

## **NOTICE OF TARIFF FILING FOR SABINE PIPE LINE LLC**

On October 29, 2025, Sabine Pipe Line LLC (“Sabine”) filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP26-105-000 to revise Section 7.26 of its FERC Gas Tariff, Second Revised Volume No. 1 to add, update, and remove negotiated rate agreements and revise Sections 8.1 and 8.2 to incorporate a consent to electronic execution of agreements. Sabine has proposed an effective date of November 1, 2025.



October 29, 2025

Ms. Debbie-Anne A. Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Sabine Pipe Line LLC  
Second Revised Volume No. 1  
Negotiated Rate Agreements - November 2025  
Docket No. RP26-\_\_\_\_-000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act<sup>1</sup> and Part 154 of the regulations of the Federal Energy Regulatory Commission (the “Commission”), Sabine Pipe Line LLC (“Sabine”) respectfully submits for filing and acceptance the tariff records listed below for inclusion in its FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”) with a proposed effective date of November 1, 2025.

Section 7.26, Statement of Negotiated Rates, v 2.0.0.<sup>2</sup>  
Section 8.1, Form of Service Agmt. Applicable to FT Service, v. 1.0.0  
Section 8.2, Form of Service Agmt. Applicable to IT Service, v. 1.0.0

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

Sabine submits herein the following tariff revisions, each as more fully described below:

- Addition to Section 7.26 of two new negotiated rate agreements for firm transportation service.
- Removal from Section 7.26 of two expired negotiated rate agreements and a third negotiated rate agreement that is set to expire October 31, 2025.
- Update to the term of the Targa negotiated rate agreement that was extended by amendment with no other changes.<sup>3</sup>

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<sup>1</sup> 15 U.S.C. § 717c (2025).

<sup>2</sup> On October 23, 2025, in Docket No. RP26-78-000, Sabine filed a housekeeping update to Section 7.26, Statement of Negotiated Rates of its Tariff (“October 23 Filing”). Because the October 23 Filing is proposed to be effective November 1, 2025, the attached tariff record in the present filing reflects the proposed changes in Section 7.26, which is pending Commission approval.

<sup>3</sup> The Targa agreement was moved within Section 7.26 to correct formatting issues related to the deleted agreements.

- Proposed revisions to Sabine’s Section 8.1 and Section 8.2 Form of Service Agmt., to incorporate a consent to electronic execution of agreements.
- A request by Sabine for waiver of notice requirements in section 154.207 of the Commission’s regulations.

***Negotiated Rate Agreement Additions and Removals from Tariff Section 7.26***

On June 16, 2006, in Docket No. RP06-363-000<sup>4</sup> the Commission approved Section 7.26 of Sabine’s Tariff, authorizing Sabine to enter into negotiated rate agreements with its customers pursuant to the Commission’s Policy Statement which was issued January 31, 1996.<sup>5</sup> Pursuant to Order 714,<sup>6</sup> Sabine is submitting a Tariff filing identifying and describing the essential conditions involved in the negotiated rate transactions, including the exact legal name of the shipper, the negotiated rate, the rate schedule, the contract term, the contract quantity, and the primary receipt and delivery point(s). Sabine requests waiver of the notice requirements in section 154.207 of the Commission’s regulations to permit acceptance of the instant filing as further discussed below.

Sabine hereby submits for filing and acceptance two new negotiated rate agreements for firm transportation service under Rate Schedule FT-1 as more fully described below:

- Sabine is filing Westlake Chemical Energy, LLC (“Westlake”) Contract No. 672948FT as an FT-1 negotiated rate agreement because the parties have mutually agreed that Westlake shall pay Sabine a monthly reservation rate of \$2.4333 with an annual fixed escalator of \$0.0035 after the first year of service for the time period of November 1, 2025 through October 31, 2030. Additionally, the parties have mutually agreed that Westlake shall pay a negotiated commodity rate of \$0.14 per Dth delivered by Sabine at the Alternate Receipt Points of Centana or KM Tejas for Shipper’s account under Contract No. 672948FT.
- Sabine is filing the Citgo Petroleum Corporation (“Citgo”) Contract No. 672946FT as an FT-1 negotiated rate agreement because the parties have mutually agreed that Citgo shall pay Sabine a fixed monthly reservation rate of \$2.5854 for the time period of November 1, 2025 through October 31, 2026.

Additionally, in compliance with section 154.602 of the Commission’s regulations, Sabine proposes to remove from Section 7.26 of its Tariff certain negotiated rate agreements that have expired or are set to expire by their own terms by October 31, 2025.

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<sup>4</sup> *Sabine Pipe Line, LLC*, Letter Order, Docket No. RP06-363-0000 (June 16, 2006).

<sup>5</sup> *Statement of Policy on Alternatives to Traditional Cost of Services Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194 (1996), *order on rehearing*, 75 FERC ¶ 61,024 (“*Policy Statement*”).

<sup>6</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270.

Customer	Contract No.	Maximum Daily Quantity (Dekatherms)	Date of Expiration
Citigroup Energy Inc.	672668FT5	10,000	January 31, 2025
	672668FT3	25,000	March 31, 2025
BP Energy Company	672087FT	45,000	October 31, 2025

No customers are adversely affected by the termination of these service agreements that have expired on the agreed termination dates.

***Contract Nos. 672948FT and 672946FT Language Allowing Consent to Electric Signature and Proposed Revisions to Sabine’s Section 8.1 and Section 8.2 Form of Service Agreements***

In both of the negotiated rate service agreements Contracts Nos. 672948FT and 672946FT, Sabine and its shippers documented the negotiated rates in Article 3.1. Contracts Nos. 672948FT and 672946FT also contain language in which Sabine and the shippers consent to execution by electronic signatures.

Section 154.112(b) of the Commission’s regulations state that “[c]ontracts for service pursuant to [18 C.F.R. part 284] that deviate in any material aspect from [a pipeline’s] form of service agreement must be filed.”<sup>7</sup> In *Columbia Gas Transmission Corp.*, the Commission clarified that a material deviation is contractual language that goes beyond the filling-in of the blank spaces in the pro forma service agreement and that affects the substantive rights of the parties.<sup>8</sup> The Commission determined that material deviations from the pro forma service agreement in a pipeline’s applicable tariff fall into two general categories – those that must be prohibited because they present a significant potential for discrimination among shippers and those that can be permitted without substantial risk of discrimination.<sup>9</sup>

Although Sabine does not view the electronic signature language as a material deviation affecting the substantive rights of the parties or impacting the terms and conditions of transportation service, out of an abundance of caution, it seeks to add such language to Sections 8.1 and 8.2, Form of Service Agmt as a new Section 8.4 in each form of agreement so that it is applicable to all shippers. To the extent the Commission may have viewed the electronic signature language as a material deviation or as otherwise non-conforming, Sabine has, with this filing, cured any non-conforming deviation and respectfully submits that language described above does not change the conditions under which service is provided and does not pose a threat of undue discrimination. The electronic signature language merely relates to the process by which both parties agree to executing the service agreements. The electronic signature language is added for administrative efficiency to aid the parties in contract execution.

<sup>7</sup> 18 C.F.R. § 154.112(b) (2025).

<sup>8</sup> *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221, at 62,002 (2001).

<sup>9</sup> *Id.* at 62,003.

### **Proposed Effective Date**

Pursuant to section 154.7(a)(3) of the Commission's regulations, Sabine respectfully requests that the tariff records submitted herewith be approved by the Commission effective November 1, 2025. In accordance with section 154.7(a)(9) of the Commission's regulations, Sabine hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

### **Waivers**

Contract No. 672948FT was executed on October 23, 2025 with an effective date of November 1, 2025. Contract No. 672946FT was executed on October 27, 2025 with an effective date of November 1, 2025. Pursuant to section 154.7(a)(7) of the Commission's regulations, Sabine respectfully requests a waiver to section 154.207 of the Commission's regulations as the effective date of the agreement is less than 30 days prior to the tariff record's proposed effective date, November 1, 2025<sup>10</sup>.

