

MITIGATION SITE AGREEMENT

THIS MITIGATION SITE AGREEMENT (this "Agreement") is entered into as of this 8th day of June, 2009, by and between JORDAN COVE ENERGY PROJECT LIMITED PARTNERSHIP, a Delaware limited partnership ("JCEP"), and OREGON INTERNATIONAL PORT OF COOS BAY, a municipal corporation of the State of Oregon (the "Port").

RECITALS

A. JCEP has entered into that certain Amended and Restated Option Agreement dated as of April 2, 2009 (the "Option Agreement"), by and among JCEP, Joanne Culp and Gertrude Wickett as trustees of the Gertrude E. and Wallace Wickett Trust created by trust instrument dated October 18, 1984 (the "GWW Trust Trustees"), and Joanne Culp and Gertrude Wickett as trustees of the Gertrude Wickett Trust created by trust instrument dated November 14, 1996 (the "GW Trustees"). The GWW Trustees and the GW Trustees are sometimes referred to herein collectively as the "Seller." Pursuant to the terms of the Option Agreement, Seller has granted to JCEP an option to purchase all or some portion of a parcel of land commonly known as the Kentuck Golf Course located in Coos County, Oregon (the "Property"). A copy of the Option Agreement, with certain confidential terms redacted, is attached hereto as Exhibit A.

B. In the event the option to purchase the Property set forth in the Option Agreement (the "Option") is exercised, it is intended that the Property, or a portion thereof, will be developed for use as mitigation for impacts to (i) wetlands and other waters of the State of Oregon and the United States and (ii) wildlife habitats (collectively, "Mitigation"). The work of constructing, monitoring, and maintaining the Mitigation is sometimes referred to herein as the "Mitigation Work."

C. Under the Option Agreement, JCEP has the right, at its election, to acquire less than the entire Property. The portion of the Property that JCEP elects to acquire is sometimes referred to herein as the "Mitigation Site."

D. It is the parties' intention that, subject to the terms and conditions hereof, JCEP will pay the cost of acquiring the Mitigation Site and of doing the Mitigation Work.

E. The Mitigation Site is intended, in part, to provide Mitigation for impacts resulting from the Port's Gateway Marine Terminal project (the "Terminal Project"). The Terminal Project is intended, among other things, to provide a berth for vessels delivering liquefied natural gas to JCEP's proposed regasification facility (the "LNG Facility"). Any remaining credit for the Mitigation Work at the Mitigation Site is intended to be used by the Port as advance Mitigation for future Port projects.

F. To the extent the Port uses the Mitigation Site as Mitigation for projects other than the Terminal Project, it is intended the Port will reimburse JCEP for a proportionate

share of the costs of (i) acquiring the Mitigation Site, (ii) doing the Mitigation Work, and (iii) obtaining the local approvals needed for acquisition and use of the Mitigation Site.

G. The Port and JCEP, therefore, desire to enter into this Agreement to govern the relationship of the parties with respect to the Mitigation Site and the Mitigation Work.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Port and JCEP agree as follows:

ARTICLE 1: TITLE TO PROPERTY

JCEP hereby agrees that, subject to all of the terms and conditions of this Agreement and the Option Agreement, if JCEP exercises the Option, it will cause (a) fee title to the Mitigation Site to be vested in the Port and (b) any title policy that is to be issued in connection with purchase of the Mitigation Site to be issued in the Port's name.

ARTICLE 2: DOCUMENTS AND ACCESS

2.1 JCEP's Delivery of Documents

JCEP shall provide to the Port copies of all documents, surveys, title commitments, reports (including environmental and geotechnical), notices, correspondence and other documents in JCEP's possession concerning the Property promptly following JCEP's receipt or development thereof ("Property Information"). The Property Information shall include, without limitation, copies of notices, correspondence and documents with respect to title and survey matters given by or on behalf of either JCEP or Seller pursuant to the Option Agreement.

2.2 Right of Access

During the term of the Option Agreement and subject to (i) JCEP's prior written consent, which consent shall not be unreasonably withheld or delayed and (ii) any consent of Seller required under the terms of the Option Agreement, the Port and its agents shall have the right to enter upon the Mitigation Site for the purpose of inspecting same, subject to the same limitations and conditions as are set forth in the Option Agreement.

