NOTICE OF TARIFF FILING FOR SABINE PIPE LINE LLC

On October 31, 2025, Sabine Pipe Line LLC ("Sabine") filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP26-145-000 revisions to Sections 2, 7, 7.2, 7.4, and 7.11 of its FERC Gas Tariff, Second Revised Volume No. 1 to enhance clarity and consistency in the Tariff language regarding requests for service and associated general terms and conditions. Sabine has proposed an effective date of December 1, 2025.

SABINE
PIPE LINE
A SUBSIDIARY OF ONEOK

October 31, 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
Requests for Service Updates
Docket No. RP26-___-000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"),[1] Sabine Pipe Line LLC ("Sabine") submits for filing and acceptance the tariff records listed below for inclusion in its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). The proposed tariff records are submitted to become effective December 1, 2025:

Section 2, Table of Contents, v. 1.0.0
Section 7, General Terms and Conditions, v. 1.0.0
Section 7.2, Operating Provisions for Firm Service, v. 1.0.0
Section 7.4, Request for Service, v. 1.0.0
Section 7.11, ROFR, Termination and Agreement Extension, v. 1.0.0

STATEMENT OF NATURE, REASONS AND BASIS

Sabine has completed a detailed review of its Tariff with intent to enhance clarity and consistency in the Tariff language regarding requests for service and associated general terms and conditions. Pursuant to its review, in this filing Sabine proposes the following:

- Adding new tariff provisions addressing Requests for Service, Pre-arranged Deals, Solicitation of Bids of Capacity and Mutual Extension of Service Agreements;
- Revising and reorganizing existing General Terms and Conditions ("GT&C") sections;
- Making conforming updates to other Tariff sections required for consistency; and,
- Making minor administrative edits, including updates to numbering, syntax, and internal references.

[1] 18 CFR 154.602 (2025).

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Below is a summary level table presenting the sections included in this filing and broadly the nature of proposed changes:

Tariff Section	Nature of Proposed Changes
Section 2, Table of Contents	Revised to reflect the change to the title of Section 7.11.
Section 7, General Terms and Conditions	Revised to reflect the change to the title of Section 7.11.
Section 7.2, Operating Provisions for Firm Service	Revised to more clearly define Shipper's rights to available capacity for expansion projects and pre-arranged deals.
Section 7.4, Request for Service	Removed the prescriptive Form for Request of Service. Reorganized and revised to more clearly define the procedure for requesting service.
Section 7.11, ROFR, Termination and Agreement Extension	Revised to more clearly define the right of first refusal and termination or mutual extension of service agreements.

Appendix A included with this filing expands on the summary table above and presents a detailed listing of the proposed Tariff changes by section and/or sub-section. The table listing also indicates whether the provision was edited, deleted, moved/replaced, and includes precedent support for the proposed changes. Each proposed change is intended to provide clarity regarding the process Sabine and shippers may follow to enter into pre-arranged and negotiated transactions for reservations of capacity.

As noted above, the purpose of these Tariff revisions is transparency and improved clarity. The revisions proposed are not intended to affect the substantive rights of Sabine's existing shippers.

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 detailed table presenting a description of the proposed changes and relevant precedent;
4. Appendix B – a clean version of the Tariff records in PDF format for publishing in eLibrary; and
5. Appendix C – a marked version of the Tariff records in PDF format for publishing in eLibrary.

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 effective December 1, 2025. In accordance with section 154.7(a)(9) of the Commission's regulations, Sabine hereby moves to place the proposed Tariff sections into effect at the end of any suspension period if one is so ordered by the Commission.

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: regulatoryaffairs@oneok.com	Lisa Nishimuta Senior Legal Counsel, Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: lisa.nishimuta@oneok.com

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

Attachments

Appendix A
Detailed Table of Tariff Changes
Sabine Pipe Line, L.L.C. FERC Gas Tariff, Volume I

Tariff	Description of Change	Authority & Precedent
Section 2 and Section 7	Administrative update to the Table of Contents and General Terms and Conditions section descriptions to indicate the revised title to Section 7.11, ROFR, Termination and Agreement Extension.	*Destin Pipeline*, 177 FERC ¶ 61,126 (2021) at PP. 2, 4, 17 (Finding administrative revisions such as changes to syntax just and reasonable); *Tallgrass Interstate Gas Transmission*, 158 FERC ¶ 61,140 (2017) (hereinafter *Tallgrass*), at PP 1-2, 6 (approving modernization changes to tariff including reorganizing tariff sections by similar topic, GT&C updates in line with Commission policy, clarifications, and standardizing definitions).
Section 7.2.1	Administrative update to adjust section references.	*Destin Pipeline*, 177 FERC ¶ 61,126 (2021) at PP. 2, 4, 17 (Finding administrative revisions such as changes to syntax just and reasonable); *Tallgrass*, 158 FERC ¶ 61,140 (2017) at PP 1-2, 6 (approving modernization changes to tariff including reorganizing tariff sections by similar topic, GT&C updates in line with Commission policy, clarifications, and standardizing definitions).
Section 7.2.3	Previous section language in reference to Sabine's prescriptive Request for Service Form has been struck to reflect its removal from Section 7.4, as detailed below.	*Tallgrass*, 158 FERC ¶ 61,140 (2017) at PP 1-2, 6 (approving modernization changes to tariff including reorganizing tariff sections by similar topic, GT&C updates in line with Commission policy, clarifications, and standardizing definitions).
Section 7.2.4 (now 7.2.3)	Adding subsection 7.2.3(e) clarifying that Sabine will make capacity available on a limited term basis up to the in-service date of an expansion/extension project.	See similar language approved by the Commission in *Midwestern Gas Transmission Company*, Letter Order Dated March 16, 2023, Docket Nos. RP23-434-000 and RP23-434-001; *Viking Gas Transmission Company* (hereafter *Viking*), Letter Order dated June 30, 2004, Docket No. RP04-306-000**.**
Section 7.2.4	Adding a new Section 7.2.4 "Reservation of Capacity for Pre-arranged Deals"	See substantively identical language approved by the Commission in *Viking*, 142 FERC ¶ 61,054 (2013); See also *Tallgrass*, 158 FERC ¶ 61,140 (2017) at PP 1-2, 6 (approving modernization changes to tariff including reorganizing tariff sections by similar topic, GT&C updates in line with Commission policy, clarifications, and standardizing definitions).
Section 7.4	Previous prescriptive Request for Service Form has been struck and fully replaced with new and comprehensive section addressing requests for service, including subparts: • 7.4.1 Requests for Service • 7.4.2 Solicitation of Bids of Capacity • 7.4.3 Modification of Service • 7.4.4 Extension of Capacity Use • 7.4.5 Negotiated Rates	18 CFR § 154.102(b) (2025) (Tariff sections must include related subject matter); See substantively identical language approved by the Commission in *Viking*, 142 FERC ¶ 61,054 (2013); *See Dominion Energy,* Docket No. RP18-26-000 (Accepting reorganized tariff provisions, including Request for Service); *White River Hub,* Docket No. RP22-1194-000 (Accepting reorganized tariff including revision to Request for Service); *Tallgrass*,