Pursuant to Section 154.7(a)(7) of the Commission's Regulations, Sabine requests that the proposed Section 8.1 and Section 8.2 tariff records submitted herewith be accepted effective November 1, 2025. Sabine respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on November 1, 2025, on less than 30 days' notice.

Sabine has not identified any additional waivers of the Commission's regulations needed to permit its filing to become effective as proposed; however, Sabine respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised tariff records may be made effective as proposed. No waiver of Sabine's Tariff is herein requested.

### **Materials Enclosed**

In accordance with section 154.7 of the Commission's regulations, the following items are included in this filing:

1. an eTariff XML filing package containing the proposal in electronic format;
2. a transmittal letter in PDF format, which incorporates the Statement of Nature, Reasons and Basis for the filing required by section 154.7(a)(6) of the Commission's regulations;
3. Appendix A – a clean version of the tariff records in PDF format for publishing in eLibrary; and

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<sup>10</sup> The filed agreements were not fully executed until October 27 so that Sabine was unable to make this filing thirty days in advance of the proposed effective date.

Ms. Debbie-Anne Reese, Secretary

October 29, 2025

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4. Appendix B – a marked version of the tariff records in PDF format for publishing in eLibrary.

### **Service and Correspondence**

In accordance with section 154.208 of the Commission’s regulations, the undersigned certifies that a copy of this filing has been served electronically on Sabine’s shippers and affected state regulatory commissions. A paper copy of this filing may only be served if a shipper has been granted waiver of electronic service pursuant to Part 390 of the Commission’s regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Sabine’s office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

It is requested that a copy of all communications, correspondence, and pleadings with respect to this filing be sent to:

Denise Adams Senior Director, Regulatory Affairs ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: <a href="mailto:regulatoryaffairs@oneok.com">regulatoryaffairs@oneok.com</a>	Lisa Nishimuta Senior Legal Counsel, Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: <a href="mailto:lisa.nishimuta@oneok.com">lisa.nishimuta@oneok.com</a>
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Pursuant to section 385.2005 and section 385.2011(c)(5) of the Commission’s regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Respectfully submitted,

*/s/ Denise Adams*

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Denise Adams  
Senior Director, Regulatory Affairs  
ONEOK, Inc.  
100 West 5th Street  
Tulsa, Oklahoma 74103

Attachments

# Appendix A

## Clean Tariff Records

## STATEMENT OF NEGOTIATED RATES

### 7.26. NEGOTIATED RATES

#### 7.26.1 Availability

Sabine and Shipper may agree to Negotiated Rates, as defined in Section 7.1 of the General Terms and Conditions of this FERC Gas Tariff, for a specific term of service under any Rate Schedule contained in this Tariff. The rates as shown in the currently effective Section No. 5 of this Tariff are available as Recourse Rates for any Shipper that does not negotiate a rate with Sabine.

#### 7.26.2 Applicability to Existing Service Agreements

Notwithstanding anything to the contrary contained in this Tariff, Sabine and Shipper may mutually agree to negotiate rates for all or any portion of currently subscribed capacity under any existing Service Agreement, provided that Shipper has not acquired its capacity through a capacity release.

If Negotiated Rates will apply to only a portion of the capacity currently subscribed under any existing Service Agreement, the original Service Agreement must first be bifurcated, and Recourse Rates will continue to apply to that portion of capacity subscribed under the Service Agreement not subject to the Negotiated Rates. A new Service Agreement must be executed for that portion of the capacity for which Negotiated Rates will apply. The new Service Agreement will have the same expiration date as the original Service Agreement. If the original Service Agreement is for firm transportation service, the new Service Agreement will have the same Primary Receipt Point(s) and Primary Delivery Point(s) as the original Service Agreement.

#### 7.26.3 Applicability to New Service Requests for Unsubscribed and Available Capacity

Sabine and Shipper may mutually agree to Negotiated Rates for any unsubscribed or available capacity that is requested by Shipper in accordance with Section 7.4 of the General Terms and Conditions of this Tariff.

#### 7.26.4 Applicability to Capacity Posted for Bid by Sabine

If capacity is posted for bid by Sabine and Sabine has determined that it is willing to consider bids at Negotiated Rates, Sabine will state in its posting that it will accept Negotiated Rate bids in addition to Recourse Rate and discounted Recourse Rate bids. This requirement applies to:

- (1) new capacity that becomes available due to the construction or acquisition of facilities or the expansion of existing facilities; and
- (2) capacity which will become available upon the termination of an existing Shipper's Firm Service Agreement.

**Bid Evaluation.** For purposes of determining the best bid and awarding capacity, the value of a Negotiated Rate bid will be capped at the value of a Recourse Rate bid.

**Right of First Refusal.** An existing Shipper with a right of first refusal may retain all or a portion of its capacity, when such capacity is posted subject to Negotiated Rate offers, (1) by matching the highest Negotiated Rate offer submitted by another Shipper that meets or exceeds the lowest rate that Sabine is willing to accept for such service, or (2) by paying a Recourse Rate or discounted Recourse Rate that is equivalent to the Negotiated Rate for the capacity it wishes to retain; provided, however, that nothing herein shall obligate Sabine to render service to any Shipper at rates less than the rates set forth in the currently effective Section No. 5 of Sabine's FERC Gas Tariff.

#### 7.26.5 Negotiated Rate Filing Requirement

No later than the Business Day on which Sabine commences service under a Negotiated Rate Service Agreement, Sabine will submit to the Commission a tariff section substantially in the form of the table set forth in this Section 7.26 stating the name of the Shipper, the Rate Schedule, term, contract quantity, Negotiated Rate, and Primary Receipt and Delivery Point(s), if applicable. If the Day on which Sabine commences service is not a Business Day, then Sabine will submit such tariff section no later than the next Business Day after Sabine commences service.

Unless Sabine executes and files a Non-conforming Service Agreement, such tariff section will contain a statement that the Negotiated Rate Service Agreement does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for the applicable Rate Schedule.

#### 7.26.6 Limitations

This Subsection 7.26 does not authorize Sabine to negotiate terms and conditions of service.

#### 7.26.7 Discount-Type Adjustment

Sabine reserves the right in future general rate proceedings to seek a discount-type adjustment for Negotiated Rate agreements.

Shipper	Rate Sched.	Term of Contract	Quantity Dth/Day	Negotiated Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Venture Global Calcasieu Pass, LLC	FT-1	February 1, 2021 to May 2, 2024	303,030	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of \$4.03 per Dth per day of 300,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672825 during the term of the negotiated rate agreement.</p> <p><u>Commodity Charge:</u> Shipper shall pay a negotiated commodity rate of \$0.01 per Dth delivered by Sabine for Shipper's account under Contract No. 672825 during the term of the negotiated rate agreement.</p> <p><u>Other Charges:</u> Shipper shall pay a 1% fuel charge for all nominated volumes for Shipper's account under Contract No. 672825 during the term of the negotiated rate agreement and all other applicable additional charges and surcharges, including the ACA Charge as reflected on</p>	Sabine / Bridgeline Henry Hub (Meter No. 846121)	TransCameron Pipeline (Meter No. 278925)
		May 3, 2024 to January 31, 2041 <sup>1</sup>	505,050			
DCP Midstream Marketing, LLC	FT-1	May 1, 2023 to April 30, 2025	65,000	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of \$3.0417 per MDQ per month of 65,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672738 during the term of the negotiated rate agreement.</p> <p><u>Other Provisions:</u> The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672738, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Centana	Henry Hub
		May 1, 2025 to October 31, 2025 <sup>2</sup>				
		November 1, 2025 to December 31, 2025 <sup>3</sup>				

<sup>1</sup> Shipper entered into an amendment to increase the volume of the initial service agreement from 300,000 Dth/day, plus applicable fuel, to 500,000 Dth/day, plus applicable fuel ("Amended Agreement"). Under the Amended Agreement, Shipper shall pay a negotiated monthly reservation rate of \$3.7868 per Dth for 500,000 Dth/day of Shipper's Maximum Daily Reservation Quantity under Contract No. 672825 during the term of the negotiated rate agreement.