ARTICLE 3: ACQUISITION OF PROPERTY

JCEP shall have sole and absolute discretion whether and when to exercise the Option and to determine how much of the Property will be acquired. Following exercise of the Option, JCEP shall continue to be responsible for performance under the Option Agreement but shall ensure that any deed delivered at closing shall be in the name of the Port, subject to the easements and other requirements of the Option Agreement but not any monetary encumbrance or other "material defect" in title. As used in the preceding sentence, the phrase "material defect" shall mean any defect in title that renders the Property

unmarketable. Notwithstanding the foregoing, JCEP shall have no liability to the Port if JCEP defaults under the Option Agreement, whether prior to or after exercise of the Option, except that JCEP shall indemnify, defend, and hold the Port harmless from any claim, suit, or cause of action to the extent any party alleges that the Port has assumed or is liable for any indemnity obligation of JCEP under the Option Agreement (the Port is expressly not assuming any such indemnity obligation hereunder).

3.2 Default Under Option Agreement

If the Seller defaults under the Option Agreement, JCEP shall be entitled to pursue any or all remedies that it elects in its sole discretion, including without limitation the right to terminate the Option Agreement and seek recovery of any Option Money Payments. In such event, JCEP shall not be required to deliver a Termination Notice (as defined in Section 5.4.1 below).

ARTICLE 4: LAND USE APPLICATIONS

4.1 Assignment of Right to File Applications

JCEP hereby assigns to the Port JCEP's right under to the Option Agreement to file, and pursue approval of, applications with (a) the U.S. Army Corps of Engineers and the Oregon Department of State Lands for use of the Mitigation Site as a site for Mitigation (the "Mitigation Permits"), and (b) any applicable local government for (i) rezoning of the Property to one or more zoning designations of JCEP's selection, (ii) use of the Mitigation Site as a site for Mitigation, and (iii) partitioning of the Mitigation Site from any portion of the Property not being acquired from Seller.

4.2 Agreement to File Applications

The Port shall file, and reasonably pursue approval of, applications to Coos County for (i) rezoning of the Property to one or more zoning designations of JCEP's selection, (ii) use of the Mitigation Site (other than that portion that is currently zoned as forest land) as a mitigation site, and (iii) partitioning of the Mitigation Site from any portion of the Property not being acquired from Seller (collectively, the "Land Use Applications"). The preparation, filing, and pursuit of the Land Use Applications shall be at JCEP's sole cost and expense. JCEP shall reimburse the Port, or pay directly to the Port's consultants, contractors, attorneys, and agents, all out of pocket costs incurred in connection with the Land Use Applications (the "Land Use Costs"). If JCEP is reimbursing to the Port all or some portion of the Land Use Costs, it shall reimburse such amounts within thirty (30) days following receipt of an invoice setting forth with particularity the reasonable costs incurred. Any amounts not timely paid shall, in addition to any other rights or remedies of the Port hereunder, earn interest at the rate of twelve percent (12%) per annum. Notwithstanding that the Land Use Applications shall be filed in the Port's name, JCEP shall have the authority to reasonably direct, and determine the strategy for, the pursuit of the Land Use Applications provided it keeps the Port reasonably informed of the status of the Land Use Applications

and allows the Port to provide input into the strategy for pursuit of the Land Use Applications.

ARTICLE 5: MITIGATION SITE OBLIGATIONS

5.1 Construction, monitoring, and maintenance of Mitigation Site

Except as otherwise expressly provided hereunder, JCEP shall perform the Mitigation Work, at its sole cost and expense, in compliance with the Mitigation Permits and any conditions of approval on the Land Use Applications. If JCEP is in Default of its obligations in the preceding sentence, in addition to any other rights or remedies that the Port may have hereunder, the Port shall be entitled to enter the Mitigation Site, perform such work, and charge JCEP for (i) the cost of such work and (ii) any fines or penalties incurred by the Port as a result of JCEP's non-performance plus interest at the rate of twelve percent (12%) per annum, which interest shall begin accruing ten (10) days after JCEP receives a written invoice from the Port setting forth with reasonable particularity the costs, fines, and penalties incurred by the Port.

