity	
*Necessary pressure to deliver gas in excess of.	s from Sabine's Sy	stem; not
Effective Date of this Exhibit B:		
Supersedes Exhibit B Effective:		
	SABINE PIPE LINE	COMPANY
Ву	Ву	
Date	Date	

Effective Date: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003  $\textbf{Original Sheet No. 411} \; \texttt{Original Sheet No. 411} \; : \; \; \texttt{Superseded}$ EXHIBIT C Dated And \_\_\_\_

FORM OF SERVICE AGREEMENT APPLICABLE TO FIRM TRANSPORTATION

SERVICE UNDER FT-1 RATE SCHEDULE

To The Firm Transportation Service Agreement Between Sabine Pipe Line Company

Other Operating Provisions

Additional or Substitute Provisions

Effective Date of this Exhibit C:					
Supersedes Exhibit C Effective:					
	SABINE	PIPE	LINE	COMPANY	
Ву	Ву				
Date	Date				

Effective Date: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003

Original Sheet No. 412 Original Sheet No. 412 : Superseded

# RESERVED SHEETS

Original Sheets Nos. 412 through 449 have been reserved.

FERC Docket: RS92- 78-003

Original Sheet No. 440 Original Sheet No. 440: Superseded

FORM OF SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER IT-1 RATE SCHEDULE

THIS	AGREEMENT,	made t	his		day o	£	
	, between	Sabine	Pipe	Line	Compa	ny, a	ı
Delaware c	_ orporation,	, herei	nafter	refe	erred	to as	;
"Sabine",	and		,	a			
			,	here	einaft	er re	eferred
to as "Shi	pper".						

# WITNESSETH

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:

FERC Docket: RS92- 78-003

Original Sheet No. 441 Original Sheet No. 441: Superseded

FORM OF SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER IT-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 IT-1 Rate Schedule, Sabine agrees to accept such quantities of gas as Shipper may cause to be tendered to Sabine at the Receipt Point(s), designated pursuant to Subsection 2.1 of Article II, 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 Quantities for each Receipt Point set forth in Exhibit A or in excess of the Maximum Daily Transportation 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 IT-1 Rate Schedule.
- 1.3 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 the Delivery Point(s) referenced in Subsection 2.2 of Article II, an equivalent quantity of gas, less appropriate reductions, to the quantity of gas received by Sabine from Shipper at the Receipt Points(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

FERC Docket: RS92- 78-003

Original Sheet No. 442 Original Sheet No. 442: Superseded

quantities for each Delivery Point set forth in Exhibit B or in excess of the Maximum Daily Transportation Ouantity set forth in Exhibit B.

## ARTICLE II

- 2. RECEIPT POINT(S), DELIVERY POINT(S) AND PRESSURES
- 2.1 The 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 Receipt Point(s) are also set forth in Exhibit A.
- 2.2 The 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 Delivery Point(s) are also set forth in Exhibit B.
- 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(s) for the account of Shipper at the pressure which shall be available from time to time in Sabine's System.

## 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

FERC Docket: RS92- 78-003

Original Sheet No. 443 Original Sheet No. 443: Superseded

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 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:
  - Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;

FERC Docket: RS92- 78-003

Original Sheet No. 444 Original Sheet No. 444: Superseded

- 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 9 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

FERC Docket: RS92- 78-003

Original Sheet No. 445 Original Sheet No. 445: Superseded

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 Company
P. O. Box 4781
Houston, TX 77210-4781
Attn: Manager - Transportation & Exchange

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, telefax 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 Nominations to schedule transportation service hereunder shall be directed to Sabine's gas control department at the following telephone and telefax numbers:

Sabine Pipe Line Company
Gas Control Dispatching Department
Telephone No.: (713) 752-7660
Telefax No.: (713) 752-4667

7.3 Wire transfer payments to Sabine shall be accompanied with the instructions "to credit the account of Sabine Pipe Line Company" and shall be sent to the following bank and account number:

