WEST CAMERON
PORT COMMISSION
110 Smith Circle
P. O. Box 1271
Cameron, LA 70631

Clifton Cabell, President
Jimmy Brown, Vice- President
Wendell Wilkerson-Secretary
Dwight Savoie-Treasurer

Board Members
Ricky Poole
Howard Romero
Ernest Carol Trahan
Timothy Dupont
Ruben Doxey

PROCEEDINGS

WEST CAMERON PORT HARBOR & TERMINAL DISTRICT

November 27, 2012

The West Cameron Port Harbor & Terminal District met in regular session on Tuesday, November 27, 2012 at the Hackberry Community Center, Hackberry, Louisiana at 6:00 o'clock PM.

Present: Cliff Cabell, Howard Romero, Ricky Poole, Jimmy Brown, Ernest Carol Trahan, Timothy Dupont, Dwight Savoie

Absent: Wendell Wilkerson, Ruben Doxey

Guest: David Minton-Lonnie Harper, Ralph Libersat-Royal, Daniel Belhumeur-Cheniere Energy, Dana Gavrila-Cheniere Energy, John LeBlanc-Lake Charles Port, Tom Barrett-DA's Office

Parish Agencies: Tunie Dunaway, Cameron Parish Police Jury, Stephen Broussard. Port Director Mr. Anthony Hicks, Police Juror District #2

The meeting was called to order by Chairman Cliff Cabell.

Dwight Savoie led the Pledge of Allegiance and Jimmy Brown gave the invocation.

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board approved the October 30, 2012 regular meeting minutes.

On the motion of Mr. Dupont seconded by Mr. Brown and carried the board approved the Treasurer's Report.

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board approved payment of the following bills: Cameron Telephone- $81.41-November, 2012, phone bill, Cornellia B. Dunaway- -$100.00-November, 2012, Travel Expense, Cameron Telephone-$188.34- November, 2012, phone bill, Stephen Broussard-$6666.67-November 2012, Contract Labor, AT & T Mobility-$152.44, cell phone bill, Iberia Bank Visa-$123.11,-November 2012, lodging, WEX Bank/ Wright Express-$694.68-November 2012, fuel, Haynie & Associates-$5,000.00, November/December, 2012, professional fees, Xerox-$475.02-November 2012, copier maint, Cameron Parish Police Jury-$608.32, 2012 vehicle insurance.

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The port board reviewed the following correspondences: (1) A resolution and letter from Lake Charles Port in support of the Foreign Trade Zone; (2) A letter from Chamber Southwest regarding advance tickets sales for the Annual Banquet; (3)A memo from T. Baker Smith regarding the Port Feasibility Workshop being held November 29, 2012 at the Cameron Multipurpose Building at 6:00 P.M., (4) a letter from the Legislative Auditor reminding the port that the fiscal year ends December 31, 2012 and that the Financial Compilation/Audit is due June 30, 2013; (5)an email from Cheniere Energy regarding consulting fees.; (6) a letter from Deepwater Horizon notifying the port that they were not awarded a grant from the Gulf Tourism &Seafood Promotional Fund at this time; and (7) a letter & disbursement report from Ron Johnson Sheriff & Tax Collector for the years 1994-2000 for taxes in protest, a general statement for the years 2001-2006 and a separate distribution report for the years 2007-2011.

Mr. Stephen Broussard, Port Director gave a general report on his attendance of the workshop sponsored by the Department of Agriculture, Police Jury and Lake Charles Port Meetings, participation at McNeese

Economic Day, worked with T. Baker Smith on Port Feasibility Study, ongoing work with the Henry's, Cameron Fisheries, TDC, worked on budget, corresponded with Winnrock International on plan of work for the Entrepreneur Grant, and surveyed businesses on their service and supply chain. He informed the board the target date for the bid opening for Cameron Fisheries is March, 2013.

The board discussed advance tickets for Chamber Banquet.

