

Table of Contents

Original Sheet No. 0	6
Third Revised Sheet No. 1	7
First Revised Sheet No. 2	8
Original Sheet No. 3	9
Original Sheet No. 4	10
Twenty-Sixth Revised Sheet No. 5	11
Twenty-Sixth Revised Sheet No. 6	12
Original Sheet No. 6A	13
First Revised Sheet No. 7	14
First Revised Sheet No. 8	15
Original Sheet No. 9	16
Second Revised Sheet No. 10	17
First Revised Sheet No. 11	18
Original Sheet No. 11A	19
Original Sheet No. 11B	20
First Revised Sheet No. 12	21
First Revised Sheet No. 13	22
First Revised Sheet No. 14	23
Original Sheet No. 15	24
First Revised Sheet No. 16	25
Original Sheet No. 17	26
Original Sheet No. 18	27
First Revised Sheet No. 19	28
Substitute Original Sheet No. 20	29
Original Sheet No. 21	30
First Revised Sheet No. 22	31
Original Sheet No. 23	32
First Revised Sheet No. 24	33
First Revised Sheet No. 25	34
First Revised Sheet No. 26	35
Original Sheet No. 27	36
First Revised Sheet No. 28	37
Original Sheet No. 29	38
First Revised Sheet No. 30	39
Substitute Original Sheet No. 31	40
Original Sheet No. 32	41
Original Sheet No. 32A	42
Original Sheet No. 32B	43
Original Sheet No. 32C	44
Original Sheet No. 32D	45
Substitute Original Sheet No. 32E	46
Original Sheet No. 32F	47
Original Sheet No. 32G	48
Original Sheet No. 32H	49
Original Sheet No. 32I	50

Original Sheet No. 32J	51
Original Sheet No. 32K	52
Original Sheet No. 32L	53
Original Sheet No. 32M	54
Original Sheet No. 32N	55
Original Sheet No. 32O	56
Original Sheet No. 33	57
Original Sheet No. 34	58
Original Sheet No. 35	59
Original Sheet No. 36	60
First Revised Sheet No. 37	61
Second Revised Sheet No. 38	62
First Revised Sheet No. 39	63
Original Sheet No. 40	64
Third Revised Sheet No. 41	65
Second Revised Sheet No. 41A	67
Original Sheet No. 41B	69
Original Sheet No. 42	70
First Revised Sheet No. 42	71
First Revised Sheet No. 43	72
Original Sheet No. 44	73
Original Sheet No. 45	74
Original Sheet No. 46	75
Original Sheet No. 47	76
Original Sheet No. 48	77
Original Sheet No. 49	78
Original Sheet No. 50	79
Original Sheet No. 51	80
First Revised Sheet No. 52	81
Original Sheet No. 53	82
First Revised Sheet No. 54	83
Original Sheet No. 55	84
First Revised Sheet No. 56	85
Original Sheet No. 57	86
Original Sheet No. 58	87
Second Revised Sheet No. 59	88
Substitute First Revised Sheet No. 60	89
Original Sheet No. 60A	90
Original Sheet No. 60B	91
Original Sheet No. 60C	92
Original Sheet No. 60D	93
Original Sheet No. 60E	94
Original Sheet No. 60F	95
First Revised Sheet No. 61	96
Second Revised Sheet No. 62	97
Substitute First Revised Sheet No. 62A	98

First Revised Sheet No. 63	99
Original Sheet No. 64	100
Original Sheet No. 65	101
Second Revised Sheet No. 66	102
First Revised Sheet No. 67	103
Second Revised Sheet No. 68	104
First Revised Sheet No. 69	105
Second Revised Sheet No. 70	106
Second Revised Sheet No. 71	107
Second Revised Sheet No. 72	108
First Revised Sheet No. 73	109
First Revised Sheet No. 74	111
Fourth Revised Sheet No. 75	112
Original Sheet No. 76	113
Third Revised Sheet No. 77	114
First Revised Sheet No. 77A	116
Second Revised Sheet No. 78	118
Second Revised Sheet No. 79	120
First Revised Sheet No. 80	121
Second Revised Sheet No. 81	122
Second Revised Sheet No. 82	123
Original Sheet No. 83	124
First Revised Sheet No. 84	125
Fourth Revised Sheet No. 85	126
First Revised Sheet No. 86	127
Second Revised Sheet No. 87	128
Original Sheet No. 88	130
Original Sheet No. 89	131
Original Sheet No. 90	132
Second Revised Sheet No. 91	133
Original Sheet No. 92	134
Original Sheet No. 93	135
Original Sheet No. 94	136
Original Sheet No. 95	137
Original Sheet No. 96	138
First Revised Sheet No. 97	139
Original Sheet No. 98	140
Substitute Fourth Revised Sheet No. 99	141
Second Revised Sheet No. 99A	143
First Revised Sheet No. 100	144
Substitute Original Sheet No. 101	145
Substitute Original Sheet No. 102	146
Original Sheet No. 103	147
Original Sheet No. 104	148
First Revised Sheet No. 105	149
Original Sheet No. 105A	150

Second Revised Sheet No. 105B	151
Second Revised Sheet No. 106	152
Original Sheet No. 106A	153
First Revised Sheet No. 106B	154
Third Revised Sheet No. 107	155
Original Sheet No. 108	156
Original Sheet No. 109	157
Original Sheet No. 110	158
Original Sheet No. 111	159
Original Sheet No. 112	160
Substitute First Revised Sheet No. 113	161
Original Sheet No. 114	162
Original Sheet No. 115	163
Original Sheet No. 116	164
Original Sheet No. 117	165
Original Sheet No. 118	166
Original Sheet No. 119	167
First Revised Sheet No. 120	168
Third Revised Sheet No. 121	169
Third Revised Sheet No. 122	170
Third Revised Sheet No. 123	171
Original Sheet No. 124	172
First Revised Sheet No. 125	173
Substitute First Revised Sheet No. 126	174
Substitute First Revised Sheet No. 127	175
First Revised Sheet No. 128	176
Substitute First Revised Sheet No. 129	177
Substitute Second Revised Sheet No. 130	178
Substitute First Revised Sheet No. 131	179
First Revised Sheet No. 132	180
Substitute Second Revised Sheet No. 133	181
Substitute First Revised Sheet No. 134	182
Substitute First Revised Sheet No. 135	183
Substitute First Revised Sheet No. 136	184
Substitute First Revised Sheet No. 137	185
Substitute First Revised Sheet No. 137A	186
Original Sheet No. 138	188
Original Sheet No. 139	189
Original Sheet No. 140	190
Original Sheet No. 141	191
First Revised Sheet No. 142	192
Original Sheet No. 143	193
Original Sheet No. 144	194
First Revised Sheet No. 145	195
Original Sheet No. 146	196
Original Sheet No. 146A	197

Effective Date: 12/01/2001 Status: Effective

FERC Docket: CP99-582-004

Original Sheet No. 0 Southern LNG Inc.: Original Volume No. 1
Original Sheet No. 0 : Effective

FERC Gas Tariff
Original Volume No. 1
of
Southern LNG Inc.
Filed With
Federal Energy Regulatory Commission

Communication Concerning This Tariff Should Be Addressed To:

Southern LNG Inc.
Post Office Box 2563
1900 5th Avenue North
Birmingham, Alabama 35203
Attention: James C. Yardley
President
Telephone No.: (205) 325-3834
Facsimile No.: (205) 325-3787

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

Third Revised Sheet No. 1 Third Revised Sheet No. 1
Superseding: Second Revised Sheet No. 1

TABLE OF CONTENTS

	Sheet No.
Preliminary Statement	3
General System Map.....	4
Statement of Initial Rates	5
Rate Schedule LNG-1 (Firm Terminal Service)	7
Rate Schedule LNG-2 (Interruptible Terminal Service)	22
Rate Schedule LNG-3 (Firm Terminal Service - Elba III)	32A
General Terms and Conditions:	
Section 1. Definitions	33
Section 2. Inquiries and Conditions for Service; Allocation of Capacity	37
Section 3. Quality	42
Section 4. Measurement	44
Section 5. Measuring Equipment for Vaporized LNG	51
Section 6. Receipt and Delivery Points	53
Section 7. Pressure	55
Section 8. Liability of Customer and Southern LNG; Allocation of Constrained Capacity	55
Section 9. Warranty of Title and Indemnification	60
Section 10. Cycling	60
Section 11. Installation of Flow Control Equipment	61
Section 12. Nominations; Scheduling; Determination of Receipts and Deliveries	61
Section 13. Billing and Payment	69
Section 14. Notices	71
Section 15. Pregranted Abandonment of Long-Term, Firm Service Agreements	73
Section 16. Customer Release of Firm Capacity	75
Section 17. Agency Service	95
Section 18. Marketing Affiliates	96
Section 19. Complaints	96
Section 20. Electronic Communications	96
Section 21. Annual Charge Adjustment	98
Section 22. NAESB Standards	99
Section 23. Operational Flow Orders	100
Section 24. Fuel & Electric Power Charge Adjustment	103
Section 25. Discounted and Negotiated Rates	106
Section 26. Revenue Crediting Mechanism	107
Section 27. Miscellaneous	108

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP10-271-000

First Revised Sheet No. 2 First Revised Sheet No. 2

Superseding: Original Sheet No. 2

TABLE OF CONTENTS
(Continued)

Appendix A. Service Request Form	109
Appendix B. Nomination Form.	113
Appendix C. SoNet Premier Agreement	114
Appendix D. Capacity Release Timetables	121
Appendix E. LNG Balance Transfer Form	124
Form of Service Agreement Under Rate Schedule LNG-1 or LNG-3	125
Form of Service Agreement Under Rate Schedule LNG-2	138

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 3 Original Sheet No. 3 : Effective

PRELIMINARY STATEMENT

Southern LNG Inc. (Southern LNG) is a natural gas company principally engaged in the business of receiving and storing liquefied natural gas (LNG) and delivering vaporized LNG in interstate commerce (Terminal Service) under authorization granted by, and subject to the jurisdiction of, the Federal Energy Regulatory Commission (Commission or FERC). Southern LNG owns and operates a marine terminal located on Elba Island, near Savannah, Georgia (Terminal). Southern LNG uses the Terminal to provide open-access Terminal Service pursuant to this FERC Gas Tariff (Tariff).

The location of the Terminal is shown on the following general system map.