		158 FERC ¶ 61,140 (2017) at PP 1-2, 6 (approving modernization changes to tariff including reorganizing tariff sections by similar topic, GT&C updates in line with Commission policy, clarifications, and standardizing definitions).
Section 7.11	Administrative update to section title to reflect the inclusion of provisions allowing the mutual extension of service agreements.	*Destin Pipeline*, 177 FERC ¶ 61,126 (2021) at PP. 2, 4, 17 (Finding administrative revisions such as changes to syntax just and reasonable).
Section 7.11.1	Administrative update to title of subsection 7.11.1(a) "Right of First Refusal Applicability;" Adding clarifying language that the right of first refusal procedures will not apply to interim service agreements.	See substantively identical language approved by the Commission in *Viking*, 142 FERC ¶ 61,054 (2013) and Letter Order dated December 11, 2014, Docket No. RP15-174-000
Sections 7.11.6 – 7.11.8 (Now 7.11.6 – 7.11.9)	Adding Subsection 7.11.6 "Early Termination in Exchange for Extension," Subsection 7.11.7 "Extension of Capacity Use," and Subsection 7.11.8 "Negotiated Rates." Renumbering 7.11.6 to 7.11.9 to accommodate the added subsections.	*Tallgrass*, 158 FERC ¶ 61,140 (2017) at PP 1-2, 6 (approving modernization changes to tariff including reorganizing tariff sections by similar topic, GT&C updates in line with Commission policy, clarifications, and standardizing definitions); See substantively identical language approved by the Commission in *Viking*, 142 FERC ¶ 61,054 (2013) and Letter Order dated December 11, 2014, Docket No. RP15-174-000.

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Capacity Release	7.10
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7.2. OPERATING PROVISIONS FOR FIRM SERVICE

7.2.1 Availability of Firm Service

Firm service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a superior claim by another Shipper. Existing uncommitted firm capacity will be posted on Sabine's Internet web site (web site) and will be made available in accordance with the provisions of Subsection 7.4.2 of the General Terms and Conditions. In the event new capacity becomes available due to the construction or acquisition of facilities or the expansion of existing facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its web site and shall provide an open season, with a minimum duration of ten (10) days, during which potential Shippers may submit initial requests for firm service in accordance with the provisions of Subsection 7.4.2 of the General Terms and Conditions.

7.2.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 7.5, 7.6 and 7.19 of the General Terms and Conditions. In general, Receipt Point and Delivery Point priority for firm service is as follows:

a) Receipt Point Priority

The receipt of gas for firm transportation services shall be:

i) on a firm basis from the Primary Receipt Point(s) specified in an executed Firm Service Agreement;

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

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

b) Delivery Point Priority

The delivery of gas for firm transportation services shall be:

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

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

iii) on a firm basis to the Out-of-Path Alternate Delivery Point(s) nominated by Shipper,

subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points and In-Path Alternate Delivery Points for firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

7.2.3 Reservation of Capacity for Expansion Projects

Sabine may elect to reserve for a future expansion project any currently available unsubscribed capacity or capacity expected to become available at some future date, provided such capacity is not subject to a right-of-first-refusal to retain the capacity.

a) Sabine may reserve capacity only for a future expansion project for which an open season has been held or will be held within one year of the date Sabine posts such capacity as being reserved. If Sabine elects to reserve capacity for a future expansion project under this section, such capacity may be reserved for up to one year prior to Sabine filing for certificate approval for construction of the proposed expansion facilities, and thereafter until such expansion is placed into service.

b) Sabine shall, on a limited-term basis up to the in-service date of the expansion project, make available any capacity reserved under this section in accordance with Section 7.2 of the General Terms & Conditions. A service agreement for capacity available on such interim basis shall not be eligible for a right of first refusal for purposes of Section 7.11 of the General Terms and Conditions.

c) Prior to reserving capacity for future expansion projects under this section, such capacity shall first have been made available in accordance with Section 7.2 of the General Terms and Conditions.

d) Subject to the foregoing, Sabine may reserve capacity by means of a posting on its website that shall include, without limitation:

i) A description of the expansion project for which the capacity will be reserved;

ii) The total quantity of capacity to be reserved;

iii) The location of the proposed reserved capacity on Sabine's system;

iv) When Sabine held or anticipates holding an open season in connection with the expansion project;

v) The projected in-service date of the expansion project; and

vi) On an ongoing basis, how much of the reserved capacity has been subscribed on an interim basis.

e) To the extent capacity reserved under this Section is currently available, Sabine shall make such capacity available for transportation service pursuant to the provisions of Sabine's FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion/extension project(s). For such limited-term agreements, Sabine reserves the right to limit any extension rights provided in the Firm Service Agreement or under Sabine's FERC Gas Tariff commensurate with the proposed in-service date of the expansion/extension project. Sabine will indicate in any open season posting of the capacity any limitations on extension rights that will apply to such limited-term transportation service.

f) To the extent that capacity reserved pursuant to this Section 7.2.3 is not sufficient to satisfy the requirements of an expansion project, Sabine shall conduct, no later than ninety (90) days after the

close of an open season for such expansion project, a reverse open season setting forth not unduly discriminatory terms for the turn back of capacity. Capacity obtained through a reverse open season shall be reserved for an expansion project pursuant to the terms of this Section 7.2.3; provided, however, that the posting requirements of Section 7.2.3(c) shall not apply to that capacity.

g) Any capacity reserved for an expansion project that does not go forward for any reason shall be reposted as available capacity within thirty (30) days of the date the capacity becomes available, except for capacity committed in service agreements entered into on an interim limited term basis.

7.2.4 Reservation of Capacity for Pre-arranged Deals

(a) Pre-Arranged Capacity. Sabine may sell firm capacity with service commencement dates more than ninety (90) days in the future, when such capacity is either available unsubscribed capacity or capacity that will become available and is not subject to a right of first refusal, by selling such capacity on a pre-arranged basis.

(b) If Sabine proposes to sell capacity on a pre-arranged basis, Sabine will post the terms of the pre-arranged transaction and other parties will have an opportunity to bid on the capacity pursuant to Section 7.4.2. At the time Sabine enters into a pre-arranged service agreement, Sabine will post a notice on its Internet web site indicating that the pre-arranged capacity will be subject to an open bidding process within three (3) business days, even if such capacity has already been subject to an open season bidding process and is currently posted as available capacity. If another party submits an acceptable bid on a net present value (NPV) basis, the pre-arranged Shipper will have a one-time right to match the higher bid in order to retain the capacity. If the pre-arranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the bidder with the highest NPV acceptable bid. If there is an open season ongoing for certain capacity, Sabine will not enter into a pre-arranged deal for that capacity during the open season.