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board agreed to secure an eight seat table for $520.00.

Mr. Barrett requested the board add Ernest &Young Engagement Letter and the Cooperative Endeavor Agreement between West Cameron Port and Sabine Pass Liquefaction, LLC, a subsidiary of Cheniere Energy to the Agenda for the President's authority to sign.

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board agreed to add the Ernest & Young Engagement Letter and the Cooperative Endeavor Agreement between West Cameron Port and Sabine Pass Liquefaction, LLC a subsidiary of Cheniere Energy to the Agenda.

On the motion of Mr. Savoie, seconded by Mr. Romero and carried the board agreed to give the President authority to sign Ernest & Young's letter of Engagement and the Cooperative Endeavor Agreement between West Cameron Port and Sabine Pass Liquefaction, LLC, a subsidiary of Cheniere Energy. (ExhibitA&B)

Mr. David Minton requested the board to survey the Calcasieu Loop and East Fork before the Beach Nourishment Project begins which is scheduled for February or March, 2013. The board requested a new price proposal for the survey from Mr. Minton. Discussion followed.

Mr. Libersat with Royal Engineering updated the board on the T. Baker Smith Port Feasibility Workshop being held November 29, 2012 at 6:00 P.M. at the Cameron Multipurpose Building, Cameron, Louisiana.

Mr. John LeBlanc asked Mr. Stephen Broussard to contact Mr. Bill Rase for input with TDC and discussed the well containment project.

Under New Business the board discussed the amended 2012 budget and the 2013 budget.

On the motion of Mr. Romero, seconded by Mr. Trahan and carried the board approved the Amended 2012 Budget.

On the motion of Mr. Romero, seconded by Mr. Brown and carried the board approved the 2013 Budget.

On the motion of Mr. Romero, seconded by Mr. Dupont and carried the board approved the normal December, 2012 bills for payment since they will not meet again until January, 2013.

The next regular meeting will be scheduled for January 29, 2013 at 6:00 P.M. at the Holly Beach Fire Station, Holly Beach, and Louisiana.

There being no further business and upon motion of Mr. Poole seconded by Mr. Trahan and carried, the meeting was declared adjourned.

APPROVED:

Cliff Cabell

Cliff Cabell, Chairman
WEST CAMERON PORT HARBOR & TERMINAL DIST.

ATTEST:

Wendell Wilkerson

Wendell Wilkerson, Secretary

"EXHIBIT A"

Ernst & Young LLP
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Fax: 713.750.1501
www.ey.com

Mr. Clifton Cabell
President, West Cameron Port Commission
PO BOX 366
Cameron, LA 70563

November 30, 2012

Dear Mr. Cabell:

Thank you for choosing Ernst & Young LLP ("we" or "EY") to perform professional services (the "Services") for the West Cameron Port Commission ("you" or "Client"). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this "Agreement"). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Michael Leightman at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Michael Leightman so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

Ernst & Young LLP

AGREED:

WEST CAMERON PORT COMMISSION

ERNST & YOUNG

By: Clifton Cabell

Mr. Clifton Cabell, President

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants ("**AICPA**").

2. We are a member of the global network of Ernst & Young firms ("**EY Firms**"), each of which is a separate legal entity.

3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.

4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.

5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.

7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.

8. To the best of your knowledge, all information provided by you or on your behalf ("**Client Information**") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.

9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("**Reports**"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).

12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:

    (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,

    (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),

    (c) to other persons (including your affiliates) with our prior written consent, or

    (d) to the extent it contains Tax Advice, as set forth in Section 13.

    If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("**Tax Advice**"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.

14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of

which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.

18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.

19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("**EY Persons**"). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("**Materials**") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Confidentiality

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

    (a) is or becomes public other than through a breach of this Agreement,

    (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,

    (c) was known to the recipient at the time of disclosure or is thereafter created independently,

    (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or

    (e) must be disclosed under applicable law, legal process or professional regulations.