Southern LNG provides Terminal Service only under executed and effective agreements for service, entered after Southern LNG considers existing commitments, available capacity, and other factors that Southern LNG deems pertinent as set forth in this Tariff.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 4 Original Sheet No. 4 : Effective

GENERAL SYSTEM MAP

Effective Date: 03/01/2010 Status: Effective
 FERC Docket: RP10-271-000

Twenty-Sixth Revised Sheet No. 5 Twenty-Sixth Revised Sheet No. 5
 Superseding: Twenty-Fifth Revised Sheet No. 5

STATEMENT OF LNG-1 FIRM RATES

	Maximum Rate	Minimum Rate
Rate Schedule LNG-1 (Firm Terminal Service)		
Monthly Reservation Charge per Dth of MSQ	\$0.6712	\$0.00
Dredging Surcharge per Dth of MSQ	\$0.0569	\$0.00
Additional Charges and Surcharges		
1. Commodity Rate deliveries	\$0.0114/Dth of deliveries	\$0.0114/Dth of
2. Fuel (GT&C \$ 24.1) Share	Pro Rata Share	Pro Rata
3. Electric Power Cost Adjustment deliveries	\$0.0306/Dth of deliveries	\$0.0306/Dth of
4. ACA Surcharge deliveries	\$0.0019/Dth of deliveries	\$0.0019/Dth of
Total additional charges and surcharges (excluding fuel) deliveries	\$0.0439/Dth of deliveries	\$0.0439/Dth of

Effective Date: 03/01/2010 Status: Effective
 FERC Docket: RP10-335-000

Twenty-Sixth Revised Sheet No. 6 Twenty-Sixth Revised Sheet No. 6
 Superseding: Twenty-Fifth Revised Sheet No. 6

STATEMENT OF INTERRUPTIBLE RATES (LNG-2)

	Maximum Rate	Minimum Rate
Monthly Storage Charge per Dth	\$0.6712	\$0.00
Dredging Surcharge per Dth	\$0.0557	\$0.00
Additional Charges and Surcharges		
1. Commodity Rate deliveries	\$0.0114/Dth of deliveries	\$0.0114/Dth of
2. Fuel (GT&C § 24.1) Share	Pro Rata Share	Pro Rata
3. Electric Power Cost Adjustment deliveries	\$0.0306/Dth of deliveries	\$0.0306/Dth of
4. ACA Surcharge deliveries	\$0.0019/Dth of deliveries	\$0.0019/Dth of
Total additional charges and surcharges (excluding fuel) deliveries	\$0.0439/Dth of deliveries	\$0.0439/Dth of

Effective Date: 03/01/2010 Status: Effective
 FERC Docket: RP10-271-000

Original Sheet No. 6A Original Sheet No. 6A

STATEMENT OF FIRM LNG-3 RATES

	Maximum Rate Phase A	Minimum Rate
Rate Schedule LNG-3 (Elba III)		
Monthly Reservation Charge per Dth of MSQ	\$0.7532	\$0.0000
Monthly Reservation Charge per Dth of MDVQ	\$2.4920	\$0.0000
Dredging Surcharge per Dth of MSQ	\$0.0569	\$0.0000
Additional Charges and Surcharges		
1. Electric Power Cost Adjustment	\$0.0306/Dth of deliveries	\$0.0306/Dth of deliveries
2. Commodity Rate	\$0.0114/Dth of deliveries	\$0.0114/Dth of deliveries
3. Fuel (GT&C § 24.1)	Pro Rata Share	Pro Rata Share
4. ACA Surcharge	\$0.0000/Dth of deliveries	\$0.0000/Dth of deliveries
	Maximum Rate Phase A	Minimum Rate
Total additional charges and surcharges per Dth of deliveries (excluding fuel)	\$0.0420	\$0.0420

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 7 First Revised Sheet No. 7
Superseding: Substitute Original Sheet No. 7

RATE SCHEDULE LNG-1
Firm Terminal Service
(Chatham County, Georgia)

1. AVAILABILITY

1.1 Southern LNG will make service for the receipt, storage, vaporization of LNG and delivery of vaporized LNG (Terminal Service) under Rate Schedule LNG-1 available to any party (Customer) who requests Firm Service under this Rate Schedule from Southern LNG Inc. (Southern LNG) under the following conditions:

- (i) Southern LNG has sufficient capacity and is able to provide the services;
- (ii) Customer has complied with the requirements of Section 2 of the General Terms and Conditions (GT&C) of this Tariff; and
- (iii) Customer and Southern LNG have executed a service agreement for Terminal Service under Rate Schedule LNG-1 (Service Agreement).

1.2 Southern LNG shall not be obligated to construct, modify, expand or acquire facilities to perform Terminal Service under this Rate Schedule, except to the extent required pursuant to certification by the Commission. Southern LNG shall obtain abandonment authority for capacity under firm contract that is no longer available for service.

2. APPLICABILITY AND CHARACTER OF SERVICE

The provisions of this Rate Schedule apply to the Terminal Service rendered by Southern LNG for Customer pursuant to both Subpart 284(G) of the Commission's Regulations (18 C.F.R. § § 284.221 et seq.) and the Service Agreement.

This firm service is not subject to interruption or prior claim by another Customer or another class of service and receives the same priority as any other class of firm service; provided, however, that GT&C § 12 provides for the scheduling priority of nominations for service, and GT&C § 8.4 provides for the allocation of constrained capacity.

3. DEFINITIONS

3.1 Maximum Storage Quantity:

LNG is specified in The Maximum Storage Quantity (MSQ) shall be the maximum quantity of LNG that Southern obligated to store for Customer's account at any time. Customer's MSQ shall be the Service Agreement between Customer and Southern LNG.

3.2 Maximum Daily Vaporization Quantity:

vaporized LNG account. Southern LNG. The Maximum Daily Vaporization Quantity (MDVQ) shall be the maximum quantity of for any day that Southern LNG shall be obligated to deliver for Customer or Customer's Customer's MDVQ shall be specified in the Service Agreement between Customer and

3.3 Liquefied Natural Gas Balance:

held in customer's gas this Schedule. As obligation to Customer's (a) The Liquefied Natural Gas Balance (LNG Balance) shall be the quantity of gas storage in liquid form for Customer's account at the particular time. Each LNG Balance shall be increased for receipts by Southern LNG (excluding boil-off returning to Customer's vessel(s) during receipt of LNG) pursuant to § 5.9 of Rate Schedule and reduced for deliveries pursuant to § 6.2 of this Rate stated in §§ 5.8(b) and 6.1(d) of this Rate Schedule, Customer has the manage its LNG Balance to accommodate receipts or deliveries of gas for account.

RATE SCHEDULE LNG-1
(Continued)

(b) Boil-Off Gas:

(i) Definitions:

and
phase
Customer's
operation of

Boil-off gas includes gas (1) boiling off from Southern LNG's unloading storage facilities, (2) flashing from the liquid phase to the gaseous during unloading LNG from Customer's vessel(s), (3) returning to vessel(s) during receipt of LNG, and (4) boiling off during the Southern LNG's process equipment.

(ii) Disposal:

of
during
and
the
downstream

Customer must arrange for the delivery on each day of Customer's share boil-off gas (except boil-off gas returning to Customer's vessel(s) receipt of LNG). If all necessary arrangements (including nomination confirmation) are not complete, then Southern LNG shall take title to boil-off gas. Customer shall indemnify Southern LNG against any claim, demand, or action arising from Customer's failure under this paragraph; provided, however, that Southern LNG shall not take title to, and will allocate to Customer's Service Agreement, boil-off that enters the pipeline.

(iii) Allocation:

share
to

Customer's share of boil-off gas on any day equals a proportionate based on the ratio of Terminal Service provided to Customer on that day all Terminal Service provided on that day.

RATE SCHEDULE LNG-1
(Continued)

4. RATES AND FUEL

Sheet
service
rate to
stated
and

4.1 The rates for service under this Rate Schedule are set forth on the currently effective No. 5 of this Tariff. Customer will pay the maximum rate or a negotiated rate for unless Southern LNG, in its reasonable judgment, offers to discount from the maximum Customer. Any discount to which Southern LNG agrees, and the effective period, shall be on Exhibit C to the Service Agreement. Any negotiated rate to which Southern LNG agrees, the effective period, shall be stated on Exhibit F to the Service Agreement.

LNG
Charge
Customer's
any,
procedures on

4.2 For service rendered to Customer under Rate Schedule LNG-1, Customer shall pay Southern each month (i) a Reservation Charge per Dth of Customer's MSQ plus a Monthly Storage calculated under Rate Schedule LNG-2 for any Dth in excess of Customer's MSQ, and (ii) a Commodity Rate per Dth of the aggregate quantities of vaporized LNG delivered for account (both for firm quantities scheduled up to and including Customer's MDVQ and, if for quantities scheduled in excess of Customer's MDVQ) pursuant to the nomination each day during the month.

rata
in
Customer's LNG

4.3 Southern LNG shall retain from quantities delivered to or for account of Customer a pro share of gas as compensation for fuel and gas otherwise used or lost and unaccounted for Southern LNG's operations, as provided in GT&C § 24.1. Southern LNG shall adjust Balance accordingly.

4.4 Customer shall also pay any other effective charge, including an electric power cost adjustment, stated on the applicable sheet of this Tariff.

RATE SCHEDULE LNG-1
(Continued)

4.5 Force Majeure Relief for Firm Service:

Customers under this Rate Schedule may under Section 4.5 thereof receive one of the following two forms of relief from a complete and extended force majeure at the Elba Terminal as provided below. Unless Southern LNG, in a not unduly discriminatory manner, agrees to consider a later election, a Customer desiring to make the buyout election in Section 4.5.2 below ("Buyout Election") in lieu of the demand charge crediting mechanism under Section 4.5.1 below ("Crediting Election") shall so notify Southern LNG as follows:

- (i) in the event of a request for new service (whether in an open season or otherwise) under Section 2 of the General Terms and Condition after the effective date of this provision, then no later than the request for service;
- (ii) in the event Customer has an existing, effective Service Agreement as of the effective date of this provision, then no later than the later of ten (10) days after the effective date of this provision or January 1, 2010; and
- (iii) in the event Customer has subscribed to new service that has not yet commenced as of the effectiveness of this provision, then no later than ten (10) days after the in-service of the facilities associated with the service agreement for such subscription.

Such election shall be irrevocable and noted in Customer's Service Agreement and shall survive Customer's termination of the Service Agreement. If Customer does not make a timely Buyout Election, then Customer shall be deemed as of the effectiveness of the Service Agreement to have elected the Crediting Election, which shall apply to that Service Agreement. A Customer whose Buyout Election is noted in its Service Agreement shall not, unless Southern LNG agrees otherwise, in a separate discounted or negotiated rate agreement, receive relief under the Crediting Election.

4.5.1 Crediting Election:

(a) Applicability:

The following demand charge crediting mechanism shall apply to Customer's Service Agreement under this Rate Schedule only if:

- (i) Customer has not made the Buyout Election as provided above, and
- (ii) Southern LNG invokes force majeure pursuant to the GT&C of this Tariff, and the event of force majeure renders Southern LNG unable, during a period that exceeds thirty consecutive days, to make available at least eighty percent (80%) of the aggregate MSQ or MDVQ for all firm Customers ("SLNG Force Majeure").

(b) Customer's Crediting Ratio:

Each Customer shall receive its pro rata share of the BI Credit or ROE Credit defined below based on the following ratio for each firm rate schedule ("Customer's Crediting Ratio"). Customer's Crediting Ratio equals the product of (1) the maximum reservation rates set forth on the rate sheet(s) of this Tariff for the MSQ and MDVQ, as applicable, under each firm rate schedule multiplied by (2) the MSQ and MDVQ specified in Customer's Service Agreement under such rate schedule [(1) X (2)] ("Customers' Recourse Revenues") divided by the sum of all Customers' Recourse Revenues for all firm reservation billing determinants under such rate schedule ("Total Recourse Revenues").

(c) Crediting:

The higher of the MSQ or MDVQ percentage not made available, greater than twenty percent (20%), shall be the "Firm Shortfall."