<sup>2</sup> DCP entered into an amendment to extend the term of the initial service agreement ("Initial Agreement") from April 30, 2025 to October 31, 2025 ("Extension Period"). Shipper shall pay a negotiated monthly reservation rate of \$3.6500 per MDQ per month of 40,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672738 during the Extension Period. No other changes were made to the Initial Agreement.

<sup>3</sup> DCP entered into a second amendment to extend the term of the Extension Period from October 31, 2025 to December 31, 2025 ("Second Extension") and, beginning on October 1, 2024, to increase the Maximum Daily Reservation Quantity from 40,000 Dt/Day to 65,000 Dt/Day. Shipper shall pay a negotiated rate of \$3.6500 per MDQ per month of 65,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672738 during the Extension Period and Second Extension. No other changes were made to the Initial Agreement.

Shipper	Rate Sched.	Term of Contract	Quantity Dth/Day	Negotiated Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Westlake Chemical Energy LLC	FT-1	November 1, 2025 to October 31, 2030	50,000*	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate under Contract No. 672948FT of: \$2.4333 per MDQ for the period of November 1, 2025 to October 31, 2026; \$2.5398 per MDQ for the period of November 1, 2026 to October 31, 2027; \$2.6463 for the period of November 1, 2027 to October 31, 2028; \$2.7527 for the period of November 1, 2028 to October 31, 2029 and \$2.8592 per MDQ for the period of November 1, 2029 to October 31, 2030 for transportation from the Primary Receipt Point to the Primary Delivery Point.</p> <p><u>Commodity Charge:</u> Shipper shall pay a negotiated commodity rate of \$0.14 per Dth delivered by Sabine at the Alternate Receipt Points of Centana or KM Tejas for Shipper's account under Contract No. 672948FT during the term of the negotiated rate agreement.</p> <p><u>Other Provisions:</u> The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672948FT, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Henry Hub	Westlake's Calcasieu (PPG) and Petrochem Facilities
Targa Gas Marketing LLC	FT-1	January 1, 2024 to October 31, 2025  October 31, 2025 to December 31, 2026 <sup>4</sup>	50,000*	<p><u>Commodity Charge:</u> Shipper shall pay a negotiated commodity rate of \$0.03 per Dth delivered by Sabine at any Alternate Receipt Point for Shipper's account under Contract No. 672694FT during the term of the negotiated rate agreement.</p> <p><u>Other Provisions:</u> The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672694FT, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Kinder Morgan Tejas	Henry Hub LGS Targa
Citigroup Energy Inc.	FT-1	August 1, 2024 to March 31, 2026	25,000	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of \$4.5625 per MDQ per month of 25,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672668FT4 during the term of the negotiated rate agreement.</p> <p><u>Other Provisions:</u> The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672668FT4, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Houston Pipeline	Henry Hub

<sup>4</sup> Targa entered into an amendment to extend the term of the initial service agreement from October 31, 2025 to December 31, 2026. No other changes were made to the Initial Agreement.

Shipper	Rate Sched.	Term of Contract	Quantity Dth/Day	Negotiated Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Southwest Energy LP	FT-1	April 1, 2025 to December 31, 2030	25,000	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of: \$5.9313 per MDQ for the period of April 1, 2025 to December 31, 2026; \$6.0073 per MDQ for the period of January 1, 2026 to December 31, 2028; and \$6.0833 per MDQ for the period of January 1, 2029 to December 31, 2030 for transportation from the Primary Receipt Point to the Primary Delivery Point.</p> <p><u>Commodity Charge:</u> In addition to the Reservation Rate, Shipper shall pay a negotiated commodity rate of \$0.04 per Dth delivered by Sabine at the Alternate Receipt Points Centana, KM Tejas and KM Texas. For any nominations in excess of the MDQ or to/from or to any alternate points, Shipper shall pay the maximum applicable tariff charges.</p> <p><u>Other Provisions:</u> The Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672599FT1, does not deviate in any material respect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Houston Pipeline	Henry Hub
Citgo Petroleum Corporation	FT-1	November 1, 2025 to October 31, 2026	35,000	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of \$2.5854 per MDQ per month of 35,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672946FT during the term of the negotiated rate agreement.</p> <p><u>Other Provisions:</u> The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672946, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Henry Hub	EnLink-Citgo

SERVICE AGREEMENT FOR  
FIRM TRANSPORTATION  
SERVICE UNDER FT-1 RATE SCHEDULE  
CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, between Sabine Pipe Line LLC, a Delaware limited liability company, hereinafter referred to as "Sabine", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Shipper".

W I T N E S S E T H

WHEREAS, Sabine owns and operates a gas transmission system; and

WHEREAS, Sabine has received a request from Shipper, dated \_\_\_\_\_ in which Shipper represents that it 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:

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 A.
- 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 7.6 of the General Terms and Conditions incorporated by reference in Sabine's FT-1 Rate Schedule.
- 1.3 Subject to the terms and provisions of this Service Agreement and Sabine's FT-1 Rate Schedule, Sabine shall deliver for the account of Shipper and Shipper shall accept at: (i) the Primary Delivery Point(s) referenced in Subsection 2.2 of Article II, (ii) any Primary Delivery Point(s) for quantities in excess of the

Maximum Daily Quantities for each Primary Delivery Point set forth in Exhibit B on the same priority basis as an Alternate Delivery Point, or (iii) any Alternate Delivery Point(s) nominated by Shipper, an equivalent quantity of gas, less an allowance for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities and other appropriate reductions, to the total quantity of gas received by Sabine for the account of Shipper at the Primary and Alternate Receipt Point(s) for transportation hereunder; provided, however, that in no event shall Sabine be obligated to deliver on any Day in excess of the Maximum Daily Quantities for any Primary Delivery Point set forth in Exhibit B or in excess of Shipper's Firm Reservation Quantity set forth in Exhibit B.

## ARTICLE II

### 2. RECEIPT POINT(S), DELIVERY POINT(S) AND PRESSURES

- 2.1 The Primary Receipt Point(s) at which Shipper shall cause gas to be tendered to Sabine for transportation hereunder are described in Exhibit A to this Service Agreement. Other pertinent factors applicable to the Primary Receipt Point(s) are also set forth in Exhibit A. Alternate Receipt Point(s), at which Shipper may cause gas to be tendered to Sabine for transportation hereunder, shall include all Receipt Points along Sabine's System, subject to the availability of capacity at such Receipt Points.
- 2.2 The Primary Delivery Point(s) at which Sabine shall deliver thermally equivalent quantities of gas transported hereunder, after appropriate reductions, are described in Exhibit B to this Service Agreement. Other pertinent factors applicable to the Primary Delivery Point(s) are also set forth in Exhibit B. Alternate Delivery Point(s), at which Sabine may deliver gas for the account of Shipper, shall include all Delivery Points along Sabine's System, subject to the availability of capacity at such Delivery Points.
- 2.3 Shipper shall cause gas to be delivered to Sabine at Receipt Point(s) at a pressure sufficient to allow the gas to enter Sabine's System as such pressure shall vary from time to time and place to place. Sabine shall not be required to compress gas in order to receive gas into its System.
- 2.4 Sabine shall deliver gas at each Delivery Point for the account of Shipper at the pressure which shall be available from time to time in Sabine's System.

