

THE SHARKS

Sabine Pass Independent School District
P O Box 1148
Sabine Pass, Texas 77655

- Please call to confirm receipt
- Please respond by return fax
- Call only if incomplete

Date: 10 30 06

To: Kevin O'Hanlon

Fax number: 512-494-9919

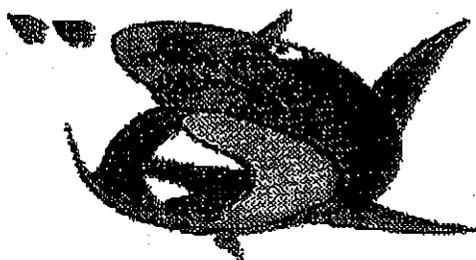
From: Mack Nash

Phone: (409) 971-2321

Fax: (409) 971-2120

of pages including cover page: 4

Transmission time: 8:20 Am



Assignment Agreement for
your review. Received certified
Mail on 10 27 06

M. Nash

Golden Pass LNG

SABINE PASS, TEXAS

Golden Pass LNG Terminal LLC
PO Box 4876
Houston, Texas 77060

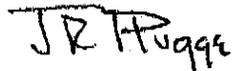
October 23, 2006

Superintendent
Sabine Pass Independent School District
P. O. Box 1148
Sabine Pass, TX 77655-1148

Dear Sirs:

Pursuant to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, between Sabine Pass Independent School District and Golden Pass LNG LLC, dated March 31, 2006, this is to inform you that Golden Pass LNG LLC has executed an Assignment Agreement assigning, transferring and conveying any and all of its rights, privileges, benefits, obligations and liabilities under the above mentioned agreement to Golden Pass LNG Terminal LLC (copy attached).

Regards,



John R. Plugge
President

Enclosure

ASSIGNMENT AGREEMENT

This Assignment Agreement, dated as of October 23, 2006 (this "Assignment"), is entered into by and among GOLDEN PASS LNG LLC. (the "Assignor"), and GOLDEN PASS LNG TERMINAL LLC (the "Assignee").

WITNESSETH;

WHEREAS, the Assignor has entered into an **AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** with the **SABINE PASS INDEPENDENT SCHOOL DISTRICT ON OR ABOUT MARCH 31, 2006 (THE "AGREEMENT")**;

WHEREAS, the Assignor and Assignee are Affiliates of each other as that term is defined in Section 1.3 of the AGREEMENT;

WHEREAS, the Assignor desires to assign, transfer and convey any and all of its rights, privileges, benefits, obligations and liabilities under the Agreement per Section 8.5 to the Assignee;

WHEREAS, the Assignee desires to acquire any and all rights, privileges, benefits, obligations and liabilities under the Agreement from the Assignor.

NOW, THEREFORE, the undersigned, in consideration of the premises, covenants and agreements contained herein, do hereby agree as follows:

1. **Assignment.** For value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Assignment by the parties hereto, the Assignor does hereby assign, transfer and convey any and all rights, privileges, benefits, obligations and liabilities under the Agreement to the Assignee.
2. **Future Cooperation.** Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment.
3. **Binding Effect.** This Assignment shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and assigns.
4. **Execution in Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
5. **Governing Law.** This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Texas, all rights and remedies being governed by such laws.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, to be duly executed as of the day and year first above written.

GOLDEN PASS LNG LLC

By: JP Plugge
John Plugge
President

GOLDEN PASS LNG TERMINAL LLC

By: JP Plugge
John Plugge
President