For the period extending beyond the thirtieth day of the SLNG Force Majeure there shall be deducted from each Customer's monthly invoice the greater of either the BI Credit or ROE Credit amount, as defined below, multiplied by Customer's Crediting Ratio:

- (1) an amount equal to any insurance proceeds for business interruption of Southern LNG (the premiums for which are included in the cost of service underlying SLNG's rates under the applicable rate schedule) paid to Southern LNG ("BI Credit"); or
- (2) an amount equal to the portion of the Total Recourse Revenues attributable to the FERC-approved cost of common equity and associated income taxes under the applicable rate schedule multiplied by the Firm Shortfall("ROE Credit").

[[BI Credit or ROE Credit] * Customer's Crediting Ratio]

In no event, however, shall the amount to be paid by a discounted or negotiated rate Customer under this subsection (c) above result in less than the amount that would be paid for a maximum recourse rate Customer having the same MSQ and MDVQ. If the proceeds for business interruption are subsequently determined to be greater than the ROE Credit provided to Customers or less than the BI Credit provided to Customers, then Southern LNG shall refund or invoice the difference (pro rate for each Customer) to true up such difference.

4.5.2 Buyout Election:

(a) Qualifications.

In order to qualify to make a Buyout Election, Customer must so elect for its Service Agreements, and the Service Agreements to which the election applies must each, unless Southern LNG agrees otherwise:

- (1) have a primary term of no less than nineteen (19) years; and
- (2) obligate Customer to pay either the maximum recourse reservation rate or a negotiated reservation rate;

(b) General Terms and Conditions.

Section 8.6 of the General Terms and Condition to this FERC Gas Tariff shall govern the applicability of, conditions on, and limitations to the Buyout Election.

4.5.3. Exclusivity

Customer's entitlement to demand charge reductions under the Crediting Election or entitlement to terminate its Service Agreement under the Buyout Election shall constitute Customer's sole and exclusive remedy for the event of force majeure to which the Crediting Election or Buyout Election is applicable, without prejudice to Southern LNG's obligation to restore service in the event Customer does not terminate its Service Agreement under either Section 8.6(b) (1) (C) or Section 8.6(b) (2) (B) of the General Terms and Conditions of SLNG's tariff.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 12 First Revised Sheet No. 12
Superseding: Original Sheet No. 12

RATE SCHEDULE LNG-1
(Continued)

5. RECEIPT OF LNG FROM CUSTOMER'S VESSEL(S)

Southern LNG receives LNG at the vessel unloading facilities on Elba Island, Georgia.

5.1 Customer shall give, or cause to be given, to Southern LNG notice by electronic mail
prior to each receipt by vessel. Southern LNG will provide Customer(s) with the manner in which
among the Southern LNG must receive notice. The notice shall identify Customer(s) vessel (from
arrival at vessels specified in Customer's Service Agreement) and state the date and hour of
send the terminal and the quantity of LNG to be received by Southern LNG. Customer shall
notice as follows:

(a) first notice 48 hours before Customer's vessel departs the port of origin. At
that time Southern LNG will notify Customer if Southern LNG may schedule the arrival
of Customer's vessel at the date and hour stated in Customer's notice. If Southern
LNG agrees to schedule the arrival of Customer's vessel, then Southern LNG will
issue a scheduling notice to Customer stating the quantity of Customer's LNG Balance
that Customer must nominate for vaporization and delivery in order to accommodate the
quantities of LNG stated in Customer's notice for receipt by Southern LNG.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 13 First Revised Sheet No. 13
Superseding: Original Sheet No. 13

RATE SCHEDULE LNG-1
(Continued)

- (b) second notice when Customer's vessel departs the port or origin;
- (c) third notice for receipt by Southern LNG 96 hours before estimated arrival;
- (d) fourth notice for receipt by Southern LNG 72 hours before estimated arrival;
- (e) fifth notice for receipt by Southern LNG 48 hours before estimated arrival;
- (f) sixth notice for receipt by Southern LNG 24 hours before estimated arrival;
- (g) seventh notice for receipt by Southern LNG 5 hours before estimated arrival;
- (h) final notice when Customer's vessel enters the channel of the Savannah River.

5.2 Scheduling Priorities for the Receipt of LNG from Customer's Vessel(s):

and all
among
If all requests for the receipt of LNG from Customers' vessel(s) cannot be scheduled,
conflicts in the arrival of Customers' vessels cannot be resolved by mutual agreement
Southern LNG and the affected Customers, then Southern LNG shall schedule service in the
following order:

- (i) Firm Service in sequence starting with the highest rate for service;
- (ii) Interruptible Service in sequence starting with the highest rate for
service;

be
If two or more Customers have the same priority using the above criteria, service will
scheduled in sequence starting with the earliest executed Service Agreement currently in
effect.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 14 First Revised Sheet No. 14
Superseding: Original Sheet No. 14

RATE SCHEDULE LNG-1
(Continued)

5.3 Unscheduled Arrival:

Rate If Customer's vessel does not arrive as scheduled pursuant to section 5.1(a) of this
first time Schedule, then Southern LNG shall receive the LNG from the unscheduled vessel at the
whether available without causing detriment to any scheduled Firm Service, without regard for
arrive as the unscheduled arrival is the result of Customer's force majeure. Customer agrees to
 reimburse Southern LNG for all costs incurred as a result of the vessel's failure to
 scheduled.

5.4 Southern LNG shall have no obligation to carry out receipts not in complete compliance
with applicable safety regulations.

5.5 Customer assumes all responsibility for ensuring that Customer's vessel shall conform to
the details and specifications for interfacing facilities provided by Southern LNG.

5.6 Customer shall secure proper insurance and shall provide Southern LNG with a certificate
of insurance, satisfactory to Southern LNG, prior to berthing of Customer's vessel at the
 Terminal. Customer shall cause Customer's vessel(s) to be adequately covered by marine
operators. insurance policies in amounts and at levels customarily maintained by first-class

RATE SCHEDULE LNG-1
(Continued)

5.7 Southern LNG shall provide only the following facilities, to be reasonably safe for navigation, berthing, unloading, and departure of Customer's vessel(s) to, from, and at the Receipt Point:

- vessel(s)
- (a) A vapor return line system of sufficient capacity to return to Customer's quantities of natural gas necessary for the unloading thereof;
 - (b) Access to Customer's vessel(s) for all reasonable purposes;
 - (c) A berth and pier sufficient to accommodate vehicles required for service and maintenance of Customer's vessel(s);
 - (d) Unloading arms and pipes for unloading LNG from Customer's vessel.

Southern LNG shall provide no other facilities or services for the navigation, berthing, unloading, and departure of Customer's vessel(s).

5.8 Maximum LNG Balance; Management of LNG Balance:

- if, at Customer's MSQ. accommodate any to sufficient
- (a) Southern LNG shall be obligated to receive LNG from Customer's vessel(s), only the time Customer's vessel notifies Southern that it is prepared to unload,
 - (i) LNG Balance plus
 - (ii) the quantity to be received does not exceed Customer's
 - (b) Customer shall have the obligation to manage Customer's LNG Balance to receipts or deliveries for Customer's account. In order to permit unloading of Customer's vessel, Southern LNG may in its sole discretion issue an OFO pursuant GT&C § 23 directing Customer to nominate deliveries of vaporized LNG in quantities for LNG to be received.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 16 First Revised Sheet No. 16
Superseding: Original Sheet No. 16

RATE SCHEDULE LNG-1
(Continued)

5.9 Increase in LNG Balance

Customer's LNG Balance will be increased for each nomination cycle set out in the
General Terms and Conditions by the quantity of LNG received by Southern LNG for Customer's account by
that nomination cycle. The quantity received by Southern LNG for Customer's account shall not
include the amount of boil-off returning to Customer's vessel(s) during unloading of
LNG.

6. STORAGE WITHDRAWALS AND DELIVERIES

Southern LNG delivers vaporized LNG at the pipeline interconnects on Elba Island.

6.1 Delivery of Vaporized LNG:

(a) Nomination Threshold; Minimum Inventory:

vaporized Nothing in this Tariff shall obligate Southern LNG to schedule deliveries of
that day LNG on any day unless aggregate nominations by all Customers for delivery on
exceed 75,000 Dth.

when such Nothing in this Tariff shall obligate Southern LNG to deliver vaporized LNG
to delivery would cause the total inventory of LNG in Southern LNG's storage tanks
decline to or below the tank heel.

(b) Maximum Daily Vaporization Quantity:

MDVQ For service under this Rate Schedule LNG-1, Customer shall be entitled to its
unless Southern LNG declares a force majeure event or an operating condition as
provided in GT&C § 8.3. If, however, on any day, the total of all Customers'
nominations exceeds vaporization capacity, then the nominations for that day
shall be scheduled according to GT&C § 8.4(c).

RATE SCHEDULE LNG-1
(Continued)

(c) Uniform Hourly Vaporization Quantity:

deliver
MDVQ.

Subject to GT&C §§ 8.3 and 8.4, Southern LNG shall withdraw, vaporize, and
Customer's MDVQ at a uniform hourly rate up to one-twenty-fourth (1/24) of its

permit, to
will

If Customer requests, Southern LNG shall endeavor, as operating conditions
deliver vaporized LNG at greater than the uniform hourly rate. Southern LNG
effect such deliveries on an interruptible basis.

(d) Minimum LNG Balance; Management of LNG Balance:

Customer's
minus

- (i) Southern LNG shall have no obligation to schedule deliveries for
account unless Customer's (i) LNG Balance at the time of scheduling
(ii) scheduled deliveries equals zero or greater.

pursuant to
having
storage.

- (ii) In order to preserve prudent operating conditions on Southern LNG's
facilities, Southern LNG may in its sole discretion issue an OFO
GT&C § 23 prohibiting Customer from nominating deliveries without
arranged for timely receipt by Southern LNG of additional LNG for

6.2 Reduction of LNG Balance:

account,
share

Customer's LNG Balance will be decreased by (i) the quantity delivered for Customer's
including deliveries of boil-off as allocated to Customer; and (ii) Customer's pro rata
of fuel and gas lost and unaccounted for, as provided in GT&C § 24.1.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 18 Original Sheet No. 18 : Effective

RATE SCHEDULE LNG-1
(Continued)

7. REQUEST FOR SERVICE

Requests for service hereunder shall be considered acceptable only if Customer has completed and returned Southern LNG's service request form (which is available to all Customers and potential Customers on request) to the following address:

Southern LNG Inc.
Post Office Box 2563
1900 5th Avenue North
Birmingham, Alabama 35203
Attention: Customer Service
Telephone: 205-325-3854
Facsimile: 205-326-2038

Customer's request shall contain the information specified in the service request form, as revised from time to time, and the following:

- such
filing
§
- (a) either with the request for service or at the time of execution of a service agreement, other information, in writing, as is required to comply with regulatory reporting or requirements;
 - (b) sufficient information to determine Customer's creditworthiness in accordance with GT&C 2.1(a); and
 - (c) sufficient information to determine the compatibility of Customer's vessel(s) with the interfacing facilities of Southern LNG.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 19 First Revised Sheet No. 19
Superseding: Original Sheet No. 19

RATE SCHEDULE LNG-1
(Continued)

8. CAPACITY RELEASE

Customers may release capacity under this Rate Schedule according to the capacity release provisions in GT&C § 16.