(This Subsection 7.3 is to be completed indicating the Bank Name, Bank Address and Sabine Account Number)

FERC Docket: RS92- 78-003

Original Sheet No. 446 Original Sheet No. 446: Superseded

7.4 Remittance detail supporting wire transfer payments to Sabine and any notice, request or demand regarding statements, bills or payments shall be mailed to the following address:

> Sabine Pipe Line Company P. O. Box 4781 Houston, TX 77251-4781 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 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:	07/31/1993	Status: Effective

FERC Docket: RS92- 78-003

Original Sheet No. 447 Original Sheet No. 447 : Superseded

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 COMPANY
	Ву
	Its
	Ву
	Its

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-109-001  First Revised Sheet No. 448 First Revised Sheet No. 448: Supersed Superseding: Original Sheet No. 448 FORM OF SERVICE AGREEMENT APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE UNDER IT-1 RATE SCHEDULE  EXHIBIT A	ed	
To The Interruptible		
Transportation Service Agreement		
Dated		
And		
Receipt Maximum		
Pressure(s) Daily Quantity Receipt Points (psig)* (Dt)		
*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 COMPANY		
Ву		
Date Date		

First Revised Sheet No. 449 First Revised Sheet No. 449: Superseded Superseding: Original Sheet No. 449 FORM OF SERVICE AGREEMENT APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE UNDER IT-1 RATE SCHEDULE EXHIBIT B To The Interruptible Dated Between Sabine Pipe Line Company And \_\_\_\_ Delivery Maximum Pressure(s) Daily Quantity
(psig)\* (Dt) Delivery Points Shipper's Maximum Daily Transportation 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 COMPANY Ву \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-109-001

FERC Docket: RS92- 78-003

 $\textbf{Original Sheet No. 450} \; \texttt{Original Sheet No. 450} \; : \; \; \texttt{Superseded}$ 

FORM OF SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION
SERVICE UNDER IT-1 RATE SCHEDULE

EXHIBIT C

To The Interruptible
Transportation Service Agreement
Dated
Between Sabine Pipe Line Company
And

Other Operating Provisions

Additional or Substitute Provisions

SABINE PIPE LINE COMPANY
Ву
Date

Effective Date: 07/31/1993 Status: Effective FERC Docket: RS92- 78-003

Original Sheet No. 451 original Sheet No. 451 : Superseded

# RESERVED SHEETS

Original Sheets Nos. 451 through 469 have been reserved.

FERC Docket: RP98-265-000

First Revised Sheet No. 470 First Revised Sheet No. 470: Superseded

Superseding: Original Sheet No. 470

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 Company, a Delaware corporation, 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.

FERC Docket: RS92- 78-003

Original Sheet No. 471 Original Sheet No. 471: Superseded

## 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 Creditworthiness and Credit Appraisal provisions in Sections 9.6 and 9.7 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 under the terms of Section 9.6 if Replacement Shipper fails to meet the requirements of Sections 9.6 and 9.7.

### 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

FERC Docket: RP98-265-000

First Revised Sheet No. 472 First Revised Sheet No. 472: Superseded

Superseding: Original Sheet No. 472

either may designate by formal written notice. Routine communications may be mailed by ordinary mail. Operational communications by telephone, telefax, 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 Company
P. O. Box 4781
Houston, TX 77210-4781
Attn: Manager Transportation & Exchange

Replacement Shipper:

Nominations to schedule transportation service hereunder shall be directed to Sabine's Gas Control Department at the following telephone and telefax numbers:

> Sabine Pipe Line Company Gas Control Dispatching Department TelephoneNo.: (713) 752-7660 Telefax No.: (713) 752-4667

Wire transfer payments to Sabine shall be accompanied with the instructions "to credit the account of Sabine Pipe Line Company" and shall be sent to the following bank and account number:

> (This Subsection 7.3 is to be completed indicating the Bank Name, Bank Address and Sabine Account Number)

Remittance detail supporting wire transfer payments to Sabine and any notice, request or demand regarding