5.2 Easement to Enter the Property

At closing, the Port shall grant to JCEP a temporary exclusive (subject to the Port's right to enter the Property set forth in Section 5.1 above) easement over the Mitigation Site for the purpose of performing its obligations under Section 5.1 above. The easement agreement shall be prepared by JCEP and shall be in form and substance reasonably acceptable to the Port.

5.3 Mitigation Credits

Subject to Section 5.4 below, the Mitigation Site shall first be used to provide Mitigation for the Terminal Project. The Port shall not be entitled to use the Mitigation Site as Mitigation for any other project prior to issuance of the Mitigation Permits and the permanent commitment to the Terminal Project of sufficient Mitigation for all impacts arising from the Terminal Project, except to the extent the U.S. Army Corps of Engineers or the Oregon Department of States Lands requires that such Mitigation occur at a site other than the Mitigation Site (e.g. eel grass bed mitigation). To the extent credit for Mitigation remains available from the Mitigation Site after such commitment to the Terminal Project, the Port shall have the sole right to use such credit as "advance mitigation" for other Port projects and neither JCEP nor any other party shall have the right to use any such Mitigation credit. Notwithstanding the foregoing, the Port shall not be entitled to use any such Mitigation credit unless it pays to JCEP the sum of \$80,000 per acre of Mitigation that it uses (the "Mitigation Fee"). The Mitigation Fee represents the parties' reasonable estimation of the cost per acre of (i) acquiring the Mitigation Site, (ii) filing and obtaining approval of the Land Use Applications, and (iii) performing the Mitigation Work. However, in the event such cost is greater or less than such estimate, the Mitigation Fee shall not be adjusted. No Mitigation Fee shall be owed on account of the Terminal Project. The Mitigation Fee shall

be pro-rated with respect to any fraction of an acre of Mitigation. The Mitigation Fee shall be due and payable to JCEP within five (5) days following the issuance of the permits or approvals for which the Port is using the applicable Mitigation. Notwithstanding anything to the contrary herein, JCEP may elect, in its sole discretion, to perform the Mitigation Work on only that portion of the Property necessary for Mitigation for impacts resulting from the Terminal Project and not on the remainder of the Property. In such event, the Mitigation Fee shall be reduced to \$50,000 per acre of Mitigation for any portion of the Mitigation Site upon which Mitigation Work has not been performed by JCEP. Such reduction shall not, however, apply in any other circumstance including, without limitation, project cancellation pursuant to Section 5.4 below.

5.4 Project Cancellation

5.4.1 Prior to Closing on the Mitigation Site

In the event JCEP desires to not move forward with acquisition of the Mitigation Site and the Option Agreement is then in full force and effect, it shall provide written notice to the Port of same along with an unredacted version of the Option Agreement (a "Termination Notice"). The Port shall have fifteen (15) days following receipt of a Termination Notice to provide written notice of its election to assume the entire Option Agreement. If the Port does not timely provide such notice, then JCEP shall be entitled to terminate or assign the Option Agreement without any further obligation or liability to the Port. If the Port timely provides such notice, JCEP shall enter into an agreement with the Port pursuant to which JCEP will assign all of its right, title, and interest in and to the Option Agreement to the Port, including its interest in any Option Money Payments (as defined in the Option Agreement) made up to the date of such notice, and the Port shall assume all of JCEP's rights and obligations under the Option Agreement and indemnify JCEP from any matter arising after the date of such assumption. JCEP shall not be required to make any representations or warranties to the Port in connection with any such assignment except for a representation that the assignment has been duly authorized by all necessary action of JCEP. JCEP shall, however, have no liability to the Port if the Option expires or JCEP defaults under the Option Agreement prior to the completion of such assignment provided JCEP uses commercially reasonable efforts to not default, not including the payment of any money or the filing of any suit or action. If, following such an assignment to the Port, Mitigation Work is performed at the Mitigation Site, then the Port shall pay to JCEP the Mitigation Fee up to an amount equal to any Option Money Payments (as defined in the Option Agreement) made by JCEP (the "Option Money Amount"), which Mitigation Fee shall be payable on the first Mitigation credits used from the Mitigation Site (including credit used for the Terminal Project should the Port elect to proceed with it) until the total amount due is paid in full. The Mitigation Fee will be due and payable within five (5) days following the issuance of the permits or approvals for which the applicable Mitigation is used. The Port shall have no obligation to pay any Mitigation Fee in excess of the Option Money Amount. In the event the Port elects to assign the Option Agreement or "Sell" the Mitigation Site prior to the reimbursement to JCEP of the Option Money Amount through the payment of Mitigation Fees, the Port shall pay, or cause to be paid, to JCEP at closing of such sale an amount equal to any then unreimbursed portion of the Option Money Amount. As used in this Agreement, the term "Sell" shall mean with