9. TRANSFER OF LNG BALANCE

Any Customer (Transferor) may agree to transfer all or any portion of its LNG Balance to another Customer (Transferee), using the storage transfer form in GT&C Appendix E; provided, however, that such transfer shall not cause either (a) the Transferee to exceed its MSQ specified in its Service Agreement, unless the Transferee, before such transfer occurs, enters into a capacity release arrangement providing for the excess capacity in accordance with GT&C § 16; or (b) the Transferor's LNG Balance to equal less than zero. Such transfer is irrevocable once Southern LNG receives notice and confirmation.

10. WITHDRAWAL OF LNG BALANCE

10.1 Withdrawal by Customer:

Customer shall withdraw its LNG Balance when and in the amount that any one of the following circumstances requires:

- (a) Available storage capacity declines according to GT&C § 8.4(a);
- (b) Customer releases, or the Releasing Customer recalls, capacity under GT&C § 16;

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-005

Substitute Original Sheet No. 20 Substitute Original Sheet No. 20 : Effective
Superseding: Original Sheet No. 20

RATE SCHEDULE LNG-1
(Continued)

- (c) Customer's Service Agreement terminates; or
- (d) Southern LNG issues an OFO pursuant to GT&C § 23.

withdrawal
Customer shall have completed, through nomination for delivery of vaporized LNG, the
of its LNG Balance by the following times:

- (a) if constrained capacity under Section 10.1(a) above, then the earliest
practicable time consistent with Southern LNG's delivery capacity;
- (b) if capacity release or recall under Section 10.1(b) above, then the time the
release takes effect or the time specified for recall in the recall notice;
- (c) if termination under Section 10.1(c) above, then the time the Service Agreement
terminates; or
- (d) if ordered under Section 10.1(d) above, then the time specified in the OFO.

10.2 Withdrawal by Southern LNG:

Customer
title to
and
Customer's
above,
this Rate
Southern
this
If any Customer fails to withdraw LNG pursuant to this Section 10, then
agrees that Southern LNG may, free and clear of any adverse claim, (i) take
the LNG in Customer's LNG Balance and (ii) dispose of the LNG. Customer shall
indemnify Southern LNG and hold Southern LNG harmless from all costs, damages,
liabilities that result from Southern LNG's disposing of the LNG. Neither
failure to withdraw gas nor Southern LNG's disposal of the gas, as provided
shall be a basis for a claim that Southern LNG breached any duty imposed by
Schedule, the GT&C of this Tariff, or the Service Agreement. Crediting of
LNG's net proceeds under this section is set forth in Section 26 of the GT&C of
Tariff.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 21 Original Sheet No. 21 : Effective

RATE SCHEDULE LNG-1
(Continued)

11. GENERAL TERMS AND CONDITIONS & SERVICE AGREEMENTS

All of the GT&C of this Tariff apply to and are hereby made a part of this Rate Schedule. If any inconsistencies exist between the GT&C and this Rate Schedule, the terms and conditions of the Rate Schedule shall control. This Rate Schedule also incorporates Customer's Service Agreement with Southern LNG. If any inconsistencies between this Rate Schedule and the Service Agreement, the terms and conditions of the Service Agreement shall control.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 22 First Revised Sheet No. 22
Superseding: Original Sheet No. 22

RATE SCHEDULE LNG-2
Interruptible Terminal Service
(Chatham County, Georgia)

1. AVAILABILITY

1.1 Southern LNG will make service for the receipt, storage, vaporization of LNG and delivery of vaporized LNG (Terminal Service) under Rate Schedule LNG-2 available to any party (Customer) who requests interruptible service from Southern LNG Inc. (Southern LNG) under the following conditions:

- without any (i) Southern LNG has sufficient capacity and is able to provide the services detriment to Firm Service Customers;
- and (ii) Customer has complied with the requirements of Section 2 of the General Terms Conditions (GT&C) of this Tariff; and
- Service under (iii) Customer and Southern LNG have executed a service agreement for Terminal Rate Schedule LNG-2 (Service Agreement).

1.2 Southern LNG shall not be obligated to construct, modify, expand or acquire facilities to perform Terminal Service under this Rate Schedule, except to the extent required pursuant to certification by the Commission. Southern LNG shall obtain abandonment authority for capacity under firm contract that is no longer available for service.

2. APPLICABILITY AND CHARACTER OF SERVICE

The provisions of this Rate Schedule apply to the Terminal Service rendered by Southern LNG for Customer pursuant to both Subpart 284(G) of the Commission's Regulations (18 C.F.R. § § 284.221 et seq.) and the Service Agreement.

8.4 This service is subject to interruption and prior claim by another Customer or another class of service. GT&C § 12 provides for the scheduling priority of nominations for service, and GT&C § 8.4 provides for the allocation of constrained capacity. Service under this Rate Schedule LNG-2 shall also be interrupted upon notice to Customer whenever Southern LNG, in its sole judgment, deems the interruption necessary due to operating conditions or system requirements, or to maintain the integrity of the system or to assure that Southern LNG can render service to higher priority customers.

Firm Services provided under this Rate Schedule LNG-2 shall have a priority subordinate to any and all Services provided by Southern LNG.

RATE SCHEDULE LNG-2
(Continued)

3. DEFINITIONS

3.1 Liquefied Natural Gas Balance:

held in customer's this Schedule. As obligation for

(a) The Liquefied Natural Gas Balance (LNG Balance) shall be the quantity of gas storage in liquid form for Customer's account at the particular time. Each LNG Balance shall be increased for receipts by Southern LNG (excluding boil-off returning to Customer's vessel(s) during receipt of LNG) pursuant to § 5.9 of Rate Schedule and reduced for deliveries pursuant to § 6.2 of this Rate Schedule, Customer shall have the obligation to manage Customer's LNG Balance to accommodate receipts or deliveries of gas Customer's account.

(b) Boil-Off Gas:

and phase the

(i) Definitions:
Boil-off gas includes gas (1) boiling off from Southern LNG's unloading storage facilities, (2) flashing from the liquid phase to the gaseous during unloading of LNG from Customer's vessel(s), (3) returning to Customer's vessel(s) during receipt of LNG, and (4) boiling off during operation of Southern LNG's process equipment.

(ii) Disposal:
Customer must arrange for the delivery on each day of Customer's share of boil-off gas (except boil-off gas returning to Customer's vessel(s) receipt of LNG). If Customer fails to make all necessary arrangements (including nomination and confirmation), then Southern LNG shall take title to the boil-off gas. Customer shall indemnify Southern LNG against any claim, demand, or action brought as a result of Customer's failure paragraph; provided, however, that Southern LNG shall not take title under this to, and will allocate to Customer's Service Agreement, boil-off that enters the downstream pipeline.

Effective Date: 11/19/2007 Status: Effective
FERC Docket: RP08- 25-000

First Revised Sheet No. 24 First Revised Sheet No. 24 : Effective
Superseding: Original Sheet No. 24

RATE SCHEDULE LNG-2
(Continued)

(iii) Allocation:

share
Terminal
Customer's share of boil-off gas on any day equals a proportionate
based on the ratio of Terminal Service provided to Customer to all
Service provided on that day.

4. RATES AND FUEL

- Sheet
service
rate to
stated
and
- 4.1 The rates for service under this Rate Schedule are set forth on the currently effective No. 6 of this Tariff. Customer will pay the maximum rate or a negotiated rate for unless Southern LNG, in its reasonable judgment, offers to discount from the maximum Customer. Any discount to which Southern LNG agrees, and the effective period, shall be on Exhibit C to the Service Agreement. Any negotiated rate to which Southern LNG agrees, the effective period, shall be stated on Exhibit B to the Service Agreement.
- LNG
average
of the
- 4.2 For service rendered to Customer under Rate Schedule LNG-2, Customer shall pay Southern each month (i) a Monthly Storage Charge equal to the applicable rate multiplied by the for the month of Customer's maximum daily LNG Balance and (ii) a Commodity Rate per Dth aggregate quantities of vaporized LNG delivered for Customer's account pursuant to the nomination procedures on each day during the month.
- percentage
Southern
Balance
- 4.3 Southern LNG shall retain from quantities delivered to or for account of Customer a of gas as compensation for fuel and gas otherwise used or lost and unaccounted for in LNG's operations, as described in GT&C § 24. Southern LNG shall adjust Customer's LNG accordingly.
- 4.4 Customer shall also pay any other effective charge, including an electric power cost adjustment, stated on the applicable Rate Schedule.

RATE SCHEDULE LNG-2
(Continued)

5. RECEIPT OF LNG FROM CUSTOMER'S VESSEL(S)

Southern LNG receives LNG at the vessel unloading facilities on Elba Island, Georgia.

- vessel.
- 5.1 Customer shall give Southern LNG notice by electronic mail prior to each receipt by Southern LNG will provide Customer(s) with the manner in which Southern LNG must receive notice. The notice shall identify Customer(s) vessel (from among the vessels specified in Customer's Service Agreement) and state the date and hour of arrival at the terminal and the quantity of LNG to be received for Customer. Customer shall send notice as follows:
- that
- of
- Southern LNG
- issue a
- that
- the
- (a) first notice 48 hours before Customer's vessel departs the port of origin. At time Southern LNG will notify Customer if Southern LNG may schedule the arrival Customer's vessel at the date and hour stated in Customer's notice. If agrees to schedule the arrival of Customer's vessel, then Southern LNG will scheduling notice to Customer stating the quantity of Customer's LNG Balance Customer must nominate for vaporization and delivery in order to accommodate quantities of LNG stated in Customer's notice for receipt by Southern LNG.
 - (b) second notice when Customer's vessel departs the port or origin;
 - (c) third notice for receipt by Southern LNG 96 hours before estimated arrival;
 - (d) fourth notice for receipt by Southern LNG 72 hours before estimated arrival;
 - (e) fifth notice for receipt by Southern LNG 48 hours before estimated arrival;
 - (f) sixth notice for receipt by Southern LNG 24 hours before estimated arrival;
 - (g) seventh notice for receipt by Southern LNG 5 hours before estimated arrival;
 - (h) final notice when Customer's vessel enters the channel of the Savannah River.

RATE SCHEDULE LNG-2
(Continued)

- 5.2 Scheduling Priorities for the Receipt of LNG from Customer's Vessel(s):
- and all
among
- If all requests for the receipt of LNG from Customers' vessel(s) cannot be accommodated conflicts in the arrival of Customers' vessels cannot be resolved by mutual agreement Southern LNG and the affected Customers, then Southern LNG shall schedule service in the following order:
- (i) Firm Service in sequence starting with the highest rate for service;
- (ii) Interruptible Service in sequence starting with the highest rate for service;
- be
- If two or more Customers have the same priority using the above criteria, service will be scheduled in sequence starting with the earliest executed Service Agreement currently in effect.
- 5.3 Scheduled Firm; Unscheduled Arrival:
- Schedule at
not
receive
service
majeure.
vessel's
- If a Customer under Rate Schedule LNG-2 has scheduled a receipt for the date and hour subsequently requested by a Customer under a Firm Rate Schedule, then Southern LNG shall preserve the priority of Firm Service by scheduling the Customer under a Firm Rate that date and hour and rescheduling the Customer under Rate Schedule LNG-2 for the first available time without causing detriment to any Firm Service. If Customer's vessel does arrive as scheduled pursuant to § 5.1(a) to this Rate Schedule, then Southern LNG shall the LNG at the first time available without causing detriment to any other scheduled without regard for whether the unscheduled arrival is the result of Customer's force Customer agrees to reimburse Southern LNG for all costs incurred as a result of the failure to arrive as scheduled.
- 5.4 Southern LNG shall have no obligation to carry out receipts not in complete compliance applicable safety regulations.
- 5.5 Customer assumes all responsibility for ensuring that Customer's vessel shall conform to the details and specifications for interfacing facilities provided by Southern LNG.