24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of

Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the European Union Safe Harbor program of the U.S. Department of Commerce, in which EY participates. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data. You will not provide us with copies of any Restricted Personal Data, except in response to our specific request for that data and in accordance with mutually agreed protective measures. To the extent that Restricted Personal Data is present in Client Information that you would otherwise provide to us, you will make such information available only for on-site review on your premises pending mutual agreement on additional protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.

30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.

31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).

34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.

36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of Louisiana applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix 1 to these Terms and Conditions.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.

39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.

40. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.

41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.

42. Neither of us may assign any of our rights, obligations or claims under this Agreement.

43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.

45. Neither of us may use or reference the other's name, logo or trademarks publically without the other's prior written consent, although we may publically identify you as a client in connection with specific Services or generally.

46. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time, an affiliate of ours, providing Services as a subcontractor to us, may bill you directly for fees incurred for work outside the US, in local currency or otherwise.

Appendix 1

Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

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Statement of Work

This Statement of Work, which is effective as of November 30, 2012 (this "SOW"), is made by Ernst & Young LLP ("we" or "EY") and the West Cameron Port Commission ("you" or "Client"), pursuant to the Agreement, dated November 30, 2012 (the "Agreement"), between EY and the West Cameron Port Commission.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the tax advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to you.

Scope of Services

We will provide the following customs tax advisory Services to you:

- Assisting Client in applying for and establishing Foreign Trade Zone ("FTZ") designation for Cameron Parish; defining service area, determining potential FTZ sites, preparing and submitting the application to the FTZ Board, stewarding the application through the interagency review process, monitoring any comments filed, etc.

- Assisting Client in establishing the operational procedures necessary for operating the FTZ upon approval from the FTZ Board:
  - Developing a grantee-operator agreement framework for future FTZ operators/users;
  - Establishing a user fee schedule in accordance with the uniform treatment requirements and common practices from other grantees within the FTZ program;
  - Drafting the key policies and procedures necessary for grantee zone oversight, such as user supervision procedures (e.g., checklist), annual review procedures, necessary communications with US Customs and Border Protection (CBP), procedures for managing any zone boundary alterations, etc.

Your obligations

We draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, and your representation, as of the date hereof, under paragraph 26 thereof. You have obtained the prior approval of your Audit Committee for these Services, as applicable.

You will not, and you will not permit others to, quote or refer to any Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this SOW.

Additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. We will not conduct a review to detect fraud or illegal acts.

You should be aware that the Internal Revenue Code imposes a penalty on an underpayment of tax attributable to any disallowance of claimed tax benefits because a transaction entered into after March 30, 2010, lacks "economic substance." The penalty rate is 20 percent if the transaction is adequately disclosed to the IRS, with the penalty rate increased to 40 percent if the transaction is not adequately disclosed in the relevant tax return or attachment to that return. As the penalty is one of strict liability, a taxpayer cannot show reasonable cause for the avoidance of the economic substance penalty by establishing reliance on the tax advice of a qualified advisor. Accordingly, our Tax Advice cannot provide any assurance that the claimed tax benefits of a transaction entered into after March 30, 2010, would not be subject to disallowance by reason of a determination by the IRS or the courts that a transaction lacks economic substance or fails to meet the requirements of any similar rule of law, nor can Tax Advice that we provide be relied upon to protect against applicable penalties that may be asserted if it is determined that the transaction lacked economic substance where otherwise required.

If we receive a request from a third party for any information relating to our Tax Advice, we will notify you and will not release any such information unless you have executed an appropriate written consent authorizing such disclosure and the third party has executed a nonreliance and release letter acceptable to us in form and substance.

Contacts

You have identified Stephen Broussard, Port Director of the West Cameron Port Commission, as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be Michael Leightman.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally.

You shall pay fees for the Services based on the time that our professionals spend performing them, billed at the discounted hourly rate for each such individual as adjusted annually while the Services under this SOW are being performed.