(c) Sabine will not enter into any pre-arranged deals for capacity that has not previously been posted on its Internet web site.

(d) To the extent capacity reserved under this Section is currently available, Sabine shall make such capacity available for transportation service pursuant to the provisions of Sabine's FERC Gas Tariff on a limited-term basis up to the in-service date of the pre-arranged transaction. For such limited-term agreements, Sabine reserves the right to limit any pre-arranged transaction rights provided in the Firm Service Agreement or under Sabine's FERC Gas Tariff commensurate with the proposed in-service date of the pre-arranged transaction. Sabine will indicate in any open season posting of the capacity any limitations on extension rights that will apply to such limited-term transportation service.

7.2.5 Receipt And Delivery Point Designations

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

individual maximum daily quantities for Primary Delivery Points for an amended Firm Service Agreement. In the event a firm Shipper segments its capacity, such requirements will apply to each individual segment, subject to limitations on overlapping segments and to limitations on capacity at each point. A Replacement Shipper may request Primary Receipt Points and Primary Delivery Points up to the Maximum Daily Reservation Quantity of its own contract, provided that capacity is available at such points.

7.2.6 Alternate Points

All System points, including Primary Receipt Points or Primary Delivery Points where capacity exists in excess of capacity allocated to provide Primary Receipt Point or Primary Delivery Point firm transportation service, will be available as Alternate Receipt Points or Alternate Delivery Points. Requests to utilize alternate points on a temporary basis must specify the period of time a Shipper will use the alternate points so that the temporary availability of capacity at Shipper's Primary Points can be posted. The capacity at the Primary Points will revert to Shipper upon the expiration of the time specified by Shipper, unless Shipper notifies Sabine that Shipper wishes to extend the period of time it will use the Alternate Points. Sabine shall not limit the number of Primary and Alternate Receipt or Delivery Points which a firm Shipper may request to utilize, as long as the sum of Shipper's primary and temporarily reserved Alternate Receipt or Delivery Points does not exceed Shipper's Maximum Daily Reservation Quantity. Any discounted Reservation Rate for firm transportation service between Primary Receipt and Delivery Points will not automatically transfer to service using Alternate Receipt or Delivery Points, unless Sabine directs Shipper to use an alternate point for operational reasons pursuant to Section 7.6.7 of the General Terms and Conditions. Sabine's Discount Retention Policy is defined in Section 7.9.8 of the General Terms and Conditions.

7.2.7 Request Invalidation

Requests for firm service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than three (3) months after the information specified in Section 7.4 of the General Terms and Conditions is provided to Sabine, unless additional facilities are required to provide the firm service. Sabine will accept requests for firm service if service is requested to commence within one (1) month of the completion of construction, modification, expansion or acquisition of facilities necessary to provide the requested service. Requests for firm service which cannot be accepted due to insufficient capacity shall not be of a continuing nature and shall be deemed a nullity for all present and future purposes.

7.2.8 Requests For Operating Data

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

7.2.9 Available Capacity

Sabine will make capacity available for firm service to the extent that Sabine determines it is operationally feasible. If operating conditions ever limit Sabine's ability to provide firm service, then Sabine shall provide such service on the basis described in Section 7.6 of the General Terms and Conditions.

7.2.10 Additional Facilities

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

7.4. REQUESTS FOR SERVICE

Subject to any conditions set forth in the applicable Rate Schedules, this Section shall govern qualification for receipt of service under Rate Schedules FT-1 and IT-1.

7.4.1 Requests for Service

(a) All Shippers requesting transportation service under Rate Schedules FT-1 or IT-1 must provide, in writing in a form acceptable to Sabine, the information required by this Section 7.4 and the information necessary to complete the fill in the blanks in the applicable form of Service Agreement contained in this FERC Gas Tariff in order to qualify for service. No request for service will be scheduled until all of the information has been provided.

(b) Except as expressly set forth in Section 7.4.1(d) or other provisions of this FERC Gas Tariff, Sabine may award available capacity for firm transportation service to commence at a future date only within the following timeframes:

(1) For service with a primary contract term of three months or less, Sabine may award a request for service no earlier than fifteen (15) calendar days prior to the proposed commencement date of service.

(2) For service with a primary contract term of greater than three months, but less than one year, Sabine may award a request for service no earlier than thirty (30) calendar days prior to the proposed commencement date of service.

(3) For service with a primary contract term of one (1) year or longer, Sabine may award a request for service no earlier than ninety (90) days prior to the proposed commencement date of service.

(c) Sabine shall deny a request for capacity to the extent honoring the request would have the effect of awarding capacity prior to the timeframes set forth in Section 7.4.1(b), due to the unavailability of the requested capacity for any portion of the requested primary contract term. For example, if, on October 1, a Shipper requested that Sabine award capacity with a primary contract term of one year beginning on November 1, but the capacity was available only for the following June through October (i.e. for the last five months of the requested term), Sabine would treat the request as a request for capacity with a term of five months, with the date the capacity became available deemed to be the start of the requested primary term. Pursuant to Section 7.4.1(b)(2), Sabine would reject the request as premature. Notwithstanding the above:

(1) Sabine may consider a request described above pursuant to Section 7.4.1(d).

(2) Sabine and Shipper may agree to contract for less than all the requested capacity as long as the award is within the timeframes set forth in Section 7.4.1(b). For example, if a Shipper requested 15,000 Dt/day of capacity for a term of one year, and only 5,000 Dt/day was available for a six-month period beginning four months after the request was made, Sabine and Shipper could agree to contract for the available capacity for a six month term consistent with the timeframe set forth in Section 7.4.1(b)(2).

(d) Sabine may consider, on a not unduly discriminatory basis, a request for firm service outside the time periods specified in Section 7.4.1(b), if the request involves circumstances which include the following:

(1) The request is for capacity offered on a pre-arranged basis pursuant to the process set forth in Section 7.2.4:

(2) The request is for capacity offered pursuant to an open season initiated by Sabine pursuant to the process set forth in Section 7.4.2; or

(3) The request involves the acquisition, modification or construction of facilities or, terms and conditions that may require prior Commission approval or notice.

(e) If Sabine allows a variation from the time periods specified in Section 7.4.1(b) in accordance with the circumstances described in Section 7.4.1(d)(1)-(3) or otherwise, Sabine shall provide reasons for the variation in the notice of the open season or by means of an Informational Postings notice on Sabine's Internet web site. Sabine shall deviate from the time periods specified in Subsection 7.4.1(b) only in a not unduly discriminatory manner consistent with Commission regulations.