RATE SCHEDULE LNG-2
(Continued)

5.6 Customer shall secure proper insurance and shall provide Southern LNG with a certificate of insurance, satisfactory to Southern LNG, prior to berthing of Customer's vessel at the terminal. Customer shall cause Customer's vessel(s) to be adequately covered by marine insurance policies in amounts and at levels customarily maintained by first-class operators.

5.7 Southern LNG shall provide only the following facilities, to be reasonably safe for navigation, berthing, unloading, and departure of Customer's vessel(s) to, from, and at the Receipt Point, at Southern LNG's marine terminal:

- (a) A vapor return line system of sufficient capacity to return to Customer's vessel(s) quantities of natural gas necessary for the unloading thereof;
- (b) Access to Customer's vessel(s) for all reasonable purposes;
- (c) A berth and pier sufficient to accommodate vehicles required for service and maintenance of Customer's vessel(s);
- (d) Unloading arms and pipes for unloading LNG from Customer's vessel.

Southern LNG shall provide no other facilities or services for the navigation, berthing, unloading, and departure of Customer's vessel(s).

5.8 Management of LNG Balance:
Customer shall have the obligation to manage Customer's LNG Balance to accommodate any receipts or deliveries for Customer's account. In order to permit unloading of Customer's vessel, Southern LNG may in its sole discretion issue an OFO pursuant to GT&C § 23 directing Customer to nominate deliveries of vaporized LNG in sufficient quantities for LNG to be received.

RATE SCHEDULE LNG-2
(Continued)

5.9 Increase in LNG Balance

Customer's LNG Balance will be increased for each nomination cycle set out in the
General Terms and Conditions by the quantity of LNG received by Southern LNG for Customer's account by
that nomination cycle. The quantity received by Southern LNG for Customer's account shall not
LNG. include the amount of boil-off returning to Customer's vessel(s) during unloading of

6. STORAGE WITHDRAWALS AND DELIVERIES

Southern LNG delivers vaporized LNG at the pipeline interconnects on Elba Island.

6.1 Delivery of Vaporized LNG:

(a) Nomination Threshold; Minimum Inventory:

vaporized Nothing in this Tariff shall obligate Southern LNG to schedule deliveries of
that day LNG on any day unless aggregate nominations by all Customers for delivery on
exceed 75,000 Dth.

when such Nothing in this Tariff shall obligate Southern LNG to deliver vaporized LNG
to delivery would cause the total inventory of LNG in Southern LNG's storage tanks
decline to or below the tank heel.

(b) Uniform Hourly Vaporization Quantity:

shall Subject to GT&C §§ 8.3 and 8.4, and any interruption of service, Southern LNG
hourly rate withdraw, vaporize, and deliver Customer's scheduled quantity at a uniform
up to one twenty-fourth (1/24) of its scheduled quantity.

permit, to If Customer requests, Southern LNG shall endeavor, as operating conditions
deliver vaporized LNG at greater than the uniform hourly rate.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 29 Original Sheet No. 29 : Effective

RATE SCHEDULE LNG-2
(Continued)

(c) Minimum LNG Balance; Management of LNG Balance:

Customer's
minus

pursuant to
having
storage.

(i) Southern LNG shall have no obligation to schedule deliveries for account unless Customer's (i) LNG Balance at the time of scheduling (ii) scheduled deliveries equals zero or greater.

(ii) In order to preserve prudent operating conditions on Southern LNG's facilities, Southern LNG may in its sole discretion issue an OFO GT&C § 23 prohibiting Customer from nominating deliveries without arranged for timely receipt by Southern LNG of additional LNG for

6.2 Reduction of LNG Balance:

Customer's LNG Balance will be decreased by (i) the quantity delivered for Customer's account, including deliveries of boil-off; and (ii) Customer's pro rata share of fuel and gas lost and unaccounted for, as provided in GT&C 24.1.

7. REQUEST FOR SERVICE

Requests for service hereunder shall be considered acceptable only if Customer has completed and returned Southern LNG's service request form (which is available to all Customers and potential Customers on request) to the following address:

Southern LNG Inc.
Post Office Box 2563
1900 5th Avenue North
Birmingham, Alabama 35203
Attention: Customer Service
Telephone: 205-325-3854
Facsimile: 205-326-2038

RATE SCHEDULE LNG-2
(Continued)

Customer's request shall contain the information specified in the service request form, as revised from time to time, and the following:

- such filing §
- (a) either with the request for service or at the time of execution of a service agreement, other information, in writing, as is required to comply with regulatory reporting or requirements;
 - (b) sufficient information to determine Customer's creditworthiness in accordance with GT&C 2.1(a); and
 - (c) sufficient information to determine the compatibility of Customer's vessel(s) with the interfacing facilities of Southern LNG.

8. TRANSFER OF LNG BALANCE

Any Customer (Transferor) may agree to transfer all or any portion of its LNG Balance to another Customer (Transferee), using the storage transfer form in GT&C Appendix E; provided, however, that such transfer shall not cause either (a) the Transferee to exceed its MSQ specified in its Service Agreement, unless the Transferee, before such transfer occurs, enters into a capacity release arrangement providing for the excess capacity in accordance with GT&C § 16; or (b) the Transferor's LNG Balance to equal less than zero. Such transfer is irrevocable once Southern LNG receives notice and confirmation.

9. WITHDRAWAL OF LNG BALANCE

- 9.1 Withdrawal by Customer:
- following
- Customer shall withdraw its LNG Balance when and in the amount that any one of the circumstances requires:
- (a) Available storage capacity declines according to GT&C § 8.4(a);
 - (b) Customer's Service Agreement terminates;
 - (c) Southern LNG issues an OFO pursuant to GT&C § 24; or
 - (d) Interruption of service under this Rate Schedule.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-005

Substitute Original Sheet No. 31 Substitute Original Sheet No. 31 : Effective
Superseding: Original Sheet No. 31

RATE SCHEDULE LNG-2
(Continued)

Customer shall have completed, through nomination for delivery of vaporized LNG, the withdrawal of its LNG Balance by the following times:

- practicable time
- (a) if constrained capacity under Section 9.1(a) above, then the earliest consistent with Southern LNG's delivery capacity;
 - (b) if termination under Section 9.1(b) above, then the time the Service Agreement terminates;
 - (c) if ordered under Section 9.1(c) above, then the time specified in the OFO; or
 - (d) if interrupted service under Section 9.1(d) above, then within the time permitted by notice.

9.2 Withdrawal by Southern LNG:

- agrees
the LNG
liabilities
failure to
be a
Schedule,
net
Tariff.
- (a) General Rule:
If any Customer fails to withdraw LNG pursuant to this Section 9, then Customer that Southern LNG may, free and clear of any adverse claim, (i) take title to in Customer's LNG Balance and (ii) dispose of the LNG Customer shall indemnify Southern LNG and hold Southern LNG harmless from all costs, damages, and that result from Southern LNG's disposing of the LNG. Neither Customer's withdraw gas nor Southern LNG's disposal of the gas, as provided above, shall be a basis for a claim that Southern LNG breached any duty imposed by this Rate the GT&C of this Tariff, or the Service Agreement. Crediting of Southern LNG's proceeds under this section is set forth in Section 26 of the GT&C of this

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 32 Original Sheet No. 32 : Effective

RATE SCHEDULE LNG-2
(Continued)

10. GENERAL TERMS AND CONDITIONS & SERVICE AGREEMENTS

All of the GT&C of this Tariff apply to and are hereby made a part of this Rate Schedule. In the event of any inconsistencies between the GT&C and this Rate Schedule, the terms and conditions of the Rate Schedule shall control. This Rate Schedule also incorporates Customer's Service Agreement with Southern LNG. In the event of any inconsistencies between this Rate Schedule and the Service Agreement, the terms and conditions of the Service Agreement shall control.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

Original Sheet No. 32A Original Sheet No. 32A

RATE SCHEDULE LNG-3
Firm Terminal Service - Elba III
(Chatham County, Georgia)

1. AVAILABILITY

1.1 Southern LNG will make service for the receipt, storage, vaporization of LNG and delivery of vaporized LNG (Terminal Service) under Rate Schedule LNG-3 available to any party (Customer) who requests Firm Service under this Rate Schedule from Southern LNG Inc. (Southern LNG) under the following conditions:

- (i) Southern LNG has sufficient capacity and is able to provide the services;
- (ii) Customer has complied with the requirements of Section 2 of the General Terms and Conditions (GT&C) of this Tariff; and
- (iii) Customer and Southern LNG have executed a service agreement for Terminal Service under Rate Schedule LNG-3 (Service Agreement).

1.2 Southern LNG shall not be obligated to construct, modify, expand or acquire facilities to perform Terminal Service under this Rate Schedule, except to the extent required pursuant to certification by the Commission. Southern LNG shall obtain abandonment authority for capacity under firm contract that is no longer available for service.

2. APPLICABILITY AND CHARACTER OF SERVICE

The provisions of this Rate Schedule apply to the Terminal Service rendered by Southern LNG for Customer pursuant to both Subpart 284(G) of the Commission's Regulations (18 C.F.R. § § 284.221 et seq.) and the Service Agreement.

This Firm Service is not subject to interruption or prior claim by another Customer or another class of service and receives the same priority as any other class of Firm Service; provided, however, that GT&C § 12 provides for the scheduling priority of nominations for service, and GT&C § 8.4 provides for the allocation of constrained capacity.

RATE SCHEDULE LNG-3
(Continued)

3. DEFINITIONS

3.1 Maximum Storage Quantity:

LNG is specified in The Maximum Storage Quantity (MSQ) shall be the maximum quantity of LNG that Southern obligated to store for Customer's account at any time. Customer's MSQ shall be the Service Agreement between Customer and Southern LNG.

3.2 Maximum Daily Vaporization Quantity:

vaporized LNG account. Southern LNG. The Maximum Daily Vaporization Quantity (MDVQ) shall be the maximum quantity of for any day that Southern LNG shall be obligated to deliver for Customer or Customer's Customer's MDVQ shall be specified in the Service Agreement between Customer and

3.3 Liquefied Natural Gas Balance:

held in customer's gas this Schedule. As obligation to Customer's (a) The Liquefied Natural Gas Balance (LNG Balance) shall be the quantity of gas storage in liquid form for Customer's account at the particular time. Each LNG Balance shall be increased for receipts by Southern LNG (excluding boil-off returning to Customer's vessel(s) during receipt of LNG) pursuant to § 5.9 of Rate Schedule and reduced for deliveries pursuant to § 6.2 of this Rate stated in §§ 5.8(b) and 6.1(d) of this Rate Schedule, Customer has the manage its LNG Balance to accommodate receipts or deliveries of gas for account.