## ARTICLE III

### 3. RATE(S), FT-1 RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper shall pay Sabine for services rendered hereunder in accordance with Sabine's FT-1 Rate Schedule, or superseding rate schedule(s), on file with and subject to the jurisdiction of the FERC and lawfully in effect from time to time.
- 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.
- 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.

#### ARTICLE IV

##### 4. REGULATORY REQUIREMENTS AND CONDITIONS PRECEDENT

- 4.1 The transportation arrangements provided for in this Service Agreement are subject to the provisions of Part 284 of the FERC's regulations, as amended from time to time.
- 4.2 Transportation of gas provided for under the terms and provisions of this Service Agreement shall not commence until the following conditions have been met:
- a) Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;
  - b) Any certificate or regulatory authorization for the use of facilities necessary to commence transportation has been obtained;
  - c) Any force majeure event preventing Sabine or Shipper from performing its obligations under this Service Agreement has been remedied;
  - d) Shipper satisfies the credit worthiness criteria in accordance with Section 7.24 of the General Terms and Conditions of Sabine's FERC Gas Tariff.

#### ARTICLE V

##### 5. TERM

- 5.1 This Service Agreement shall be effective \_\_\_\_\_.
- 5.2 After this Service Agreement becomes effective, it shall continue in full force and effect until \_\_\_\_\_.
- 5.3 Sabine and Shipper agree that Shipper has a Contractual ROFR, as defined in Section 7.1 of the General Terms and Conditions of Sabine's FERC Gas Tariff, for this Service Agreement. (include this subsection 5.3 only if applicable)

#### ARTICLE VI

##### 6. CANCELLATION OF PRIOR CONTRACTS

- 6.1 When this Service Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto for the transportation of gas by Sabine for Shipper:

ARTICLE VII

7. NOTICES

- 7.1 Any formal notice, request or demand that either party gives to the other regarding this Service Agreement shall be in writing and shall be mailed by first class, registered or certified mail or delivered in hand to the following address of the other party:

Sabine:

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operational communications by telephone, fax or other mutually agreeable means shall be considered as duly delivered without further written confirmation, unless specifically required by Sabine's FERC Gas Tariff.

- 7.2 Written nominations to schedule transportation service hereunder shall be directed to Sabine at the following telephone and fax numbers, if Shipper is otherwise unable to enter nominations through Sabine's transaction management system:

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

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

- 7.4 Payments made by check remittance shall be mailed to:

(This Subsection 7.4 is to be completed  
indicating the Bank Name, Bank Address  
and Sabine Account Number)

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

ARTICLE VIII

8. MISCELLANEOUS

- 8.1 Sabine and Shipper expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this Service Agreement and of the General Terms and Conditions incorporated by reference in Sabine's FT-1 Rate Schedule.
- 8.2 Unless otherwise provided, all substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, that Sabine recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be Sabine's sole property and Sabine shall not be obligated to account to Shipper for any value, whether or not realized by Sabine, that may attach or be said to attach to such substances.
- 8.3 Exhibits A and B, attached to this Service Agreement, are hereby incorporated by reference as part of this Service Agreement. The parties may amend Exhibits A and B by mutual agreement, which amendments shall be reflected in a revised Exhibit A and B and shall be incorporated by reference as part of this Service Agreement.
- 8.4 The parties hereto consent to the execution of this document by electronic signatures. Each of the parties hereto acknowledges and agrees, that if such party signs this document using an electronic signature, such electronic signature is the legal equivalent of having placed its handwritten signature on this document. The parties hereto further agree that the use of electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement in duplicate originals on the day and year first written above.

WITNESSES:

SABINE PIPE LINE LLC

\_\_\_\_\_ By

\_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ By

\_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_

EXHIBIT A

To The Firm  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_  
Contract No. \_\_\_\_\_

Primary Receipt Points <sup>1</sup>	Receipt Pressure(s) (psig) <sup>2</sup>	Maximum Daily Quantity (Dt)
-------------------------------------	---	-----------------------------------

<sup>1</sup>Each Receipt Point Quantity will be increased by an amount equal to Sabine's currently effective Fuel Gas and Unaccounted For Gas reimbursement percentages (FRP and UFRP, respectively). Shipper shall be responsible for such applicable reimbursement at each receipt point on a pro rata basis.

<sup>2</sup>Necessary pressure to receive gas into Sabine's System; not in excess of.

Effective Date of this Exhibit A: \_\_\_\_\_

Supersedes Exhibit A Effective: \_\_\_\_\_

\_\_\_\_\_

SABINE PIPE LINE LLC

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT B

To The Firm  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_  
Contract No. \_\_\_\_\_

Primary Delivery Points	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dt)
-------------------------	------------------------------	-----------------------------

Shipper's Maximum Daily Reservation Quantity \_\_\_\_\_

\*Necessary pressure to deliver gas from Sabine's System; not in excess of.

Effective Date of this Exhibit B: \_\_\_\_\_

Supersedes Exhibit B Effective: \_\_\_\_\_

_____	SABINE PIPE LINE LLC
By _____	By _____
Date _____	Date _____

SERVICE AGREEMENT FOR  
INTERRUPTIBLE TRANSPORTATION  
SERVICE UNDER IT-1 RATE SCHEDULE  
CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, between Sabine Pipe Line LLC, a Delaware limited liability company, hereinafter referred to as "Sabine", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Shipper".

W I T N E S S E T H

WHEREAS, Sabine owns and operates a gas transmission system; and

WHEREAS, Sabine has received a request from Shipper, dated \_\_\_\_\_ in which Shipper represents that it 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:

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 any nominated Receipt Point(s) on any Day during the term of this Service Agreement; provided, however, that Sabine shall only be obligated to accept on any Day for transportation hereunder that quantity of gas Sabine determines it has Available Capacity to receive, transport, and deliver and provided further that in no event shall Sabine be obligated to accept gas on any Day in excess of the Maximum Daily Quantity(ies) for each Receipt Point(s) or in excess of the Maximum Daily Transportation Quantity set forth in Subsection 2.4 of Article II.
- 1.2 Subject to the terms and provisions of this Service Agreement and Sabine's IT-1 Rate Schedule, Sabine shall deliver for the account of Shipper and Shipper shall accept at any nominated Delivery Point(s) an equivalent quantity of gas, less an allowance for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities and other appropriate reductions, to the quantity of gas received by Sabine from Shipper at the Receipt 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 Quantity(ies) for such Delivery Point(s), or in excess of the Maximum Daily Transportation Quantity set forth in Subsection 2.4 of Article II.
- 1.3 If on any Day Sabine should determine that the remaining transportation capacity of its system, after Sabine

has transported gas for Shippers with superior rights to transportation, is insufficient to transport all quantities of gas under transportation agreements entitled to similar transportation services, Sabine shall allocate the available transportation capacity on the basis set forth in Section 7.6 of the General Terms and Conditions incorporated by reference in Sabine's IT-1 Rate Schedule.

## ARTICLE II

### 2. RECEIPT POINT(S), DELIVERY POINT(S), PRESSURES AND QUANTITY

- 2.1 All Receipt Points and Delivery Points listed in the Informational Postings section of Sabine's Internet web site shall be available for transportation service under this Service Agreement. Priority of transportation service using such points will be determined pursuant to Section 7.6 of the General Terms and Conditions incorporated by reference into Sabine's IT-1 Rate Schedule.
- 2.2 Shipper shall cause gas to be delivered to Sabine at Receipt Point(s) at a pressure sufficient to allow the gas to enter Sabine's System as such pressure shall vary from time to time and place to place. Sabine shall not be required to compress gas in order to receive gas into its System.
- 2.3 Sabine shall deliver gas at each Delivery Point(s) for the account of Shipper at the pressure which shall be available from time to time in Sabine's System.
- 2.4 Shipper's Maximum Daily Transportation Quantity under this Service Agreement is \_\_\_\_ Dt per day.