7.4.2 Solicitation of Bids of Capacity

(a) Sabine shall (1) post notice of its capacity that is available on a first-come, first-served basis, or (2) post notice of an open season for its available capacity, or (3) post notice of an open season for expansion projects including requests for incremental service at a date later than the in-service date of the expansion facilities.

Regarding (2) and (3), the open season notice will be posted for a period of no less than three Business Days for available capacity and no less than 20 Business Days for expansion projects on Sabine's system and will include the following information:

(i) the location of the capacity or proposed expansion;

(ii) the total quantity, if applicable;

(iii) the date capacity is available or proposed to be available; and

(iv) bid evaluation methodology, if applicable.

(b) Regarding (2) and (3), the bid methodology will include a NPV analysis. Sabine will award the capacity based upon the highest NPV. In the event of equal bids on the basis of a NPV calculation, capacity will be awarded on a pro rata basis. Shipper shall be required to indicate in its bid whether it is willing to accept a lesser quantity in the event such capacity is awarded on a pro rata basis due to equal bids. For purposes of its NPV evaluation, Sabine may consider the aggregate NPVs of two or more bids.

(c) Sabine reserves the right not to award such capacity at less than the applicable maximum rate. If no acceptable bids are received during an open season, Sabine will post the capacity on its system in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate. Shippers must submit a request for such capacity by electronic mail to Sabine's Marketing Department. The time stamp on the communication will be used to determine the sequence of bids.

(d) Capacity awarded on a first-come first-served basis at less than the maximum rate may be awarded to an affiliate as defined in Part 358 of the Commission's regulations provided that the discounted capacity offered to an affiliate was first posted for competitive bid as described in this Section 7.4.2 and such discounted rate is not lower that bids received by other open season bidders or shippers requesting the capacity on a first-come first served basis within the same time period.

7.4.3 Modification of Service

Any modification of an existing Service Agreement shall be requested by Shipper's submission of a new request with notation on the request that the service requested is a modification of an existing service. Such request, after having been fully processed and accepted by Sabine, shall be deemed to have the full force and effect of the underlying Service Agreement.

7.4.4 Extension of Capacity Use

Shipper and Sabine may mutually agree to extend the term of a Service Agreement with respect to all or part of the underlying capacity.

7.4.5 Negotiated Rates

Sabine and Shipper may mutually agree on a not unduly discriminatory basis that the extension of a Service Agreement will be at a discounted or negotiated rate.

7.11. ROFR, TERMINATION AND MUTUAL AGREEMENT EXTENSION

7.11.1 (a) Right of First Refusal Applicability

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

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

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

The right of first refusal will not apply to interim service agreements associated with expansion/extension projects as set forth in Subsection 7.2.3 of the General Terms and Conditions or pre-arranged transactions as set forth in Subsection 7.2.4 of the General Terms and Conditions.

(b) Notice to Current Shipper

For Firm Transportation Service Agreements where a right of first refusal applies, Sabine shall provide written notice to the then current Shipper at least forty-five (45) Days prior to the expiration of the Firm Transportation Service Agreement.

7.11.2 Posting of Capacity

After notifying the current Shipper pursuant to the terms of Section 7.11.1 (b) hereinabove, Sabine shall post on its Internet web site the capacity which will be available upon the termination of such Shipper's Firm Transportation Service Agreement. The capacity shall be posted for a period of not less than ten (10) Days, the last Day of which will constitute the “Bid Deadline Date”. The posting shall include the primary points of receipt and delivery, the available Maximum Daily Reservation Quantity and the Maximum Daily Quantity for each Primary Point, the termination date of the firm contract, the beginning date any new Firm Transportation Service Agreement will be effective, the applicable maximum rate, and the Bid Deadline Date.

7.11.3 Bidding On Capacity

Upon the posting of the available capacity pursuant to the provisions of Section 7.11.2 hereinabove, Sabine shall receive bids in writing from eligible bidders, defined for these purposes as those who have satisfied the creditworthiness provisions of Section 7.24 herein. Bids must be submitted on Sabine's "Bid for Released Firm Capacity" form, as set forth on Sabine’s Internet web site, and must be received by Sabine no later than 5:00 p.m. Central Clock Time on the Bid Deadline Date. Sabine will post the relevant terms of the winning bid, other than the bidder's name, one Day after the Bid Deadline Date. Sabine will determine the best bid utilizing net present value criteria and will consider only those bids submitted by eligible bidders who have indicated in their bid they will execute a Firm Transportation Service Agreement effective on the date as set out in the posting.

7.11.4 Right of First Refusal

No later than three (3) Days after the Bid Deadline Date, Sabine will notify the current Shipper of the best bid received pursuant to the provisions of Section 7.11.3 which Sabine is willing to accept. The current Shipper shall thereafter have five (5) Days within which it must notify Sabine in writing ("Best Bid Response") of its intent to match the best bid. In order to match the best bid, the current Shipper must agree, in the Best Bid Response, to pay a rate up to the maximum rate, for a contract term, that commences on the date as set out in the posting, and that will provide Sabine at least the same net present value, calculated in accordance with Section 7.11.3 above. If the current Shipper agrees to match the best bid, Sabine and the current Shipper will enter into a new Firm Transportation Service Agreement, or modify the existing Firm Transportation Service Agreement, reflecting the terms of the best bid. If the current Shipper fails to provide Sabine a Best Bid Response, the current Shipper's existing Firm Transportation Service Agreement will be abandoned upon the termination of the Firm Transportation Service Agreement and Sabine will enter into a new Firm Transportation Service Agreement with the part(ies) offering the best acceptable bid.

7.11.5 Acceptable Bids

In the event Sabine (i) does not receive any bids for the current Shipper's capacity, or (ii) does not receive any bids for the current Shipper's capacity which are acceptable to Sabine, Sabine shall provide the current Shipper notice of same no later than three (3) Days after the Bid Deadline Date. Thereafter, the current Shipper shall have the right to retain its firm capacity, but only at the then maximum rate applicable thereto, or any negotiated or discounted rate agreed to by Sabine. In order to do so, the current Shipper shall have five (5) Days within which to notify Sabine in writing of its intent to retain such capacity at the then maximum rate, or a rate otherwise agreed to by Sabine. If the current Shipper fails to so notify Sabine, (i) the current Shipper shall be deemed to have elected not to exercise its ROFR right with respect to the subject capacity, (ii) the Firm Transportation Service Agreement shall be subject to abandonment upon its termination, and (iii) Sabine shall be free to sell the subject capacity to any party free and clear of any obligation to the current Shipper as of the expiration date of the Firm Transportation Service Agreement.