RATE SCHEDULE LNG-3
(Continued)

(b) Boil-Off Gas:

(i) Definitions:

and
phase
Customer's
operation of

Boil-off gas includes gas (1) boiling off from Southern LNG's unloading storage facilities, (2) flashing from the liquid phase to the gaseous during unloading LNG from Customer's vessel(s), (3) returning to vessel(s) during receipt of LNG, and (4) boiling off during the Southern LNG's process equipment.

(ii) Disposal:

of
during
and
the
section is
indemnify
Customer's
shall not
boil-off

Customer must arrange for the delivery on each day of Customer's share boil-off gas (except boil-off gas returning to Customer's vessel(s) receipt of LNG). If all necessary arrangements (including nomination confirmation) are not complete, then Southern LNG shall take title to boil-off gas. Crediting of Southern LNG's net proceeds under this set forth in Section 26 of the GT&C of this Tariff. Customer shall Southern LNG against any claim, demand, or action arising from failure under this paragraph; provided, however, that Southern LNG take title to, and will allocate to Customer's Service Agreement, that enters the downstream pipeline.

(iii) Allocation:

share
to

Customer's share of boil-off gas on any day equals a proportionate based on the ratio of Terminal Service provided to Customer on that day all Terminal Service provided on that day.

RATE SCHEDULE LNG-3
(Continued)

4. RATES AND FUEL

- Sheet
service
rate to
stated
and
- 4.1 The rates for service under this Rate Schedule are set forth on the currently effective No. 6A of this Tariff. Customer will pay the maximum rate or a negotiated rate for unless Southern LNG, in its reasonable judgment, offers to discount from the maximum Customer. Any discount to which Southern LNG agrees, and the effective period, shall be on Exhibit C to the Service Agreement. Any negotiated rate to which Southern LNG agrees, and the effective period, shall be stated on Exhibit F to the Service Agreement.
- LNG
Charge
scheduled
the
- 4.2 For service rendered to Customer under Rate Schedule LNG-3, Customer shall pay Southern each month (i) a Reservation Charge per Dth of Customer's MSQ plus a Monthly Storage calculated under Rate Schedule LNG-2 for any Dth in excess of Customer's MSQ, (ii) a Reservation Charge per Dth of Customer's MDVQ, and (iii) a Commodity Rate per Dth of the aggregate quantities of vaporized LNG delivered for Customer's account (both for firm quantities scheduled up to and including Customer's MDVQ and, if any, for quantities in excess of Customer's MDVQ) pursuant to the nomination procedures on each day during month.
- rata
in
Customer's LNG
- 4.3 Southern LNG shall retain from quantities delivered to or for account of Customer a pro share of gas as compensation for fuel and gas otherwise used or lost and unaccounted for Southern LNG's operations, as provided in GT&C § 24.1. Southern LNG shall adjust Balance accordingly.
- 4.4 Customer shall also pay any other effective charge, including an electric power cost adjustment, stated on the applicable sheet of this Tariff.

RATE SCHEDULE LNG-3
(Continued)

4.5 Force Majeure Relief for Firm Service:

Customers under this Rate Schedule may under Section 4.5 thereof receive one of the following two forms of relief from a complete and extended force majeure at the Elba Terminal as provided below. Unless Southern LNG, in a not unduly discriminatory manner, agrees to consider a later election, a Customer desiring to make the buyout election in Section 4.5.2 below ("Buyout Election") in lieu of the demand charge crediting mechanism under Section 4.5.1 below ("Crediting Election") shall so notify Southern LNG as follows:

- (i) in the event of a request for new service (whether in an open season or otherwise) under Section 2 of the General Terms and Condition after the effective date of this provision, then no later than the request for service;
- (ii) in the event Customer has an existing, effective Service Agreement as of the effective date of this provision, then no later than the later of ten (10) days after the effective date of this provision or January 1, 2010; and
- (iii) in the event Customer has subscribed to new service that has not yet commenced as of the effectiveness of this provision, then no later than ten (10) days after the in-service of the facilities associated with the service agreement for such subscription.

Such election shall be irrevocable and noted in Customer's Service Agreement and shall survive Customer's termination of the Service Agreement. If Customer does not make a timely Buyout Election, then Customer shall be deemed as of the effectiveness of the Service Agreement to have elected the Crediting Election, which shall apply to that Service Agreement. A Customer whose Buyout Election is noted in its Service Agreement shall not, unless Southern LNG agrees otherwise, in a separate discounted or negotiated rate agreement, receive relief under the Crediting Election.

4.5.1 Crediting Election:

(a) Applicability:

The following demand charge crediting mechanism shall apply to Customer's Service Agreement under this Rate Schedule only if:

- (i) Customer has not made the Buyout Election as provided above, and
- (ii) Southern LNG invokes force majeure pursuant to the GT&C of this Tariff, and the event of force majeure renders Southern LNG unable, during a period that exceeds thirty consecutive days, to make available at least eighty percent (80%) of the aggregate MSQ or MDVQ for all firm Customers ("SLNG Force Majeure").

RATE SCHEDULE LNG-3
(Continued)

(b) Customer's Crediting Ratio:

Each Customer shall receive its pro rata share of the BI Credit or ROE Credit defined below based on the following ratio for each firm rate schedule ("Customer's Crediting Ratio"). Customer's Crediting Ratio equals the product of (1) the maximum reservation rates set forth on the rate sheet(s) of this Tariff for the MSQ and MDVQ, as applicable, under each firm rate schedule multiplied by (2) the MSQ and MDVQ specified in Customer's Service Agreement under such rate schedule [(1) X (2)] ("Customers' Recourse Revenues") divided by the sum of all Customers' Recourse Revenues for all firm reservation billing determinants under such rate schedule ("Total Recourse Revenues").

(c) Crediting:

The higher of the MSQ or MDVQ percentage not made available, greater than twenty percent (20%), shall be the "Firm Shortfall."

For the period extending beyond the thirtieth day of the SLNG Force Majeure there shall be deducted from each Customer's monthly invoice the greater of either the BI Credit or ROE Credit amount, as defined below, multiplied by Customer's Crediting Ratio:

- (1) an amount equal to any insurance proceeds for business interruption of Southern LNG (the premiums for which are included in the cost of service underlying SLNG's rates under the applicable rate schedule) paid to Southern LNG ("BI Credit"); or
- (2) an amount equal to the portion of the Total Recourse Revenues attributable to the FERC-approved cost of common equity and associated income taxes under the applicable rate schedule multiplied by the Firm Shortfall ("ROE Credit").

[[BI Credit or ROE Credit] * Customer's Crediting Ratio]

In no event, however, shall the amount to be paid by a discounted or negotiated rate Customer under this subsection (c) above result in less than the amount that would be paid for a maximum recourse rate Customer having the same MSQ and MDVQ. If the proceeds for business interruption are subsequently determined to be greater than the ROE Credit provided to Customers or less than the BI Credit provided to Customers, then Southern LNG shall refund or invoice the difference (pro rate for each Customer) to true up such difference.

RATE SCHEDULE LNG-3
(Continued)

4.5.2

Buyout Election:

(a) Qualifications.

In order to qualify to make a Buyout Election, Customer must so elect for its Service Agreements, and the Service Agreements to which the election applies must each, unless Southern LNG agrees otherwise:

- (1) have a primary term of no less than nineteen (19) years; and
- (2) obligate Customer to pay either the maximum recourse reservation rate or a negotiated reservation rate;

(b) General Terms and Conditions.

Section 8.6 of the General Terms and Condition to this FERC Gas Tariff shall govern the applicability of, conditions on, and limitations to the Buyout Election.

4.5.3. Exclusivity

Customer's entitlement to demand charge reductions under the Crediting Election or entitlement to terminate its Service Agreement under the Buyout Election shall constitute Customer's sole and exclusive remedy for the event of force majeure to which the Crediting Election or Buyout Election is applicable, without prejudice to Southern LNG's obligation to restore service in the event Customer does not terminate its Service Agreement under either Section 8.6(b) (1) (C) or Section 8.6(b) (2) (B) of the General Terms and Conditions of SLNG's tariff.

5. RECEIPT OF LNG FROM CUSTOMER'S VESSEL(S)

Southern LNG receives LNG at the vessel unloading facilities on Elba Island, Georgia.

- 5.1 Customer shall give, or cause to be given, to Southern LNG notice by electronic mail prior to each receipt by vessel. Southern LNG will provide Customer(s) with the manner in which Southern LNG must receive notice. The notice shall identify Customer(s) vessel (from among the vessels specified in Customer's Service Agreement) and state the date and hour of arrival at the terminal and the quantity of LNG to be received by Southern LNG. Customer shall send notice as follows:

RATE SCHEDULE LNG-3
(Continued)

- (a) first notice 48 hours before Customer's vessel departs the port of origin. At that time Southern LNG will notify Customer if Southern LNG may schedule the arrival of Customer's vessel at the date and hour stated in Customer's notice. If Southern LNG agrees to schedule the arrival of Customer's vessel, then Southern LNG will issue a scheduling notice to Customer stating the quantity of Customer's LNG Balance that Customer must nominate for vaporization and delivery in order to accommodate the quantities of LNG stated in Customer's notice for receipt by Southern LNG.
- (b) second notice when Customer's vessel departs the port or origin;
- (c) third notice for receipt by Southern LNG 96 hours before estimated arrival;
- (d) fourth notice for receipt by Southern LNG 72 hours before estimated arrival;
- (e) fifth notice for receipt by Southern LNG 48 hours before estimated arrival;
- (f) sixth notice for receipt by Southern LNG 24 hours before estimated arrival;
- (g) seventh notice for receipt by Southern LNG 5 hours before estimated arrival;
- (h) final notice when Customer's vessel enters the channel of the Savannah River.

5.2 Scheduling Priorities for the Receipt of LNG from Customer's Vessel(s):

If all requests for the receipt of LNG from Customers' vessel(s) cannot be scheduled, and all conflicts in the arrival of Customers' vessels cannot be resolved by mutual agreement among Southern LNG and the affected Customers, then Southern LNG shall schedule service in the following order:

- (i) Firm Service in sequence starting with the highest rate for service;
- (ii) Interruptible Service in sequence starting with the highest rate for service;

If two or more Customers have the same priority using the above criteria, service will be scheduled in sequence starting with the earliest executed Service Agreement currently in effect.

5.3 Unscheduled Arrival:

If Customer's vessel does not arrive as scheduled pursuant to section 5.1(a) of this Rate Schedule, then Southern LNG shall receive the LNG from the unscheduled vessel at the first time available without causing detriment to any scheduled Firm Service, without regard for whether the unscheduled arrival is the result of Customer's force majeure. Customer agrees to reimburse Southern LNG for all costs incurred as a result of the vessel's failure to arrive as scheduled.