respect to any transaction by the Port, in addition to any transfer of title to the Mitigation Site, to enter into any land sale contract, to enter into any lease of the Mitigation Site for a term in excess of five (5) years, and to grant of any easement over a material portion of the Mitigation Site (not including typical utility and right-of-way easements).

5.4.2 After Closing on the Mitigation Site but Prior to Commencement of Mitigation Work

As used in this Agreement, the term the “Mitigation Work Commencement Date” shall mean the date on which JCEP deploys either personnel or equipment at the Mitigation Site to grub and clear the existing trees and shrubs. Notwithstanding anything to the contrary herein, if after acquisition of the Mitigation Site by the Port but prior to the Mitigation Work Commencement Date, JCEP elects to not proceed with the LNG Facility, it shall provide written notice thereof to the Port and, upon providing such notice, JCEP shall have no further obligation to perform the Mitigation Work. Within thirty (30) days following receipt of such notice, the Port shall either (i) execute a statutory special warranty deed in favor of JCEP conveying the Mitigation Site to JCEP subject only to those encumbrances that were on title when the Port took title and those encumbrances caused by JCEP or consented to by JCEP or (ii) provide evidence reasonably satisfactory to JCEP that the Port has a Demonstrated Need for the Mitigation Site as Mitigation and a dedicated source of funds for the payment of the Mitigation Fees required pursuant to this Section 5.4.2, in which case the Port shall be entitled to keep title to the Mitigation Site. As used in this Agreement, a “Demonstrated Need” shall mean that there then exists a current project that in JCEP’s reasonable judgment is sufficiently close to commencement that payment of the Mitigation Fees required pursuant to Agreement is probable. If the Port elects to keep title to the Mitigation Site, the Port shall pay to JCEP the Mitigation Fees up to an amount equal to the Purchase Price (as defined in the Option Agreement) paid by JCEP on account of the Mitigation Site (the “Purchase Amount”), which Mitigation Fee shall be payable on the first Mitigation credits used from the Mitigation Site (including credit used for the Terminal Project should the Port elect to proceed with it) until the total amount due is paid in full. The Mitigation Fee will be due and payable within five (5) days following the issuance of the permits or approvals for which the applicable Mitigation is used. The Port shall have no obligation to pay any Mitigation Fee in excess of the Purchase Amount. In the event the Port elects to Sell the Mitigation Site prior to the reimbursement to JCEP of the Purchase Amount through the payment of Mitigation Fees, the Port shall pay, or cause to be paid, to JCEP at closing of such sale an amount equal to any then unreimbursed portion of the Purchase Amount.