## ARTICLE III

### 3. 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.
- 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.

#### ARTICLE IV

##### 4. REGULATORY REQUIREMENTS AND CONDITIONS PRECEDENT

- 4.1 The transportation arrangements provided for in this Service Agreement are subject to the provisions of Part 284 of the FERC's regulations, as amended from time to time.
- 4.2 Transportation of gas provided for under the terms and provisions of this Service Agreement shall not commence until the following conditions have been met:
- a) Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;
  - b) Any certificate or regulatory authorization for the use of facilities necessary to commence transportation has been obtained;
  - c) Any force majeure event preventing Sabine or Shipper from performing its obligations under this Service Agreement has been remedied;
  - d) Shipper satisfies the credit worthiness criteria in accordance with Section 7.24 of the General Terms and Conditions of Sabine's FERC Gas Tariff.

#### ARTICLE V

##### 5. TERM

- 5.1 This Service Agreement shall be effective \_\_\_\_\_.
- 5.2 After this Service Agreement becomes effective, it shall continue in full force and effect until \_\_\_\_\_.

#### ARTICLE VI

##### 6. CANCELLATION OF PRIOR CONTRACTS

- 6.1 When this Service Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto for the transportation of gas by Sabine for Shipper:

## ARTICLE VII

### 7. NOTICES

- 7.1 Any formal notice, request or demand that either party gives to the other regarding this Service Agreement 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:

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operational communications by telephone, fax or other mutually agreeable means shall be considered as duly delivered without further written confirmation unless specifically required otherwise by Sabine's FERC Gas Tariff.

- 7.2 Written nominations to schedule transportation service hereunder shall be directed to Sabine at the following telephone and fax numbers, if Shipper is otherwise unable to enter nominations through Sabine's transaction management system:

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

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

- 7.4 Payments made by check remittance shall be mailed to:

(This Subsection 7.4 is to be completed  
indicating the Bank Name, Bank Address  
and Sabine Account Number)

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

ARTICLE VIII

8. MISCELLANEOUS

- 8.1 Sabine and Shipper expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this Service Agreement and of the General Terms and Conditions incorporated by reference in Sabine's IT-1 Rate Schedule.
- 8.2 Unless otherwise provided, all substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, that Sabine recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be Sabine's sole property and Sabine shall not be obligated to account to Shipper for any value, whether or not realized by Sabine, that may attach or be said to attach to such substances.
- 8.3 The Exhibit attached to this Service Agreement is hereby incorporated by reference as part of this Service Agreement. The parties may amend the Exhibit by mutual agreement, which amendment shall be reflected in a revised Exhibit and shall be incorporated by reference as part of this Service Agreement.
- 8.4 The parties hereto consent to the execution of this document by electronic signatures. Each of the parties hereto acknowledges and agrees, that if such party signs this document using an electronic signature, such electronic signature is the legal equivalent of having placed its handwritten signature on this document. The parties hereto further agree that the use of electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement in duplicate originals on the day and year first written above.

WITNESSES:

SABINE PIPE LINE LLC

\_\_\_\_\_

By

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

EXHIBIT

To The Interruptible  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_  
Contract No. \_\_\_\_\_

Other Operating  
Provisions

Additional or Substitute Provisions

Effective Date of this Exhibit: \_\_\_\_\_

Supersedes Exhibit Effective: \_\_\_\_\_

\_\_\_\_\_

SABINE PIPE LINE LLC

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Appendix B

## Marked Tariff Records

## STATEMENT OF NEGOTIATED RATES

### 7.26. NEGOTIATED RATES

#### 7.26.1 Availability

Sabine and Shipper may agree to Negotiated Rates, as defined in Section 7.1 of the General Terms and Conditions of this FERC Gas Tariff, for a specific term of service under any Rate Schedule contained in this Tariff. The rates as shown in the currently effective Section No. 5 of this Tariff are available as Recourse Rates for any Shipper that does not negotiate a rate with Sabine.

#### 7.26.2 Applicability to Existing Service Agreements

Notwithstanding anything to the contrary contained in this Tariff, Sabine and Shipper may mutually agree to negotiate rates for all or any portion of currently subscribed capacity under any existing Service Agreement, provided that Shipper has not acquired its capacity through a capacity release.

If Negotiated Rates will apply to only a portion of the capacity currently subscribed under any existing Service Agreement, the original Service Agreement must first be bifurcated, and Recourse Rates will continue to apply to that portion of capacity subscribed under the Service Agreement not subject to the Negotiated Rates. A new Service Agreement must be executed for that portion of the capacity for which Negotiated Rates will apply. The new Service Agreement will have the same expiration date as the original Service Agreement. If the original Service Agreement is for firm transportation service, the new Service Agreement will have the same Primary Receipt Point(s) and Primary Delivery Point(s) as the original Service Agreement.

#### 7.26.3 Applicability to New Service Requests for Unsubscribed and Available Capacity

Sabine and Shipper may mutually agree to Negotiated Rates for any unsubscribed or available capacity that is requested by Shipper in accordance with Section 7.4 of the General Terms and Conditions of this Tariff.

#### 7.26.4 Applicability to Capacity Posted for Bid by Sabine

If capacity is posted for bid by Sabine and Sabine has determined that it is willing to consider bids at Negotiated Rates, Sabine will state in its posting that it will accept Negotiated Rate bids in addition to Recourse Rate and discounted Recourse Rate bids. This requirement applies to:

- (1) new capacity that becomes available due to the construction or acquisition of facilities or the expansion of existing facilities; and
- (2) capacity which will become available upon the termination of an existing Shipper's Firm Service Agreement.

**Bid Evaluation.** For purposes of determining the best bid and awarding capacity, the value of a Negotiated Rate bid will be capped at the value of a Recourse Rate bid.

**Right of First Refusal.** An existing Shipper with a right of first refusal may retain all or a portion of its capacity, when such capacity is posted subject to Negotiated Rate offers, (1) by matching the highest Negotiated Rate offer submitted by another Shipper that meets or exceeds the lowest rate that Sabine is willing to accept for such service, or (2) by paying a Recourse Rate or discounted Recourse Rate that is equivalent to the Negotiated Rate for the capacity it wishes to retain; provided, however, that nothing herein shall obligate Sabine to render service to any Shipper at rates less than the rates set forth in the currently effective Section No. 5 of Sabine's FERC Gas Tariff.

#### 7.26.5 Negotiated Rate Filing Requirement

No later than the Business Day on which Sabine commences service under a Negotiated Rate Service Agreement, Sabine will submit to the Commission a tariff section substantially in the form of the table set forth in this Section 7.26 stating the name of the Shipper, the Rate Schedule, term, contract quantity, Negotiated Rate, and Primary Receipt and Delivery Point(s), if applicable. If the Day on which Sabine commences service is not a Business Day, then Sabine will submit such tariff section no later than the next Business Day after Sabine commences service.

Unless Sabine executes and files a Non-conforming Service Agreement, such tariff section will contain a statement that the Negotiated Rate Service Agreement does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for the applicable Rate Schedule.

#### 7.26.6 Limitations

This Subsection 7.26 does not authorize Sabine to negotiate terms and conditions of service.

#### 7.26.7 Discount-Type Adjustment

Sabine reserves the right in future general rate proceedings to seek a discount-type adjustment for Negotiated Rate agreements.