RATE SCHEDULE LNG-3
(Continued)

- 5.4 Southern LNG shall have no obligation to carry out receipts not in complete compliance with applicable safety regulations.
- 5.5 Customer assumes all responsibility for ensuring that Customer's vessel shall conform to the details and specifications for interfacing facilities provided by Southern LNG.
- 5.6 Customer shall secure proper insurance and shall provide Southern LNG with a certificate of insurance, satisfactory to Southern LNG, prior to berthing of Customer's vessel at the Terminal. Customer shall cause Customer's vessel(s) to be adequately covered by marine insurance policies in amounts and at levels customarily maintained by first-class operators.
- 5.7 Southern LNG shall provide only the following facilities, to be reasonably safe for navigation, berthing, unloading, and departure of Customer's vessel(s) to, from, and at the Receipt Point:
- (a) A vapor return line system of sufficient capacity to return to Customer's vessel(s) quantities of natural gas necessary for the unloading thereof;
 - (b) Access to Customer's vessel(s) for all reasonable purposes;
 - (c) A berth and pier sufficient to accommodate vehicles required for service and maintenance of Customer's vessel(s);
 - (d) Unloading arms and pipes for unloading LNG from Customer's vessel.
- Southern LNG shall provide no other facilities or services for the navigation, berthing, unloading, and departure of Customer's vessel(s).
- 5.8 Maximum LNG Balance; Management of LNG Balance:
- (a) Southern LNG shall be obligated to receive LNG from Customer's vessel(s), only if, at the time Customer's vessel notifies Southern that it is prepared to unload, Customer's (i) LNG Balance plus (ii) the quantity to be received does not exceed Customer's MSQ.
 - (b) Customer shall have the obligation to manage Customer's LNG Balance to accommodate any receipts or deliveries for Customer's account. In order to permit unloading of Customer's vessel, Southern LNG may in its sole discretion issue an OFO pursuant to GT&C § 23 directing Customer to nominate deliveries of vaporized LNG in sufficient quantities for LNG to be received.

RATE SCHEDULE LNG-3
(Continued)

5.9 Increase in LNG Balance

Customer's LNG Balance will be increased for each nomination cycle set out in the General Terms and Conditions by the quantity of LNG received by Southern LNG for Customer's account by that nomination cycle. The quantity received by Southern LNG for Customer's account shall not include the amount of boil-off returning to Customer's vessel(s) during unloading of LNG.

6. STORAGE WITHDRAWALS AND DELIVERIES

Southern LNG delivers vaporized LNG at the pipeline interconnects on Elba Island.

6.1 Delivery of Vaporized LNG:

(a) Nomination Threshold; Minimum Inventory:

Nothing in this Tariff shall obligate Southern LNG to schedule deliveries of vaporized LNG on any day unless aggregate nominations by all Customers for delivery on that day exceed 75,000 Dth.

Nothing in this Tariff shall obligate Southern LNG to deliver vaporized LNG when such delivery would cause the total inventory of LNG in Southern LNG's storage tanks to decline to or below the tank heel.

(b) Maximum Daily Vaporization Quantity:

For service under this Rate Schedule LNG-3, Customer shall be entitled to its MDVQ unless Southern LNG declares a force majeure event or an operating condition as provided in GT&C § 8.3. If, however, on any day, the total of all Customers' nominations exceeds vaporization capacity, then the nominations for that day shall be scheduled according to GT&C § 8.4(c).

RATE SCHEDULE LNG-3
(Continued)

(c) Uniform Hourly Vaporization Quantity:

Subject to GT&C §§ 8.3 and 8.4, Southern LNG shall withdraw, vaporize, and deliver Customer's MDVQ at a uniform hourly rate up to one-twenty-fourth (1/24) of its MDVQ.

If Customer requests, Southern LNG shall endeavor, as operating conditions permit, to deliver vaporized LNG at greater than the uniform hourly rate. Southern LNG will effect such deliveries on an interruptible basis.

(d) Minimum LNG Balance; Management of LNG Balance:

(i) Southern LNG shall have no obligation to schedule deliveries for Customer's account unless Customer's (i) LNG Balance at the time of scheduling minus (ii) scheduled deliveries equals zero or greater.

(ii) In order to preserve prudent operating conditions on Southern LNG's facilities, Southern LNG may in its sole discretion issue an OFO pursuant to GT&C § 23 prohibiting Customer from nominating deliveries without having arranged for timely receipt by Southern LNG of additional LNG for storage.

6.2 Reduction of LNG Balance:

Customer's LNG Balance will be decreased by (i) the quantity delivered for Customer's account, including deliveries of boil-off as allocated to Customer; and (ii) Customer's pro rata share of fuel and gas lost and unaccounted for, as provided in GT&C § 24.1.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

Original Sheet No. 32L Original Sheet No. 32L

RATE SCHEDULE LNG-3
(Continued)

7. REQUEST FOR SERVICE

Requests for service hereunder shall be considered acceptable only if Customer has completed and returned Southern LNG's service request form (which is available to all Customers and potential Customers on request) to the following address:

Southern LNG Inc.
Post Office Box 2563
569 Brookwood Village
Birmingham, Alabama 35209
Attention: Customer Service
Telephone: 205-325-3854
Facsimile: 205-326-2038

Customer's request shall contain the information specified in the service request form, as revised from time to time, and the following:

- (a) either with the request for service or at the time of execution of a service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements;
- (b) sufficient information to determine Customer's creditworthiness in accordance with GT&C § 2.1(a); and
- (c) sufficient information to determine the compatibility of Customer's vessel(s) with the interfacing facilities of Southern LNG.

RATE SCHEDULE LNG-3
(Continued)

8. CAPACITY RELEASE

Customers may release capacity under this Rate Schedule according to the capacity release provisions in GT&C § 16.

9. TRANSFER OF LNG BALANCE

Any Customer (Transferor) may agree to transfer all or any portion of its LNG Balance to another Customer (Transferee), using the storage transfer form in GT&C Appendix E; provided, however, that such transfer shall not cause either (a) the Transferee to exceed its MSQ specified in its Service Agreement, unless the Transferee, before such transfer occurs, enters into a capacity release arrangement providing for the excess capacity in accordance with GT&C § 16; or (b) the Transferor's LNG Balance to equal less than zero. Such transfer is irrevocable once Southern LNG receives notice and confirmation.

10. WITHDRAWAL OF LNG BALANCE

10.1 Withdrawal by Customer:

Customer shall withdraw its LNG Balance when and in the amount that any one of the following circumstances requires:

- (a) Available storage capacity declines according to GT&C § 8.4(a);
- (b) Customer releases, or the Releasing Customer recalls, capacity under GT&C § 16;

RATE SCHEDULE LNG-3
(Continued)

- (c) Customer's Service Agreement terminates; or
- (d) Southern LNG issues an OFO pursuant to GT&C § 23.

Customer shall have completed, through nomination for delivery of vaporized LNG, the withdrawal of its LNG Balance by the following times:

- (a) if constrained capacity under Section 10.1(a) above, then the earliest practicable time consistent with Southern LNG's delivery capacity;
- (b) if capacity release or recall under Section 10.1(b) above, then the time the release takes effect or the time specified for recall in the recall notice;
- (c) if termination under Section 10.1(c) above, then the time the Service Agreement terminates; or
- (d) if ordered under Section 10.1(d) above, then the time specified in the OFO.

10.2 Withdrawal by Southern LNG:

If any Customer fails to withdraw LNG pursuant to this Section 10, then Customer agrees that Southern LNG may, free and clear of any adverse claim, (i) take title to the LNG in Customer's LNG Balance and (ii) dispose of the LNG. Customer shall indemnify Southern LNG and hold Southern LNG harmless from all costs, damages, and liabilities that result from Southern LNG's disposing of the LNG. Neither Customer's failure to withdraw gas nor Southern LNG's disposal of the gas, as provided above, shall be a basis for a claim that Southern LNG breached any duty imposed by this Rate Schedule, the GT&C of this Tariff, or the Service Agreement. Crediting of Southern LNG's net proceeds under this section is set forth in Section 26 of the GT&C of this Tariff.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP10-271-000

Original Sheet No. 320 Original Sheet No. 320

RATE SCHEDULE LNG-3
(Continued)

11. GENERAL TERMS AND CONDITIONS & SERVICE AGREEMENTS

All of the GT&C of this Tariff apply to and are hereby made a part of this Rate Schedule. If any inconsistencies exist between the GT&C and this Rate Schedule, the terms and conditions of the Rate Schedule shall control. This Rate Schedule also incorporates Customer's Service Agreement with Southern LNG. If any inconsistencies between this Rate Schedule and the Service Agreement, the terms and conditions of the Service Agreement shall control.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

When used in this Tariff or any document to which the Tariff refers, the following terms shall have the meanings defined below unless indicated otherwise:

- (a) Btu - A British thermal unit defined as the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees (59°) to sixty degrees (60°) Fahrenheit at a constant pressure of fourteen and six hundred ninety-six thousandths (14.696) pounds per square inch absolute. The abbreviation "Btu" may be either singular or plural depending on the context in which used in this Tariff.
 - (b) Business day - Monday through Friday, excluding Federal Banking holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico.
 - (c) Central Clock Time (CCT) - The time in the Central Time Zone, as adjusted for Daylight Savings Tariff are Time and Standard Time. Unless otherwise specified herein, all times stated in this Central Clock Time. "Birmingham, Alabama time" shall mean Central Clock Time.
 - (d) Commission or FERC - The Federal Energy Regulatory Commission or a successor regulatory agency.
 - (e) Critical notices - Those notices issued by Southern LNG which contain information about scheduled gas conditions that affect scheduling of service by Southern LNG or adversely affect flow.
 - (f) Cubic Foot - The quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of 60 degrees Fahrenheit on a dry basis. (For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees Celsius, and dry.)
- Customer or Customers - A person or persons with whom Southern LNG has executed an effective Service Agreement for service under a Rate Schedule in this Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

- (h) Customer's Vessel(s) - A vessel or vessels used by Customer, or which Customer causes to be used, to transport LNG for receipt by Southern LNG for Customer's account. This term includes, without limitation, all vessels owned, operated, leased, or chartered by Customer or by any person from whom Southern LNG receives LNG for Customer's account. Each of Customer's vessel(s) shall be among the vessels identified in Customer's Service Agreement under the applicable Rate Schedule.
- (i) Dekatherm (Dth) - The standard quantity for purposes of nominations, confirmation, scheduling, invoicing, balancing and rates in the United States. One Dth is equivalent to one MMBtu. The abbreviation "Dth" may be either singular or plural depending on the context in which used in this Tariff.
- (j) Elba Island Terminal or Facilities - The facilities owned and operated by Southern LNG and used to provide Terminal Service to Customers.
- (k) Gas - LNG and/or vaporized LNG, depending on the context.
- (l) Gas day - A period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time. The date of a day shall be that of its beginning.
- (m) GISB - The Gas Industry Standards Board.
- (n) GISB Standard - The standards issued by GISB and adopted by the Federal Energy Regulatory Commission in its regulations governing interstate natural gas companies.
- (o) Gross Heating Value (GHV) - The quantity of heat produced by the combustion in air under temperature constant pressure or one cubic meter of anhydrous gas, the air being at the same and the same pressure as the gas, after the cooling of the products of combustion to the by the initial temperature of the gas and the air and after condensation of the water created and the combustion. Appropriate corrections will be made if the initial conditions of the air gas do not equal 0(C and 1.01325 bars.
- (p) LNG or Liquefied Natural Gas - Natural gas in liquid state at or below its boiling point and at or near atmospheric pressure.