7.11.6 Early Termination in Exchange for Extension

Shipper and Sabine may mutually agree to the early termination of one or more Service Agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. A new term shall be determined for the Service Agreements and shall be from the service commencement date of the extension to the end of the extension period. Shipper need not participate in an open season for the extension nor must the extended capacity be posted on Sabine's Informational Postings Internet web site as unsubscribed, available capacity prior to the extension.

The agreement to extend under this Section 7.11.6 must be reached prior to the posting of the capacity pursuant to Section 7.11.1. Nothing in this Section shall preclude the Shipper from making a timely election pursuant to Section 7.11.1 if Shipper and Sabine are not able to agree upon a new term length or other terms and conditions of service.

7.11.7 Abandonment

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

match the best bid under its right of first refusal option as described in Subsection 7.11.4.

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7.2. OPERATING PROVISIONS FOR FIRM SERVICE

7.2.1 Availability of Firm Service

Firm service under this FERC Gas Tariff shall be provided when, and to the extent that, Sabine determines that capacity is available in Sabine's existing System, which capacity is not subject to a superior claim by another Shipper. Existing uncommitted firm capacity will be posted on Sabine's Internet web site (web site) and will be made available in accordance with the provisions of Subsection 7.~~42~~.2~~3~~ of the General Terms and Conditions. In the event new capacity becomes available due to the construction or acquisition of facilities or the expansion of existing facilities, pursuant to authorization under Section 7 of the Natural Gas Act and FERC regulations, Sabine shall post such capacity on its web site and shall provide an open season, with a minimum duration of ten (10) days, during which potential Shippers may submit initial requests for firm service in accordance with the provisions of Subsection 7.~~42~~.2~~3~~ of the General Terms and Conditions.

7.2.2 Priority of Service

Priority of service for a specific nomination line item shall be determined in accordance with Sections 7.5, 7.6 and 7.19 of the General Terms and Conditions. In general, Receipt Point and Delivery Point priority for firm service is as follows:

a) Receipt Point Priority

The receipt of gas for firm transportation services shall be:

i) on a firm basis from the Primary Receipt Point(s) specified in an executed Firm Service Agreement;

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

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

b) Delivery Point Priority

The delivery of gas for firm transportation services shall be:

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

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

iii) on a firm basis to the Out-of-Path Alternate Delivery Point(s) nominated by Shipper,

subject to the availability of capacity in Sabine's System, and shall have a priority subordinate to the delivery of gas to Primary Delivery Points and In-Path Alternate Delivery Points for firm transportation services and a priority superior to the delivery of gas for interruptible transportation services.

~~7.2.3 Shipper Requests for Firm Service~~

~~Requests for firm service hereunder shall be made by providing the specific information in, and in the form prescribed by, Section 7.4 of the General Terms and Conditions. Request for Service forms shall be submitted to Sabine, Attention: Commercial Development. Sabine shall consider all complete requests in the order received and will notify Shipper in writing of the acceptance of a complete request. Request for Service forms will be supplied to any potential Shipper upon request, are available at Sabine's corporate office during normal business hours, or are available electronically by following the procedures of Section 7.15 of the General Terms and Conditions.~~

7.2.3~~4~~ Reservation of Capacity for Expansion Projects

Sabine may elect to reserve for a future expansion project any currently available unsubscribed capacity or capacity expected to become available at some future date, provided such capacity is not subject to a right-of-first-refusal to retain the capacity.

a) Sabine may reserve capacity only for a future expansion project for which an open season has been held or will be held within one year of the date Sabine posts such capacity as being reserved. If Sabine elects to reserve capacity for a future expansion project under this section, such capacity may be reserved for up to one year prior to Sabine filing for certificate approval for construction of the proposed expansion facilities, and thereafter until such expansion is placed into service.

b) Sabine shall, on a limited-term basis up to the in-service date of the expansion project, make available any capacity reserved under this section in accordance with Section 7.2 of the General Terms & Conditions. A service agreement for capacity available on such interim basis shall not be eligible for a right of first refusal for purposes of Section 7.11 of the General Terms and Conditions.

c) Prior to reserving capacity for future expansion projects under this section, such capacity shall first have been made available in accordance with Section 7.2 of the General Terms and Conditions.

d) Subject to the foregoing, Sabine may reserve capacity by means of a posting on its website that shall include, without limitation:

i) A description of the expansion project for which the capacity will be reserved;

ii) The total quantity of capacity to be reserved;

iii) The location of the proposed reserved capacity on Sabine's system;

iv) When Sabine held or anticipates holding an open season in connection with the expansion project;

v) The projected in-service date of the expansion project; and

vi) On an ongoing basis, how much of the reserved capacity has been subscribed on an interim basis.

e) To the extent capacity reserved under this Section is currently available, Sabine shall make such

capacity available for transportation service pursuant to the provisions of Sabine's FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion/extension project(s). For such limited-term agreements, Sabine reserves the right to limit any extension rights provided in the Firm Service Agreement or under Sabine's FERC Gas Tariff commensurate with the proposed in-service date of the expansion/extension project. Sabine will indicate in any open season posting of the capacity any limitations on extension rights that will apply to such limited-term transportation service.

f~~e~~) To the extent that capacity reserved pursuant to this Section 7.2.34 is not sufficient to satisfy the requirements of an expansion project, Sabine shall conduct, no later than ninety (90) days after the close of an open season for such expansion project, a reverse open season setting forth not unduly discriminatory terms for the turn back of capacity. Capacity obtained through a reverse open season shall be reserved for an expansion project pursuant to the terms of this Section 7.2.34; provided, however, that the posting requirements of Section 7.2.34(c) shall not apply to that capacity.

g~~f~~) Any capacity reserved for an expansion project that does not go forward for any reason shall be reposted as available capacity within thirty (30) days of the date the capacity becomes available, except for capacity committed in service agreements entered into on an interim limited term basis.

7.2.4 Reservation of Capacity for Pre-arranged Deals

(a) Pre-Arranged Capacity. Sabine may sell firm capacity with service commencement dates more than ninety (90) days in the future, when such capacity is either available unsubscribed capacity or capacity that will become available and is not subject to a right of first refusal, by selling such capacity on a pre-arranged basis.

(b) If Sabine proposes to sell capacity on a pre-arranged basis, Sabine will post the terms of the pre-arranged transaction and other parties will have an opportunity to bid on the capacity pursuant to Section 7.4.2. At the time Sabine enters into a pre-arranged service agreement, Sabine will post a notice on its Internet web site indicating that the pre-arranged capacity will be subject to an open bidding process within three (3) business days, even if such capacity has already been subject to an open season bidding process and is currently posted as available capacity. If another party submits an acceptable bid on a net present value (NPV) basis, the pre-arranged Shipper will have a one-time right to match the higher bid in order to retain the capacity. If the pre-arranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the bidder with the highest NPV acceptable bid. If there is an open season ongoing for certain capacity, Sabine will not enter into a pre-arranged deal for that capacity during the open season.