Shipper	Rate Sched.	Term of Contract	Quantity Dth/Day	Negotiated Rate	Primary Receipt Point(s)	Primary Delivery Point(s)						
Venture Global Calcasieu Pass, LLC	FT-1	February 1, 2021 to May 2, 2024	303,030	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of \$4.03 per Dth per day of 300,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672825 during the term of the negotiated rate agreement.</p> <p><u>Commodity Charge:</u> Shipper shall pay a negotiated commodity rate of \$0.01 per Dth delivered by Sabine for Shipper's account under Contract No. 672825 during the term of the negotiated rate agreement.</p> <p><u>Other Charges:</u> Shipper shall pay a 1% fuel charge for all nominated volumes for Shipper's account under Contract No. 672825 during the term of the negotiated rate agreement and all other applicable additional charges and surcharges, including the ACA Charge as reflected on</p>	Sabine / Bridgeline Henry Hub (Meter No. 846121)	TransCameron Pipeline (Meter No. 278925)						
		May 3, 2024 to January 31, 2041 <sup>1</sup>	505,050				DCP Midstream Marketing, LLC	FT-1	May 1, 2023 to April 30, 2025	65,000	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of \$3.0417 per MDQ per month of 65,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672738 during the term of the negotiated rate agreement.</p> <p><u>Other Provisions:</u> The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672738, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Centana
DCP Midstream Marketing, LLC	FT-1	May 1, 2023 to April 30, 2025	65,000	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of \$3.0417 per MDQ per month of 65,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672738 during the term of the negotiated rate agreement.</p> <p><u>Other Provisions:</u> The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672738, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Centana	Henry Hub						
		May 1, 2025 to October 31, 2025 <sup>2</sup>										
		November 1, 2025 to December 31, 2025 <sup>3</sup>										

<sup>1</sup> Shipper entered into an amendment to increase the volume of the initial service agreement from 300,000 Dth/day, plus applicable fuel, to 500,000 Dth/day, plus applicable fuel ("Amended Agreement"). Under the Amended Agreement, Shipper shall pay a negotiated monthly reservation rate of \$3.7868 per Dth for 500,000 Dth/day of Shipper's Maximum Daily Reservation Quantity under Contract No. 672825 during the term of the negotiated rate agreement.

<sup>2</sup> DCP entered into an amendment to extend the term of the initial service agreement ("Initial Agreement") from April 30, 2025 to October 31, 2025 ("Extension Period"). Shipper shall pay a negotiated monthly reservation rate of \$3.6500 per MDQ per month of 40,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672738 during the Extension Period. No other changes were made to the Initial Agreement.

<sup>3</sup> DCP entered into a second amendment to extend the term of the Extension Period from October 31, 2025 to December 31, 2025 ("Second Extension") and, beginning on October 1, 2024, to increase the Maximum Daily Reservation Quantity from 40,000 Dt/Day to 65,000 Dt/Day. Shipper shall pay a negotiated rate of \$3.6500 per MDQ per month of 65,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672738 during the Extension Period and Second Extension. No other changes were made to the Initial Agreement.

Shipper	Rate Sched.	Term of Contract	Quantity Dth/Day	Negotiated Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
BP Energy Company	FT-1	June 1, 2023 to October 31, 2023	15,000	<del>Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$0.05 per MDQ per month of Shipper's Maximum Daily Reservation Quantity under Contract No. 672087FT during the term of the negotiated rate agreement.</del>	Trunkline Holmwood	EnLink-Citgo
		November 1, 2023 <sup>4</sup> to October 31, 2025	45,000*	<p><del>Commodity Charge: Shipper shall pay a negotiated commodity rate of \$0.01 per Dth delivered by Sabine at any Alternate Receipt Point at Henry Hub and \$0.30 per Dth delivered by Sabine at a Western Alternate receipt points for Shipper's account under Contract No. 672087FT during the term of the negotiated rate agreement.</del></p> <p><del>Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672087FT, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</del></p>		
Westlake Chemical Energy LLC	FT-1	<del>January 1, 2024 to October 31, 2025</del> November 1, 2025 to October 31, 2030	50,000*	<p><del>Reservation Rate: Shipper shall pay a negotiated monthly reservation rate under Contract No. 672948FT of: \$2.4333 per MDQ for the period of November 1, 2025 to October 31, 2026; \$2.5398 per MDQ for the period of November 1, 2026 to October 31, 2027; \$2.6463 for the period of November 1, 2027 to October 31, 2028; \$2.7527 for the period of November 1, 2028 to October 31, 2029 and \$2.8592 per MDQ for the period of November 1, 2029 to October 31, 2030 for transportation from the Primary Receipt Point to the Primary Delivery Point.</del> Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$1.6729 per MDQ per month of 50,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672916FT during the term of the negotiated rate agreement.</p> <p><del>Commodity Charge: Shipper shall pay a negotiated commodity rate of \$0.45-14 per Dth delivered by Sabine at any the Alternate Receipt Points of Centana or KM Tejas for Shipper's account under Contract No. 672948672916FT during the term of the negotiated rate agreement.</del></p> <p><del>Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672948672916F-FT, does not deviate in any material aspect from the Form of Service</del></p>	Henry Hub	Westlake's Calcasieu (PPG) and Petrochem Facilities

<sup>4</sup>Subject to the following, 15,000 Dt/d for the entire Term commencing on the effective date June 1, 2023 ("Initial Service Period"). Upon the in-service of Sabine's enhancements to the Delivery Point meter, but no earlier than November 1, 2023, the MDQ will increase to 45,000 Dt/d for the duration of the Service Agreement term ("Final Service Period"). Final Service Period will occur the first Gas Day of the Month following the Month in which the in-service commenced. In the event that the Initial Service Period extends beyond November 1, 2023 the Maximum Daily Quantity will be increased to equal 20,000 Dt/d and until the commencement of the Final Service Period.

Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.

30,000

~~Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$5.1708 per MDQ per month of 30,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672694FT during the term of the negotiated rate agreement.~~

Targa Gas Marketing LLC

FT-1

January 1, 2024 to October 31, 2025

50,000\*

Commodity Charge: Shipper shall pay a negotiated commodity rate of \$0.03 per Dth delivered by Sabine at any Alternate Receipt Point for Shipper's account under Contract No. 672694FT during the term of the negotiated rate agreement.

Kinder Morgan Tejas

Henry Hub LGS Targa

October 31, 2025 to December 31, 2026<sup>5</sup>

Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672694FT, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.

Citigroup Energy Inc.

FT-1

August 1, 2024 to March 31, 2026

25,000

Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$4.5625 per MDQ per month of 25,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672668FT4 during the term of the negotiated rate agreement.

Houston Pipeline

Henry Hub

Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672668FT4, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.

Shipper

Rate Sched.

Term of Contract

Quantity Dth/Day

Negotiated Rate

Primary Receipt Point(s)

Primary Delivery Point(s)

Citigroup Energy Inc.

FT-1

April 1, 2024 to March 31, 2025

25,000

~~Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$3.9542 per MDQ per month of 25,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672668FT3 during the term of the negotiated rate agreement.~~

Houston Pipeline

Henry Hub

~~Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672668FT3, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.~~

<sup>5</sup> Targa entered into an amendment to extend the term of the initial service agreement from October 31, 2025 to December 31, 2026. No other changes were made to the Initial Agreement.

~~August 1, 2024 to March 31, 2026~~ 25,000 ~~Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$4.5625 per MDQ per month of 25,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672668FT4 during the term of the negotiated rate agreement.~~

~~Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672668FT4, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.~~

~~January 16, 2025 to January 31, 2025~~ 10,000 ~~Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$5.4750 per MDQ per month of 10,000 of Shipper's Maximum Daily Reservation Quantity under Contract No. 672668FT5 during the term of the negotiated rate agreement.~~

~~Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672668FT5, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.~~

Shipper	Rate Sched.	Term of Contract	Quantity Dth/Day	Negotiated Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Southwest Energy LP	FT-1	April 1, 2025 to December 31, 2030	25,000	<p><u>Reservation Rate:</u> Shipper shall pay a negotiated monthly reservation rate of: \$5.9313 per MDQ for the period of April 1, 2025 to December 31, 2026; \$6.0073 per MDQ for the period of January 1, 2026 to December 31, 2028; and \$6.0833 per MDQ for the period of January 1, 2029 to December 31, 2030 for transportation from the Primary Receipt Point to the Primary Delivery Point.</p> <p><u>Commodity Charge:</u> In addition to the Reservation Rate, Shipper shall pay a negotiated commodity rate of \$0.04 per Dth delivered by Sabine at the Alternate Receipt Points Centana, KM Tejas and KM Texas. For any nominations in excess of the MDQ or to/from or to any alternate points, Shipper shall pay the maximum applicable tariff charges.</p> <p><u>Other Provisions:</u> The Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672599FT1, does not deviate in any material respect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.</p>	Houston Pipeline	Henry Hub
<u>Citgo Petroleum Corporation</u>	<u>FT-1</u>	<u>November 1, 2025 to October 31, 2026</u>	<u>35,000</u>	<u>Reservation Rate: Shipper shall pay a negotiated monthly reservation rate of \$2.5854 per MDQ per month of 35,000 of Shipper's Maximum Daily Reservation Quantity under</u>	<u>Henry Hub</u>	<u>EnLink-Citgo</u>

Contract No. 672946FT during the term of the negotiated rate agreement.