5.4.3 After Mitigation Work Commencement Date but Prior to Terminal Mitigation Date

Notwithstanding anything to the contrary herein, if after the Mitigation Work Commencement Date but prior to the date on which the obligation under the Mitigation Permits to perform the Mitigation Work in connection with the Terminal Project arises (the “Terminal Mitigation Date”) JCEP elects to not proceed with the LNG Facility, it shall provide written notice thereof to the Port and, upon providing such notice, JCEP shall only be obligated to perform so much of the Mitigation Work as is required to close down the

project such that the Mitigation Work done to that date will not pose an unreasonable threat to the Mitigation Site, adjoining properties, or public infrastructure (the "Shut-Down Work"). Along with its notice to the Port, JCEP shall provide an invoice setting forth the out-of-pocket costs incurred in connection with the Shut-Down Work (the "Shut-Down Costs"). Within thirty (30) days following receipt of such notice, the Port shall either (i) execute a statutory special warranty deed in favor of JCEP conveying the Mitigation Site to JCEP subject only to those encumbrances that were on title when the Port took title and those encumbrances caused by JCEP or consented to by JCEP or (ii) provide evidence reasonably satisfactory to JCEP that the Port has a Demonstrated Need for the Mitigation Site and a dedicated source of funds for the payment of the Mitigation Fees required pursuant to this Section 5.4.3, in which case the Port shall be entitled to keep title to the Mitigation Site. If the Port elects to keep title to the Mitigation Site, the Port shall pay to JCEP the Mitigation Fee up to an amount equal to the Purchase Amount plus the Shut-Down Costs, which Mitigation Fees shall be payable on the first Mitigation credits used from the Mitigation Site (including credit used for the Terminal Project should the Port elect to proceed with it) until the total amount due is paid in full. The Mitigation Fee will be due and payable within five (5) days following the issuance of the permits or approvals for which the applicable Mitigation is used. The Port shall have no obligation to pay any Mitigation Fee in excess of the Purchase Amount plus the Shut-Down Costs. In the event the Port elects to Sell the Mitigation Site prior to the reimbursement to JCEP of the Purchase Amount plus the Shut-Down Costs through the payment of Mitigation Fees, the Port shall pay, or cause to be paid, to JCEP at closing of such sale an amount equal to any then unreimbursed portion of the Purchase Amount plus the Shut-Down Costs.

5.4.4 After the Terminal Mitigation Date

If after the Terminal Mitigation Date JCEP elects to not proceed with the LNG Facility, it shall provide written notice thereof to the Port. Upon the giving of such notice, the Port and JCEP agree to each use their commercially reasonable efforts to reduce the Mitigation requirements under the Mitigation Permits. To the extent Mitigation Work is still required following use of such commercially reasonable efforts, then JCEP shall be obligated to perform such Mitigation Work, except for the maintenance and monitoring components thereof. In such an event, (a) the Port shall permanently commit to the Terminal Project sufficient Mitigation for all impacts arising from the Terminal Project, (b) the Port shall have no obligation to pay a Mitigation Fee on account of the Mitigation for the Terminal Project, and (c) the Port shall be entitled to use the remainder of the Mitigation Site as Mitigation for other Port projects and the Mitigation Fee on account of any such Mitigation shall be reduced to \$70,000 on account of the shifting of the monitoring and maintenance costs to the Port.

5.5 Failure to Pay Mitigation Fee

In addition to any other remedies JCEP may have hereunder, in the event the Port does not timely pay the Mitigation Fee, the Mitigation Fee shall earn interest at the rate of twelve percent (12%) per annum from the date due until paid.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 JCEP's Representations and Warranties

JCEP represents and warrants to the Port that:

(a) A true, accurate and complete copy of the Option Agreement, and all exhibits thereto and all amendments thereto, if any, is attached hereto as Exhibit A.

(b) The persons signing the Option Agreement and this Agreement on behalf of JCEP are authorized to do so. Each of the Option Agreement and this Agreement have been properly authorized and executed and constitute the valid and binding obligations of JCEP, enforceable against JCEP in accordance with its terms.

6.2 The Port's Representation and Warranty

The Port represents and warrants to JCEP that the persons signing this Agreement on behalf of the Port are authorized to do so. This Agreement has been properly authorized and executed and constitutes the valid and binding obligation of the Port, enforceable against the Port in accordance with its terms.