(c) Sabine will not enter into any pre-arranged deals for capacity that has not previously been posted on its Internet web site.

(d) To the extent capacity reserved under this Section is currently available, Sabine shall make such capacity available for transportation service pursuant to the provisions of Sabine's FERC Gas Tariff on a limited-term basis up to the in-service date of the pre-arranged transaction. For such limited-term agreements, Sabine reserves the right to limit any pre-arranged transaction rights provided in the Firm Service Agreement or under Sabine's FERC Gas Tariff commensurate with the proposed in-service date of the pre-arranged transaction. Sabine will indicate in any open season posting of the capacity any limitations on extension rights that will apply to such limited-term transportation service.

7.2.5 Receipt And Delivery Point Designations

Each Receipt Point and each Delivery Point specified by a Shipper requesting firm transportation service shall be considered as Primary Receipt Points and Primary Delivery Points for firm transportation service under an executed Firm Service Agreement. Each Shipper's Maximum Daily Reservation Quantity must be allocated among the Primary Receipt Points and Primary Delivery Points such that the Maximum Daily Reservation Quantity equals both the sum of the individual maximum daily quantities for Primary Receipt Points and the sum of the individual maximum daily quantities for Primary Delivery Points. A Shipper may amend its Firm Service Agreement to add Primary Receipt Points or Primary Delivery Points, delete Primary Receipt Points or Primary Delivery Points or modify Primary Receipt Point or Primary Delivery Point maximum daily quantities provided capacity is available to provide firm service. The Maximum Daily Reservation Quantity must be allocated such that the Maximum Daily Reservation Quantity equals both the sum of the individual maximum daily quantities for Primary Receipt Points and the sum of the individual maximum daily quantities for Primary Delivery Points for an amended Firm Service Agreement. In the event a firm Shipper segments its capacity, such requirements will apply to each individual segment, subject to limitations on overlapping segments and to limitations on capacity at each point. A Replacement Shipper may request Primary Receipt Points and Primary Delivery Points up to the Maximum Daily Reservation Quantity of its own contract, provided that capacity is available at such points.

7.2.6 Alternate Points

All System points, including Primary Receipt Points or Primary Delivery Points where capacity exists in excess of capacity allocated to provide Primary Receipt Point or Primary Delivery Point firm transportation service, will be available as Alternate Receipt Points or Alternate Delivery Points. Requests to utilize alternate points on a temporary basis must specify the period of time a Shipper will use the alternate points so that the temporary availability of capacity at Shipper's Primary Points can be posted. The capacity at the Primary Points will revert to Shipper upon the expiration of the time specified by Shipper, unless Shipper notifies Sabine that Shipper wishes to extend the period of time it will use the Alternate Points. Sabine shall not limit the number of Primary and Alternate Receipt or Delivery Points which a firm Shipper may request to utilize, as long as the sum of Shipper's primary and temporarily reserved Alternate Receipt or Delivery Points does not exceed Shipper's Maximum Daily Reservation Quantity. Any discounted Reservation Rate for firm transportation service between Primary Receipt and Delivery Points will not automatically transfer to service using Alternate Receipt or Delivery Points, unless Sabine directs Shipper to use an alternate point for operational reasons pursuant to Section 7.6.7 of the General Terms and Conditions. Sabine's Discount Retention Policy is defined in Section 7.9.8 of the General Terms and Conditions.

7.2.7 Request Invalidation

Requests for firm service under this FERC Gas Tariff will be invalid and will not be considered if service is requested to commence later than three (3) months after the information specified in Section 7.4 of the General Terms and Conditions is provided to Sabine, unless additional facilities are required to provide the firm service. Sabine will accept requests for firm service if service is requested to commence within one (1) month of the completion of construction, modification, expansion or acquisition of facilities necessary to provide the requested service. Requests for firm service which cannot be accepted due to insufficient capacity shall not be of a continuing nature and shall be deemed a nullity for all present and future purposes.

7.2.8 Requests For Operating Data

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

7.2.9 Available Capacity

Sabine will make capacity available for firm service to the extent that Sabine determines it is operationally feasible. –If operating conditions ever limit Sabine's ability to provide firm service, then Sabine shall provide such service on the basis described in Section 7.6 of the General Terms and Conditions.

7.2.10 Additional Facilities

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

7.4. REQUESTS FOR SERVICE

Subject to any conditions set forth in the applicable Rate Schedules, this Section shall govern qualification for receipt of service under Rate Schedules FT-1 and IT-1.

7.4.1 Requests for Service ~~Form~~

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

(a) All Shippers requesting transportation service under Rate Schedules FT-1 or IT-1 must provide, in writing in a form acceptable to Sabine, the information required by this Section 7.4 and the information necessary to complete the fill in the blanks in the applicable form of Service Agreement contained in this FERC Gas Tariff in order to qualify for service. No request for service will be scheduled until all of the information has been provided.

(b) Except as expressly set forth in Section 7.4.1(d) or other provisions of this FERC Gas Tariff, Sabine may award available capacity for firm transportation service to commence at a future date only within the following timeframes:

(1) For service with a primary contract term of three months or less, Sabine may award a request for service no earlier than fifteen (15) calendar days prior to the proposed commencement date of service.

(2) For service with a primary contract term of greater than three months, but less than one year, Sabine may award a request for service no earlier than thirty (30) calendar days prior to the proposed commencement date of service.

(3) For service with a primary contract term of one (1) year or longer, Sabine may award a request for service no earlier than ninety (90) days prior to the proposed commencement date of service.

(c) Sabine shall deny a request for capacity to the extent honoring the request would have the effect of awarding capacity prior to the timeframes set forth in Section 7.4.1(b), due to the unavailability of the requested capacity for any portion of the requested primary contract term. For example, if, on October 1, a Shipper requested that Sabine award capacity with a primary contract term of one year beginning on November 1, but the capacity was available only for the following June through October (i.e. for the last five months of the requested term), Sabine would treat the request as a request for capacity with a term of five months, with the date the capacity became available deemed to be the start of the requested primary term. Pursuant to Section 7.4.1(b)(2), Sabine would reject the request as premature. Notwithstanding the above:

(1) Sabine may consider a request described above pursuant to Section 7.4.1(d).

(2) Sabine and Shipper may agree to contract for less than all the requested capacity as long as the award is within the timeframes set forth in Section 7.4.1(b). For example, if a Shipper requested 15,000 Dt/day of capacity for a term of one year, and only 5,000 Dt/day was available for a six-month period beginning four months after the request was made, Sabine and Shipper could agree to contract for the available capacity for a six month term consistent with the timeframe set forth in Section 7.4.1(b)(2).