Other Provisions: The service agreement for this negotiated rate, Service Agreement for Firm Transportation Service Under FT-1 Rate Schedule, Contract No. 672946, does not deviate in any material aspect from the Form of Service Agreement in Sabine's FERC Gas Tariff for firm transportation under Rate Schedule FT-1.

SERVICE AGREEMENT FOR  
FIRM TRANSPORTATION  
SERVICE UNDER FT-1 RATE SCHEDULE  
CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, between Sabine Pipe Line LLC, a Delaware limited liability company, hereinafter referred to as "Sabine", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Shipper".

W I T N E S S E T H

WHEREAS, Sabine owns and operates a gas transmission system; and

WHEREAS, Sabine has received a request from Shipper, dated \_\_\_\_\_ in which Shipper represents that it 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:

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 A.
- 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 7.6 of the General Terms and Conditions incorporated by reference in Sabine's FT-1 Rate Schedule.
- 1.3 Subject to the terms and provisions of this Service Agreement and Sabine's FT-1 Rate Schedule, Sabine shall deliver for the account of Shipper and Shipper shall accept at: (i) the Primary Delivery Point(s) referenced in Subsection 2.2 of Article II, (ii) any Primary Delivery Point(s) for quantities in excess of the

Maximum Daily Quantities for each Primary Delivery Point set forth in Exhibit B on the same priority basis as an Alternate Delivery Point, or (iii) any Alternate Delivery Point(s) nominated by Shipper, an equivalent quantity of gas, less an allowance for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities and other appropriate reductions, to the total quantity of gas received by Sabine for the account of Shipper at the Primary and Alternate Receipt Point(s) for transportation hereunder; provided, however, that in no event shall Sabine be obligated to deliver on any Day in excess of the Maximum Daily Quantities for any Primary Delivery Point set forth in Exhibit B or in excess of Shipper's Firm Reservation Quantity set forth in Exhibit B.

## ARTICLE II

### 2. RECEIPT POINT(S), DELIVERY POINT(S) AND PRESSURES

- 2.1 The Primary Receipt Point(s) at which Shipper shall cause gas to be tendered to Sabine for transportation hereunder are described in Exhibit A to this Service Agreement. Other pertinent factors applicable to the Primary Receipt Point(s) are also set forth in Exhibit A. Alternate Receipt Point(s), at which Shipper may cause gas to be tendered to Sabine for transportation hereunder, shall include all Receipt Points along Sabine's System, subject to the availability of capacity at such Receipt Points.
- 2.2 The Primary Delivery Point(s) at which Sabine shall deliver thermally equivalent quantities of gas transported hereunder, after appropriate reductions, are described in Exhibit B to this Service Agreement. Other pertinent factors applicable to the Primary Delivery Point(s) are also set forth in Exhibit B. Alternate Delivery Point(s), at which Sabine may deliver gas for the account of Shipper, shall include all Delivery Points along Sabine's System, subject to the availability of capacity at such Delivery Points.
- 2.3 Shipper shall cause gas to be delivered to Sabine at Receipt Point(s) at a pressure sufficient to allow the gas to enter Sabine's System as such pressure shall vary from time to time and place to place. Sabine shall not be required to compress gas in order to receive gas into its System.
- 2.4 Sabine shall deliver gas at each Delivery Point for the account of Shipper at the pressure which shall be available from time to time in Sabine's System.

## ARTICLE III

### 3. RATE(S), FT-1 RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper shall pay Sabine for services rendered hereunder in accordance with Sabine's FT-1 Rate Schedule, or superseding rate schedule(s), on file with and subject to the jurisdiction of the FERC and lawfully in effect from time to time.
- 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.
- 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.

#### ARTICLE IV

##### 4. REGULATORY REQUIREMENTS AND CONDITIONS PRECEDENT

- 4.1 The transportation arrangements provided for in this Service Agreement are subject to the provisions of Part 284 of the FERC's regulations, as amended from time to time.
- 4.2 Transportation of gas provided for under the terms and provisions of this Service Agreement shall not commence until the following conditions have been met:
- a) Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;
  - b) Any certificate or regulatory authorization for the use of facilities necessary to commence transportation has been obtained;
  - c) Any force majeure event preventing Sabine or Shipper from performing its obligations under this Service Agreement has been remedied;
  - d) Shipper satisfies the credit worthiness criteria in accordance with Section 7.24 of the General Terms and Conditions of Sabine's FERC Gas Tariff.

#### ARTICLE V

##### 5. TERM

- 5.1 This Service Agreement shall be effective \_\_\_\_\_.
- 5.2 After this Service Agreement becomes effective, it shall continue in full force and effect until \_\_\_\_\_.
- 5.3 Sabine and Shipper agree that Shipper has a Contractual ROFR, as defined in Section 7.1 of the General Terms and Conditions of Sabine's FERC Gas Tariff, for this Service Agreement. (include this subsection 5.3 only if applicable)

#### ARTICLE VI

##### 6. CANCELLATION OF PRIOR CONTRACTS

- 6.1 When this Service Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto for the transportation of gas by Sabine for Shipper:

ARTICLE VII

7. NOTICES

7.1 Any formal notice, request or demand that either party gives to the other regarding this Service Agreement shall be in writing and shall be mailed by first class, registered or certified mail or delivered in hand to the following address of the other party:

Sabine:

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operational communications by telephone, fax or other mutually agreeable means shall be considered as duly delivered without further written confirmation, unless specifically required by Sabine's FERC Gas Tariff.

7.2 Written nominations to schedule transportation service hereunder shall be directed to Sabine at the following telephone and fax numbers, if Shipper is otherwise unable to enter nominations through Sabine's transaction management system:

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

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

7.4 Payments made by check remittance shall be mailed to:

(This Subsection 7.4 is to be completed  
indicating the Bank Name, Bank Address  
and Sabine Account Number)

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

ARTICLE VIII

8. MISCELLANEOUS

- 8.1 Sabine and Shipper expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this Service Agreement and of the General Terms and Conditions incorporated by reference in Sabine's FT-1 Rate Schedule.
- 8.2 Unless otherwise provided, all substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, that Sabine recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be Sabine's sole property and Sabine shall not be obligated to account to Shipper for any value, whether or not realized by Sabine, that may attach or be said to attach to such substances.
- 8.3 Exhibits A and B, attached to this Service Agreement, are hereby incorporated by reference as part of this Service Agreement. The parties may amend Exhibits A and B by mutual agreement, which amendments shall be reflected in a revised Exhibit A and B and shall be incorporated by reference as part of this Service Agreement.
- 8.4 The parties hereto consent to the execution of this document by electronic signatures. Each of the parties hereto acknowledges and agrees, that if such party signs this document using an electronic signature, such electronic signature is the legal equivalent of having placed its handwritten signature on this document. The parties hereto further agree that the use of electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement in duplicate originals on the day and year first written above.