Fees for the services outlined in this SOW are estimated to be between $55,000 and $75,000. If fees incurred are expected to exceed $75,000, we will notify you in advance, and obtain approval prior to commencing any additional work.

You shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by you.

Thanks again for your selection of our firm.

Ernst & Young LLP

WEST CAMERON PORT COMMISSION

By: Clifton Cabell

Mr. Clifton Cabell
President

Date: 12-18-12

"EXHIBIT B"

FILED AND RECORDED
CAMERON PARISH, LA.
2012 DEC 12 AM 8 4
CLERK OF COURT
& RECORDER
FILE #327984
Conveyance

COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA

PARISH OF CAMERON

This COOPERATIVE ENDEAVOR AGREEMENT ("Agreement") is hereby entered into as of the 27th day of November, 2012, by, between and among:

WEST CAMERON PORT COMMISSION, State of Louisiana, herein represented by its President;

and

SABINE PASS LIQUEFACTION, LLC ("Sabine Liquefaction").

RECITALS:

Liquefaction Facility:

WHEREAS, Sabine Liquefaction, an indirect subsidiary of Cheniere Partners, intends to construct the Sabine Liquefaction Facility in Ward 5 of Cameron Parish;

WHEREAS, on May 14, 2012, CEI, Cheniere Partners and Blackstone CQP Holdco L.P. entered into the Unit Purchase Agreement;

WHEREAS, on August 9, 2012, Sabine Liquefaction issued to Bechtel full notice to proceed construction of Train 1 and Train 2 of the Sabine Liquefaction Facility;

WHEREAS, Bechtel has commenced construction of Train 1 and Train 2 of the Sabine Liquefaction Facility, with commercial liquefaction operations expected to commence in 2015 with respect to Train 1;

Foreign Trade Zone ("FTZ"):

WHEREAS, under Section 6.03(b) of the Unit Purchase Agreement, CEI and Cheniere Partners shall use commercially reasonable efforts to secure a FTZ designation for the Sabine Liquefaction Facility;

WHEREAS, Federal law, referred to as The Foreign Trade Zones Act, 19 U.S.C. Sections 81a through 81u, authorizes the establishment and operation of FTZs to encourage and stimulate foreign commerce and economic development for the United States;

WHEREAS, the West Cameron Port Commission shall apply for a grant of authority to establish a new general purpose FTZ at the Port of West Cameron, which will encompass the Sabine Terminal;

WHEREAS, the creation and establishment of a FTZ at the Port of West Cameron would benefit Cameron Parish and would stimulate economic development, employment and international trade in Cameron Parish;

WHEREAS, in consideration of the cooperation, mutual assistance and support to be provided by Cameron Parish with respect to Cheniere Partners and its affiliates securing the FTZ designation for the Sabine Terminal, Sabine Liquefaction agrees to make payments on behalf of the West Cameron Port Commission to the consultant under Article 3.2 of this Agreement;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

DEFINITIONS:

The words and expressions below shall, unless the context otherwise requires, have the meanings respectively assigned to them:

"2012 Cameron Parish Police Jury and Cameron Parish Assessor CEA Agreement" means the CEA Agreement signed by the Cameron Parish Police Jury and the Cameron Parish Assessor in November 2012 which provides that Sabine Liquefaction will pay the Cameron Parish Police Jury, on behalf of the Cameron Parish taxing jurisdictions, an annual payment not to exceed $2 million, in exchange for the Cameron Parish Police Jury and the Cameron Parish Assessor's support in securing an FTZ site designation for the Sabine Terminal;

"Bechtel" means Bechtel Oil, Gas and Chemicals, Inc., a Delaware corporation, having an address at 3000 Post Oak Boulevard, Houston, Texas 77056, which will provide services for the engineering, procurement and construction of the Sabine Liquefaction Facility;

"Cameron Parish" is a political subdivision of the State of Louisiana and is governed by the Cameron Parish Police Jury;