ARTICLE 7: DEFAULT

Neither party shall be in "Default" hereunder (i) with respect to the payment of any money, unless it fails to pay an amount due within ten (10) days following receipt of written notice that such amount is past due and (ii) with respect to any other matter, if it cures such matter within thirty (30) days following receipt of written notice of non-compliance with this Agreement or, if such non-compliance cannot reasonably be cured within such thirty (30) day period, if it commences to cure the non-compliance within such thirty (30) day period and, thereafter, diligently pursues such cure to completion. If either party is in Default hereunder, the other party shall be entitled to such remedies as are expressly provided hereunder and such other remedies for the other's Default as may be available at law and in equity, including, without limitation, the remedy of specific performance, which the parties agree was bargained for because of the unique nature of the rights to be transferred hereunder and the difficulty of compensating the parties with damages.

ARTICLE 8: MISCELLANEOUS

8.1 Parties Bound

Neither party may assign this Agreement without the prior written consent of the other, which consent may be withheld at the other party's sole discretion except that JCEP shall be entitled to assign its interest in this Agreement to an entity controlled by, controlling or under common control with JCEP. Any such assignment in violation of this section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

8.2 Headings

The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

8.3 Invalidity and Waiver

If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

8.4 Governing Law

This Agreement and said other instruments shall, in all respects, be governed, construed, applied, and enforced in accordance with Oregon law.

8.5 Entirety and Amendments

This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by all of the parties hereto.

8.6 Time

Time is of the essence in the performance of this Agreement.

8.7 Confidentiality

Except for the disclosure of this Agreement and its terms to Seller, to the respective counsel and consultants for each party, and as may otherwise be required by law, or as the parties may agree in writing, JCEP and the Port shall keep strictly confidential the terms of this Agreement and the transactions contemplated herein. JCEP acknowledges that the Port is a public entity subject to Oregon's public records law and that any disclosure of this Agreement required under such law shall not be a default hereunder.

8.8 Attorneys' Fees

Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment at trial or on appeal agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

8.9 Notices

All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

To the Port:

Oregon International Port of Coos Bay
Attention: Jeff Bishop
125 Central Avenue Suite 300
P.O. Box 1215
Coos Bay, OR 97420
jbishop@portofcoosbay.com
Tel: (541) 267-7678
Fax: (541) 269-1475

With copies to:

Michael R. Stebbins
745 California Street
PO Box 1006
North Bend, OR 97459
stebbins@stebbinsandcoffey.com
Fax: (541) 756-2060

And

Mark A. Manulik
Schwabe Williamson & Wyatt PC
1211 S.W. Fifth Ave., Suites 1600 - 1900
Portland, OR 97204
mmanulik@schwabe.com
Tel. (503) 796-2990

To JCEP:

Jordan Cove Energy Project L.P.
Attention: Robert L. Braddock
125 Central Avenue
Suite 380
Coos Bay, OR 97420
bobbraddock@attglobal.net
Tel. (541) 266-7510

With copies to:

Kevan King
Vice President, General Counsel & Secretary
Fort Chicago Energy Partners, LP
Suite 440
Livingston Place
222-3rd Avenue S.W.
Calgary, Alberta T2P OB4
Canada
kking@fortchicago.com
Tel. (403) 213-3643

And

Andrew Solomon
Perkins Coie
1120 N.W. Couch Street, 10th Floor
Portland, OR 97209
asolomon@perkinscoie.com
Tel. (503) 727-2174

Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, in which case it shall be deemed delivered upon transmission of such notice, or (c) by personal delivery, in which case it shall be deemed delivered upon receipt. The above addresses may be changed by written notice to the other party in the manner described above; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

8.10 Construction

The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

8.11 Further Assurances

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by at closing, JCEP and the Port agree to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Option Agreement to the Port.

8.12 Execution in Counterparts


This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

[signatures on following page]


IN WITNESS WHEREOF, JCEP and the Port have executed this Agreement on the dates indicated below next to such signatures.

JORDAN COVE ENERGY PROJECT
LIMITED PARTNERSHIP, a Delaware
limited partnership

By Jordan Cove Energy Project L.L.C., a
Delaware limited liability company, its
general partner

By: 
Name: ROBERT L. BRADDOCK
Title: VICE PRESIDENT

OREGON INTERNATIONAL PORT OF
COOS BAY, a municipal corporation of the
State of Oregon

By: 
Name: David Kronsteiner
Title: Commission President