WITNESSES:

SABINE PIPE LINE LLC

\_\_\_\_\_ By

\_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ By

\_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_

EXHIBIT A

To The Firm  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_  
Contract No. \_\_\_\_\_

Primary Receipt Points <sup>1</sup>	Receipt Pressure(s) (psig) <sup>2</sup>	Maximum Daily Quantity (Dt)
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<sup>1</sup>Each Receipt Point Quantity will be increased by an amount equal to Sabine's currently effective Fuel Gas and Unaccounted For Gas reimbursement percentages (FRP and UFRP, respectively). Shipper shall be responsible for such applicable reimbursement at each receipt point on a pro rata basis.

<sup>2</sup>Necessary pressure to receive gas into Sabine's System; not in excess of.

Effective Date of this Exhibit A: \_\_\_\_\_

Supersedes Exhibit A Effective: \_\_\_\_\_

\_\_\_\_\_

SABINE PIPE LINE LLC

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT B

To The Firm  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_  
Contract No. \_\_\_\_\_

Primary Delivery Points	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dt)
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Shipper's Maximum Daily Reservation Quantity \_\_\_\_\_

\*Necessary pressure to deliver gas from Sabine's System; not in excess of.

Effective Date of this Exhibit B: \_\_\_\_\_

Supersedes Exhibit B Effective: \_\_\_\_\_

_____	SABINE PIPE LINE LLC
By _____	By _____
Date _____	Date _____

SERVICE AGREEMENT FOR  
INTERRUPTIBLE TRANSPORTATION  
SERVICE UNDER IT-1 RATE SCHEDULE  
CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, between Sabine Pipe Line LLC, a Delaware limited liability company, hereinafter referred to as "Sabine", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Shipper".

W I T N E S S E T H

WHEREAS, Sabine owns and operates a gas transmission system; and

WHEREAS, Sabine has received a request from Shipper, dated \_\_\_\_\_ in which Shipper represents that it 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:

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 any nominated Receipt Point(s) on any Day during the term of this Service Agreement; provided, however, that Sabine shall only be obligated to accept on any Day for transportation hereunder that quantity of gas Sabine determines it has Available Capacity to receive, transport, and deliver and provided further that in no event shall Sabine be obligated to accept gas on any Day in excess of the Maximum Daily Quantity(ies) for each Receipt Point(s) or in excess of the Maximum Daily Transportation Quantity set forth in Subsection 2.4 of Article II.
- 1.2 Subject to the terms and provisions of this Service Agreement and Sabine's IT-1 Rate Schedule, Sabine shall deliver for the account of Shipper and Shipper shall accept at any nominated Delivery Point(s) an equivalent quantity of gas, less an allowance for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities and other appropriate reductions, to the quantity of gas received by Sabine from Shipper at the Receipt 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 Quantity(ies) for such Delivery Point(s), or in excess of the Maximum Daily Transportation Quantity set forth in Subsection 2.4 of Article II.
- 1.3 If on any Day Sabine should determine that the remaining transportation capacity of its system, after Sabine

has transported gas for Shippers with superior rights to transportation, is insufficient to transport all quantities of gas under transportation agreements entitled to similar transportation services, Sabine shall allocate the available transportation capacity on the basis set forth in Section 7.6 of the General Terms and Conditions incorporated by reference in Sabine's IT-1 Rate Schedule.

## ARTICLE II

### 2. RECEIPT POINT(S), DELIVERY POINT(S), PRESSURES AND QUANTITY

- 2.1 All Receipt Points and Delivery Points listed in the Informational Postings section of Sabine's Internet web site shall be available for transportation service under this Service Agreement. Priority of transportation service using such points will be determined pursuant to Section 7.6 of the General Terms and Conditions incorporated by reference into Sabine's IT-1 Rate Schedule.
- 2.2 Shipper shall cause gas to be delivered to Sabine at Receipt Point(s) at a pressure sufficient to allow the gas to enter Sabine's System as such pressure shall vary from time to time and place to place. Sabine shall not be required to compress gas in order to receive gas into its System.
- 2.3 Sabine shall deliver gas at each Delivery Point(s) for the account of Shipper at the pressure which shall be available from time to time in Sabine's System.
- 2.4 Shipper's Maximum Daily Transportation Quantity under this Service Agreement is \_\_\_\_ Dt per day.

## ARTICLE III

### 3. 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.
- 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.

#### ARTICLE IV

##### 4. REGULATORY REQUIREMENTS AND CONDITIONS PRECEDENT

- 4.1 The transportation arrangements provided for in this Service Agreement are subject to the provisions of Part 284 of the FERC's regulations, as amended from time to time.
- 4.2 Transportation of gas provided for under the terms and provisions of this Service Agreement shall not commence until the following conditions have been met:
- a) Any construction, acquisition, or expansion of facilities necessary to commence transportation has been completed;
  - b) Any certificate or regulatory authorization for the use of facilities necessary to commence transportation has been obtained;
  - c) Any force majeure event preventing Sabine or Shipper from performing its obligations under this Service Agreement has been remedied;
  - d) Shipper satisfies the credit worthiness criteria in accordance with Section 7.24 of the General Terms and Conditions of Sabine's FERC Gas Tariff.

#### ARTICLE V

##### 5. TERM

- 5.1 This Service Agreement shall be effective \_\_\_\_\_.
- 5.2 After this Service Agreement becomes effective, it shall continue in full force and effect until \_\_\_\_\_.

#### ARTICLE VI

##### 6. CANCELLATION OF PRIOR CONTRACTS

- 6.1 When this Service Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto for the transportation of gas by Sabine for Shipper:

## ARTICLE VII

### 7. NOTICES

- 7.1 Any formal notice, request or demand that either party gives to the other regarding this Service Agreement 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:

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operational communications by telephone, fax or other mutually agreeable means shall be considered as duly delivered without further written confirmation unless specifically required otherwise by Sabine's FERC Gas Tariff.

- 7.2 Written nominations to schedule transportation service hereunder shall be directed to Sabine at the following telephone and fax numbers, if Shipper is otherwise unable to enter nominations through Sabine's transaction management system:

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

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

- 7.4 Payments made by check remittance shall be mailed to:

(This Subsection 7.4 is to be completed  
indicating the Bank Name, Bank Address  
and Sabine Account Number)

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

ARTICLE VIII

8. MISCELLANEOUS

8.1 Sabine and Shipper expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this Service Agreement and of the General Terms and Conditions incorporated by reference in Sabine's IT-1 Rate Schedule.

8.2 Unless otherwise provided, all substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, that Sabine recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be Sabine's sole property and Sabine shall not be obligated to account to Shipper for any value, whether or not realized by Sabine, that may attach or be said to attach to such substances.

8.3 The Exhibit attached to this Service Agreement is hereby incorporated by reference as part of this Service Agreement. The parties may amend the Exhibit by mutual agreement, which amendment shall be reflected in a revised Exhibit and shall be incorporated by reference as part of this Service Agreement.

8.4 The parties hereto consent to the execution of this document by electronic signatures. Each of the parties hereto acknowledges and agrees, that if such party signs this document using an electronic signature, such electronic signature is the legal equivalent of having placed its handwritten signature on this document. The parties hereto further agree that the use of electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement in duplicate originals on the day and year first written above.

WITNESSES:

SABINE PIPE LINE LLC

\_\_\_\_\_

By

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

EXHIBIT

To The Interruptible  
Transportation Service Agreement  
Dated \_\_\_\_\_  
Between Sabine Pipe Line LLC  
And \_\_\_\_\_  
Contract No. \_\_\_\_\_

Other Operating  
Provisions

Additional or Substitute Provisions

Effective Date of this Exhibit: \_\_\_\_\_

Supersedes Exhibit Effective: \_\_\_\_\_

\_\_\_\_\_

SABINE PIPE LINE LLC

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_