"CEI" means Cheniere Energy, Inc., a Delaware corporation based in Houston, Texas;

"Cheniere Partners" means Cheniere Energy Partners, L.P., a Delaware limited partnership based in Houston, Texas;

"Effective Date" means the date of this Agreement;

"FTZ" means Foreign Trade Zone, which is defined as a zone or sub-zone established under the provisions of the Foreign Trade Zones Act and regulations thereunder;

"FTZ Activation Effective Date" means the date that U.S. Customs and Border Protection agency grants activation of the general purpose FTZ and the Sabine Terminal FTZ;

"Party" or "Parties" means West Cameron Port Commission and Sabine Liquefaction;

"Sabine Liquefaction" means Sabine Pass Liquefaction, LLC, a Delaware limited liability company;

"Sabine Liquefaction Facility" means the facilities that Sabine Liquefaction is developing and intends to construct, own and operate adjacent to, or at the same location as the existing SPLNG LNG Receiving Terminal, including the four liquefaction Trains and associated facilities, the gas pretreatment and processing facilities, and all other related facilities located at the Sabine Liquefaction Facility;

"Sabine LNG" means Sabine Pass LNG, L.P., a Delaware limited partnership and an indirect subsidiary of Cheniere Partners;

"Sabine Terminal" means (i) the SPLNG LNG Receiving Terminal and (ii) the Sabine Liquefaction Facility;

"SPLNG LNG Receiving Terminal" means the existing LNG receiving and regasification terminal in Cameron Parish, Louisiana owned by Sabine LNG, including storage tanks, utilities, jetties, berthing and marine facilities, and all other related facilities;

"Train" means an LNG production train located at the Sabine Liquefaction Facility;

"Unit Purchase Agreement" means an agreement by CEI, Cheniere Partners and Blackstone CQP Holdco L.P. for the sale of Cheniere Partners' limited partnership interests to CQP Holdco L.P. in exchange for $1.5 billion, dated May 14, 2012.

ARTICLE I.

PARTIES TO AGREEMENT

The Parties to this Agreement are the West Cameron Port Commission and Sabine Liquefaction.

ARTICLE II.

TERM OF AGREEMENT

2.1 This Agreement shall commence on the Effective Date, *provided*, however, this Agreement shall not become effective and shall be considered null and void, unless the Cameron Parish Police Jury and the Cameron Parish Assessor execute the 2012 Cameron Parish Police Jury and Cameron Parish Assessor CEA Agreement with Sabine Liquefaction.

2.2 This Agreement shall terminate on the FTZ Activation Effective Date.

ARTICLE III.

COOPERATION, SUPPORT AND ASSISTANCE

3.1 Sabine Liquefaction and the West Cameron Port Commission hereby agree to cooperate with the development, preparation and filing of the West Cameron Port Commission's general purpose FTZ application.

3.2 The West Cameron Port Commission agrees to engage a consultant of Sabine Liquefaction's recommendation to assist in the development, preparation and filing of the new general purpose FTZ application and the development of the West Cameron Port Commission's FTZ user agreement, provided that Sabine Liquefaction is provided a copy of all confidential and, or, propriety reports and information provided by the West Cameron Port Commission to the consultant as it relates to the development, preparation and filing of the new general purpose FTZ application and the development of the West Cameron Port Commission's FTZ user agreement, provided that Sabine Liquefaction pays the consultant's fees and expenses related to the development, preparation and filing of the new general purpose FTZ application and the development of the West Cameron Port Commission's FTZ user agreement.

3.3 The West Cameron Port Commission shall use commercially reasonable efforts to ensure that the total consultant's fees and expenses paid by Sabine Liquefaction pursuant to Article 3.2 shall not exceed $300,000 during the term of this Agreement.

3.4 The West Cameron Port Commission agrees to provide Sabine Liquefaction a copy of the invoices it receives from the consultant, and, subject to Article 3.2, Sabine Liquefaction agrees to timely pay the invoices to the consultant on behalf of the West Cameron Port Commission.