(d) Sabine may consider, on a not unduly discriminatory basis, a request for firm service outside the time periods specified in Section 7.4.1(b), if the request involves circumstances which include the

following:

(1) The request is for capacity offered on a pre-arranged basis pursuant to the process set forth in Section 7.2.4:

(2) The request is for capacity offered pursuant to an open season initiated by Sabine pursuant to the process set forth in Section 7.4.2; or

(3) The request involves the acquisition, modification or construction of facilities or, terms and conditions that may require prior Commission approval or notice.

(e) If Sabine allows a variation from the time periods specified in Section 7.4.1(b) in accordance with the circumstances described in Section 7.4.1(d)(1)-(3) or otherwise, Sabine shall provide reasons for the variation in the notice of the open season or by means of an Informational Postings notice on Sabine's Internet web site. Sabine shall deviate from the time periods specified in Subsection 7.4.1(b) only in a not unduly discriminatory manner consistent with Commission regulations.

7.4.2 Solicitation of Bids of Capacity

(a) Sabine shall (1) post notice of its capacity that is available on a first-come, first-served basis, or (2) post notice of an open season for its available capacity, or (3) post notice of an open season for expansion projects including requests for incremental service at a date later than the in-service date of the expansion facilities.

Regarding (2) and (3), the open season notice will be posted for a period of no less than three Business Days for available capacity and no less than 20 Business Days for expansion projects on Sabine's system and will include the following information:

(i) the location of the capacity or proposed expansion;

(ii) the total quantity, if applicable;

(iii) the date capacity is available or proposed to be available; and

(iv) bid evaluation methodology, if applicable.

(b) Regarding (2) and (3), the bid methodology will include a NPV analysis. Sabine will award the capacity based upon the highest NPV. In the event of equal bids on the basis of a NPV calculation, capacity will be awarded on a pro rata basis. Shipper shall be required to indicate in its bid whether it is willing to accept a lesser quantity in the event such capacity is awarded on a pro rata basis due to equal bids. For purposes of its NPV evaluation, Sabine may consider the aggregate NPVs of two or more bids.

(c) Sabine reserves the right not to award such capacity at less than the applicable maximum rate. If no acceptable bids are received during an open season, Sabine will post the capacity on its system in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate. Shippers must submit a request for such capacity by electronic mail to Sabine's Marketing Department. The time stamp on the communication will be used to determine the sequence of bids.

(d) Capacity awarded on a first-come first-served basis at less than the maximum rate may be awarded to an affiliate as defined in Part 358 of the Commission's regulations provided that the discounted capacity offered to an affiliate was first posted for competitive bid as described in this Section 7.4.2 and such discounted rate is not lower that bids received by other open season bidders or shippers requesting the capacity on a first-come first served basis within the same time period.

7.4.3 Modification of Service

Any modification of an existing Service Agreement shall be requested by Shipper's submission of a new request with notation on the request that the service requested is a modification of an existing service. Such request, after having been fully processed and accepted by Sabine, shall be deemed to have the full force and effect of the underlying Service Agreement.

7.4.4 Extension of Capacity Use

Shipper and Sabine may mutually agree to extend the term of a Service Agreement with respect to all or part of the underlying capacity.

7.4.5 Negotiated Rates

Sabine and Shipper may mutually agree on a not unduly discriminatory basis that the extension of a Service Agreement will be at a discounted or negotiated rate.

~~SABINE PIPE LINE LLC~~
~~REQUEST FOR SERVICE~~

~~SHIPPER INFORMATION~~

~~1. Shipper's Name: _____~~
~~(legal name of signatory party)~~

~~State of Incorporation: _____~~
~~(if applicable)~~

~~(Or) Other Legal Description: _____~~
~~(e.g., partnership)~~

~~Shipper is: (check one)~~

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

~~Is Shipper affiliated with Sabine?~~

~~_____ Yes _____ No~~

~~If yes, list type and extent of affiliation.~~

~~_____~~
~~_____~~

~~2. Requesting Party's Name:_____~~
~~(if different than shipper)~~

~~Is Requesting Party affiliated with Sabine?~~

~~_____ Yes _____ No~~

~~If yes, list type and extent of affiliation.~~

~~_____~~
~~_____~~

~~3. Shipper Contacts:~~

	~~Scheduling & Notices~~	~~Invoicing~~	~~Nominations~~
~~Name:~~	____	_____	_____
~~Title:~~	____	_____	_____
~~Street~~	____	_____	_____
~~Mailing~~	____	_____	_____
~~Address:~~	____	_____	_____
~~Telephone:~~	____	_____	_____
~~Telefax:~~	____	_____	_____

~~24-Hour Contact: _____ Telephone: _____~~

~~SERVICE INFORMATION~~

~~4. Request is for:~~

~~_____ New Service~~

~~_____ Amended Service to Agreement No. _____~~

~~5. Service Authority:~~

~~_____ NGPA Section 311 Service~~

~~_____ NGA Section 7(c) Blanket Authority (Part 284)~~

~~_____ NGA Section 7(c) Authority~~

~~6. Service Type:~~

~~_____ Firm Service (FT-1 Rate Schedule)~~

~~_____ Interruptible Service (IT-1 Rate Schedule)~~

~~7. Primary Term:~~

~~Commencement Date: _____ Termination Date: _____~~

~~Secondary Term (if appropriate):~~

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

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

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

~~8. Transportation Quantities:[1]~~

~~Firm Service~~
~~Maximum Daily Reservation Quantity _____ Dt~~

~~Interruptible Service~~
~~Maximum Daily Transportation Quantity _____ Dt~~

~~9. Estimated Transportation Quantity Over Primary Term _____ Dt~~

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

[1]Shipper is also responsible for the applicable Fuel Gas and Unaccounted For Gas reimbursement quantities, based on the FRP and UFRP, respectively, as set forth in currently effective Section No. 5 of this FERC Gas Tariff.

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

RECEIPT/DELIVERY POINTS (Firm Transportation Service only)

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

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

"ON BEHALF OF" ENTITY INFORMATION

14. Service pursuant to Section 311(a) of the NGPA will be "On Behalf Of"

(Legal name) ___, which is an:

LDC Intrastate

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

have physical custody of and transport the gas

hold title to the gas

Sabine must receive a written acknowledgment from each "on behalf of" entity confirming that it is a local

~~distribution company or an intrastate pipeline, as defined in the NGPA, and that it will either have physical custody of and transport the gas or hold title to the gas.~~

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

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

~~SHIPPER AFFILIATION~~

~~16. Is the supplier of gas to be transported in any transaction associated with this request affiliated with Sabine?~~

~~_____ Yes _____ No _____ Unknown~~

~~If yes, list the name of gas supplier and the extent of affiliation with Sabine.~~

~~_____~~

~~17. Is the gas for which transportation service is requested, being marketed by a Sabine affiliate?~~

~~_____ Yes _____ No~~

~~If yes, list the name of Marketer and the extent of affiliation with Sabine.~~

~~_____~~

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

~~_____ Yes _____ No _____ Unknown~~

~~If yes, by how much? ____~~

~~19. Send completed requests to:~~

~~Sabine Pipe Line LLC~~
~~1722 Routh Street, Suite 1300~~
~~Dallas, Texas 75201~~
~~Attn: Commercial Development~~

~~Phone: (713)739-3200~~
~~Fax: (713)739-3246~~

~~SHIPPER AUTHORIZATIONS~~

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

~~Shipper's Authorized Signature~~

~~Name: _____~~

~~Title: _____~~

~~Date: _____~~

~~7.4.2 Incomplete Service Forms~~

~~Request for Service forms received by Sabine that do not contain all the information specified in Subsection 7.4.1, including credit information sufficient to demonstrate that a Shipper will be able to meet its financial obligations under the requested Rate Schedule, will be considered incomplete. Sabine will notify Shipper in writing of any deficiencies of a request, and Shipper shall provide the additional information required for a valid request within thirty (30) days. Incomplete requests for service which are not completed within thirty (30) days of a deficiency notification shall be deemed a nullity for all present and future purposes.~~

7.11. ROFR, TERMINATION AND MUTUAL AGREEMENT EXTENSION~~PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL PROCEDURES~~

7.11.1 (a) Right of First Refusal Applicability

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

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

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

The right of first refusal will not apply to interim service agreements associated with expansion/extension projects as set forth in Subsection 7.2.3 of the General Terms and Conditions or pre-arranged transactions as set forth in Subsection 7.2.4 of the General Terms and Conditions.

(b) Notice to Current Shipper

For Firm Transportation Service Agreements where a right of first refusal applies, Sabine shall provide written notice to the then current Shipper at least forty-five (45) Days prior to the expiration of the Firm Transportation Service Agreement.

7.11.2 Posting of Capacity

After notifying the current Shipper pursuant to the terms of Section 7.11.1 (b) hereinabove, Sabine shall post on its Internet web site the capacity which will be available upon the termination of such Shipper's Firm Transportation Service Agreement. The capacity shall be posted for a period of not less than ten (10) Days, the last Day of which will constitute the “Bid Deadline Date”. The posting shall include the primary points of receipt and delivery, the available Maximum Daily Reservation Quantity and the Maximum Daily Quantity for each Primary Point, the termination date of the firm contract, the beginning date any new Firm Transportation Service Agreement will be effective, the applicable maximum rate, and the Bid Deadline Date.

7.11.3 Bidding On Capacity

Upon the posting of the available capacity pursuant to the provisions of Section 7.11.2 hereinabove, Sabine shall receive bids in writing from eligible bidders, defined for these purposes as those who have satisfied the creditworthiness provisions of Section 7.24 herein. Bids must be submitted on Sabine's "Bid for Released Firm Capacity" form, as set forth on Sabine’s Internet web site, and must be received by Sabine no later than 5:00 p.m. Central Clock Time on the Bid Deadline Date. Sabine will post the relevant terms of the winning bid, other than the bidder's name, one Day after the Bid Deadline Date. Sabine will determine the best bid utilizing net present value criteria and will consider only those bids submitted by eligible bidders who have indicated in their bid they will execute a Firm

Transportation Service Agreement effective on the date as set out in the posting.

7.11.4 Right of First Refusal

No later than three (3) Days after the Bid Deadline Date, Sabine will notify the current Shipper of the best bid received pursuant to the provisions of Section 7.11.3 which Sabine is willing to accept. The current Shipper shall thereafter have five (5) Days within which it must notify Sabine in writing ("Best Bid Response") of its intent to match the best bid. In order to match the best bid, the current Shipper must agree, in the Best Bid Response, to pay a rate up to the maximum rate, for a contract term, that commences on the date as set out in the posting, and that will provide Sabine at least the same net present value, calculated in accordance with Section 7.11.3 above. If the current Shipper agrees to match the best bid, Sabine and the current Shipper will enter into a new Firm Transportation Service Agreement, or modify the existing Firm Transportation Service Agreement, reflecting the terms of the best bid. If the current Shipper fails to provide Sabine a Best Bid Response, the current Shipper's existing Firm Transportation Service Agreement will be abandoned upon the termination of the Firm Transportation Service Agreement and Sabine will enter into a new Firm Transportation Service Agreement with the part(ies) offering the best acceptable bid.

7.11.5 Acceptable Bids

In the event Sabine (i) does not receive any bids for the current Shipper's capacity, or (ii) does not receive any bids for the current Shipper's capacity which are acceptable to Sabine, Sabine shall provide the current Shipper notice of same no later than three (3) Days after the Bid Deadline Date. Thereafter, the current Shipper shall have the right to retain its firm capacity, but only at the then maximum rate applicable thereto, or any negotiated or discounted rate agreed to by Sabine. In order to do so, the current Shipper shall have five (5) Days within which to notify Sabine in writing of its intent to retain such capacity at the then maximum rate, or a rate otherwise agreed to by Sabine. If the current Shipper fails to so notify Sabine, (i) the current Shipper shall be deemed to have elected not to exercise its ROFR right with respect to the subject capacity, (ii) the Firm Transportation Service Agreement shall be subject to abandonment upon its termination, and (iii) Sabine shall be free to sell the subject capacity to any party free and clear of any obligation to the current Shipper as of the expiration date of the Firm Transportation Service Agreement.

7.11.6 Early Termination in Exchange for Extension

Shipper and Sabine may mutually agree to the early termination of one or more Service Agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. A new term shall be determined for the Service Agreements and shall be from the service commencement date of the extension to the end of the extension period. Shipper need not participate in an open season for the extension nor must the extended capacity be posted on Sabine's Informational Postings Internet web site as unsubscribed, available capacity prior to the extension.

The agreement to extend under this Section 7.11.6 must be reached prior to the posting of the capacity pursuant to Section 7.11.1. Nothing in this Section shall preclude the Shipper from making a timely election pursuant to Section 7.11.1 if Shipper and Sabine are not able to agree upon a new term length or other terms and conditions of service.

7.11.7~~6~~ Abandonment

Sabine shall be relieved of its transportation service obligations for any Interruptible Transportation Service Agreement and for any Firm Transportation Service Agreement with a primary term of less than one (1) year, regardless of any subsequent roll-over term provided by an evergreen provision, upon the expiration or termination of such Service Agreement. Sabine shall be relieved of its transportation service obligations for any Firm Transportation Service Agreement that is eligible to be renewed under the right of first refusal procedures upon the expiration of such Service Agreement, if

that Shipper under such Firm Transportation Service Agreement gives notice to terminate its Firm Transportation Service Agreement pursuant to the provisions contained therein, or said Shipper fails to match the best bid under its right of first refusal option as described in Subsection 7.11.4.