3.5 The West Cameron Port Commission agrees to provide all reasonable efforts to assist the consultant in preparing the general purpose FTZ application and filing the general purpose FTZ application by January 31, 2013, *provided*, however, that the Sabine Terminal executes an FTZ user agreement which includes annual fees and covenants owed to each party prior to the filing of the West Cameron Port Commission general purpose FTZ application.

3.6 The West Cameron Port Commission agrees to include in its application for a general purpose FTZ the Port of West Cameron and the Sabine Terminal as the only two FTZ sites, *provided*, however, that it may obtain letters of interest from any other entity or entities to submit with the application. The West Cameron Port Commission may request or file an application for additional FTZ sites on behalf of other entities at any time after the FTZ Activation Effective Date.

3.7 Sabine Liquefaction shall have the authority to review, provide comments and approve the final general purpose FTZ application before the West Cameron Port Commission submits the application to the FTZ board (as defined in Federal Trade Zone Statute, 19 U.S.C. Section 81a which has the right to grant the authority for such FTZ application in accordance with 19 U.S.C. Section 81g and FTZ Regulations, 15 C.F.R. Sections 400.21 *et* seq.).

3.8 The West Cameron Port Commission agrees to submit a concurrence letter to the U.S. Customs and Border Protection agency in support of activation of the general purpose FTZ and the Sabine Terminal FTZ site immediately after the FTZ board has granted such FTZ designations.

ARTICLE IV.

COOPERATIVE ENDEAVOR AGREEMENT

This Agreement is hereby designated a cooperative endeavor, as permitted by Section 9031 of Title 33 of the Louisiana Revised Statutes of 1950, as amended. The validity of this Agreement is subject to all federal, state and local laws.

ARTICLE V.

BREACH OF AGREEMENT

If any Party breaches this Agreement, the non-breaching Party shall be entitled to seek equitable relief, including injunctive relief, damages or any other relief available under Louisiana law.

ARTICLE VI.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana without giving effect to principles thereto relating to conflicts of law or any rules that would apply the laws of another jurisdiction.

ARTICLE VII.

BINDING EFFECT

This Agreement shall extend to and be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

ARTICLE VIII.

ENTIRE AGREEMENT

This Agreement supersedes any prior understanding or oral agreements between and among the Parties with respect to the subject matter hereof and constitutes the entire understanding and agreement between and among such Parties with respect to the subject matter hereof.

ARTICLE IX.

AMENDMENTS AND MODIFICATIONS

This Agreement may be amended or modified only by the unanimous written consent of all the Parties.

ARTICLE X.

FURTHER COOPERATION

The Parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.

ARTICLE XI.

SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any Party, shall to any extent be held invalid or unenforceable, then such invalidity or unenforceability shall not affect any other term or provision of this Agreement, and the Parties agree that the provisions of this Agreement are and shall be severable.

ARTICLE XII.

NOTICES

All notices permitted or required under this Agreement shall be given in writing via certified mail, return receipt requested, to the applicable Party as follows:

To The West Cameron Port Commission:

Mr. Clifton Cabell, President
The West Cameron Port Commission
PO Box 1271
Cameron, Louisiana 70631

To Sabine Pass Liquefaction, LLC:

Mr. Keith Teague, President
Sabine Pass Liquefaction, LLC
700 Milam Street, Suite 800
Houston, Texas 77002

ARTICLE XIII.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a Party hereto, or a copy of a counterpart signed by a Party hereto, will be regarded as an original signed by such Party for purposes hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, in duplicate originals on the date and year written above.

WITNESSES:

WEST CAMERON PORT COMMISSION
STATE OF LOUISIANA

By: _____
Clifton Cabell, President

WITNESSES:

SABINE PASS LIQUEFACTION, LLC

By: _____
Keith Teague, President