GENERAL TERMS AND CONDITIONS
(Continued)

- (q) Mcf - 1,000 cubic feet of natural gas.
- (r) MMBtu - 1,000,000 Btu. One MMBtu is equivalent to one dekatherm (Dth).
- (s) Month - A period beginning on the first day of the calendar month and ending on the commencement of the first day of the next succeeding calendar month.
- (t) Operational Flow Orders (OFO) - An order issued either to alleviate conditions that, among other things, threaten the safe operations or system integrity of Southern LNG's system or to maintain operations required to provide efficient and reliable firm service. Whenever Southern LNG experiences these conditions, any pertinent order shall be referred to as an OFO. An illustrative list of Southern LNG's current types of OFOs is set forth in GT&C § 23.2.
- (u) Party - Southern LNG or Customer.
- (v) Parties - Southern LNG and Customer.
- (w) Percentage PDA - The predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the allocation is derived by taking the total quantity to be allocated at a location and multiplying it by the percentage provided for each line item.
- (x) Pro Rata PDA - The predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the total quantity to be allocated is multiplied by the ratio established by taking each scheduled line item and dividing it by the total line items applicable to the quantity to be allocated.
- (y) Psia - Pounds per square inch absolute. Pressure measured relative to absolute zero.
- (z) Psig - Pounds per square inch gauge. Pressure measured relative to atmospheric pressure.

GENERAL TERMS AND CONDITIONS
(Continued)

- (aa) Ranked PDA - The predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where the line item nomination with the lowest rank value is allocated before the next sequentially higher-ranked line item nomination.
- (bb) SoNet Premier - Any computer system used by Southern Natural Gas Company to communicate with customers, as described in GT&C § 20. This Tariff also refers to SoNet Premier as SoNet.
- (cc) Swing PDA - The predetermined allocation methodology used to allocate gas flow among scheduled line item nominations at a point where one of the scheduled line items, or alternatively a separate contract, is designated as the "swing." All other scheduled line items are allocated the scheduled quantity. The line items identified as "swing" are allocated the difference between the total quantity to be allocated and quantities allocated to remaining non-swing line items, in accordance with the instructions provided with the PDA. The swing line items(s)/contract is not permitted to be allocated a quantity which would result in a negative number, therefore any negative quantity is allocated to the remaining scheduled line items on a pro rata basis.
- (dd) Tariff - Southern LNG's effective FERC Gas Tariff, as revised from time to time.
- (ee) Terminal - The facilities owned and operated by Southern LNG on Elba Island, Georgia for the receipt, storage, and vaporization of LNG and the delivery of vaporized LNG imported by Customers.
- (ff) Terminal Service or Service - The receipt, storage, vaporization, and delivery of LNG on behalf of Customers.
- (252) Thermie - One thousand kilocalories, or one million calories. Two hundred and fifty-two Thermies equal one Dth.

GENERAL TERMS AND CONDITIONS
(Continued)

- (hh) Vaporized LNG - Liquefied natural gas that has been converted from its liquid state to a gaseous state in preparation for delivery by Southern LNG for Customer's account.
- (ii) Gigacalorie - The standard quantity for nominations, confirmations and scheduling per gas day in Mexico. One gigacalorie is equivalent to 1,000,000,000 calories. For commercial purposes, the standard conversion factor between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The reporting basis for gigacalorie is 1.035646 Kg/cm² and 15.6 degrees C and dry.
- (jj) Gigajoule - The standard quantity for nominations, confirmations and scheduling per gas day in Canada. One gigajoule is equivalent to 1,000,000,000 joules. For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard joule is the joule specified in the SI System of Units.
- (kk) Firm Rate Schedule(s) - Either Rate Schedule LNG-1, Rate Schedule LNG-3, or both, as the context requires.
- (ll) Firm Service(s) - Service provided by Southern LNG to Customer as specified in either a Service Agreement under Rate Schedule LNG-1, a Service Agreement under Rate Schedule LNG-3, or both, as the context requires.
- (mm) Interruptible Service(s) - Any service provided by Southern LNG to Customer under this Tariff other than Firm Service.

2. INQUIRIES AND CONDITIONS FOR SERVICE; ALLOCATION OF CAPACITY

- 2.1 Any inquiries regarding the availability of service and the rates charged for such service should be directed to the Customer Services Department. Southern LNG shall inform each potential Customer inquiring about service as to the availability of and rates applicable to a particular service and shall provide to any potential Customer interested in service a copy of Southern LNG's Tariff. The procedures for submitting valid requests for service are as follows.
- (a) Requests for service shall be sent in writing to Southern LNG in the format set out in GT&C - Appendix A to the attention of Southern LNG's Customer Services Department, Post Office Box 2563, Birmingham, Alabama 35202.
- The request shall contain all of the following information to be deemed a valid request.
- (i) Full legal name of potential Customer; identity of the potential Customer; DUN & BRADSTREET number; address; 24-hour facsimile machine number (if available); three (3) contact persons, including 24-hour telephone or beeper number(s) for each, for emergencies; type of legal entity and, if a corporation, state of incorporation;

GENERAL TERMS AND CONDITIONS
(Continued)

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- other
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- (ii) For Firm Service, the maximum storage quantity (MSQ) requested;
 - (iii) For Firm Service, the requested term (duration) of service, including proposed commencement and termination dates;
 - (iv) A certification by potential Customer that potential Customer has entered into or will enter into those arrangements necessary to assure that all downstream transportation will be in place prior to the commencement of service under a Service Agreement with Southern LNG;
 - (v) A certification by potential Customer that potential Customer has received from the United States Government all necessary authorizations for the lawful import of all volumes that Southern LNG will receive for potential Customer;
 - (vi) A certification by potential Customer that potential Customer has title or a current contractual right to acquire title to LNG to be received for potential Customer by Southern LNG;
 - (vii) Details and specification of vessel(s) potential Customer proposes to use;
 - (viii) Most recent audited financial statements, annual report, Form 10-K (or other filings with regulatory agencies that discuss potential Customers status), a list of affiliates, and three (3) credit references and the names of two representatives who are authorized to receive notices regarding potential Customer's creditworthiness, including the e-mail addresses of such representatives, in order to enable Southern LNG to evaluate potential Customers creditworthiness. Written requests and response for this credit information should be provided by e-mail, unless other forms of communication are otherwise agreed upon by Southern LNG and potential Customer. The obligation of Southern LNG to provide creditworthiness notification is waived until potential Customer provides Southern LNG with e-mail addresses. The potential customer shall manage internal distribution of any such confirmations (NAESB 0.3.7 & 0.3.10);
 - (ix) The affiliation, if any, of potential Customer with Southern LNG; and
 - (x) The source and quality of LNG, including heat content in Btu/scf, expected to be received.

GENERAL TERMS AND CONDITIONS
(Continued)

Southern LNG (b) Allocation of Capacity: Firm capacity that is or becomes available from
from time to time shall be allocated pursuant to the following procedures:

Service (i) Subject to all requirements for submitting a valid request for Firm
herein, firm capacity will be allocated to the request(s) that on an
aggregate basis generate the highest net present value to Southern LNG.
Requests for service shall be considered together under the same
criteria. Net present value will be determined based on the discounted cash flow
of revenues to Southern LNG produced, lost, or affected by the request(s)
for service. In determining the highest net present value, Southern LNG
will consider objective criteria only. Such criteria may include, without
the limitation, the MSQ requested, the duration of the service requested,
rate, and date on which the requested service would commence, the applicable
by such other factors available based on the requests for service received
LNG Southern LNG. The net present value discount factor used by Southern
evaluated at will be applied consistently to all requests for capacity being
the same time.

produce (ii) If Southern LNG receives two (2) or more requests for service that
otherwise, comparable net present values, whether during an open season or
submitted then available capacity will be allocated to the completed request
offer first in time. If capacity remains available, then Southern LNG will
the remaining capacity to the requester next in time.

Customer (iii) If capacity is not available to satisfy a request, then the request for
available, service will be maintained, if such potential Customer or potential
such desires, for future allocations. If capacity subsequently becomes
the then such capacity will be allocated to pending requests, on the date
conduct an capacity becomes available, based on the highest net present value of
pending requests as provided above, unless Southern LNG elects to
given an open season. If an open season is conducted, Customers or potential
at the Customers with pending requests shall be individually notified and
void. opportunity to participate in such open season. If such Customer or
potential Customer elects not to participate in the open season, then,
end of the open season, its pending requests shall be deemed null and

GENERAL TERMS AND CONDITIONS
(Continued)

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(iv) Southern LNG may, in its sole discretion, hold open seasons from time for potential expansion projects or for capacity that has become available. During any such open season, Southern LNG will allocate capacity the open season on the basis of the highest net present value to LNG. To the extent Southern LNG has available unsubscribed capacity, Southern LNG shall have the right, but not the obligation, to reserve capacity for any open seasons that are to be held within the next twelve (12) months. All requests received during an open season remain binding on the requesting Customer through the end of the open season unless withdrawn by the requesting Customer; provided, however, a requesting Customer may withdraw its previous request and submit a request with a higher net present value during the open season, but neither the requesting Customer nor an affiliate thereof may submit a request with a lower net present value during the open season. At the end of the open season, all requests either withdrawn or not accepted shall be deemed null and void. If the awarded capacity does not execute a Service Agreement within the time period described in Section 2.1(c) below, then Southern LNG may elect to offer capacity to other Customers on the basis of the next highest net present value.

(v) Notwithstanding the net present value determination, Southern LNG reserves the right to decline requests for service (i) that offer less than the maximum rate; (ii) that may detrimentally impact the operational integrity of Southern LNG's system; (iii) that do not satisfy all the terms of a specific open season; (iv) that do not demonstrate creditworthiness; or (v) that contain terms and conditions other than those set forth in the Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

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above.

(c) Within five (5) business days (or a mutually agreed-upon time) after accepting request, subject to the other provisions of this section, Southern LNG shall and tender to Customer for execution a Service Agreement under the applicable Schedule in the pro forma format attached to this Tariff. If Customer fails to execute and return to Southern LNG the Service Agreement within thirty (30) the date tendered, then Southern LNG may deem the request for service null and and the available capacity then will be reallocated according to Section 2.1(b)

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(d) Southern LNG shall not be required to perform services under a Service any Customer who (i) is or has become insolvent, (ii) fails to demonstrate creditworthiness either before initiation of service or on an ongoing basis initiation of service, or (iii) fails to make payments pursuant to GT&C § 13 if Customer has disputed a bill and made provision for partial payment in with GT&C § 13). If during the ongoing credit evaluation process following of service, Southern LNG should desire additional credit information from Southern LNG will provide the reason(s) to Customer for requesting such information unless Southern LNG and Customer have mutually agreed to waive this requirement. Southern LNG and Customer shall comply with the following credit evaluation (NAESB 0.3.3):

(A) Southern LNG shall designate on its website or by written representatives who are authorized to receive notice and information regarding Customer's creditworthiness, and Southern LNG shall manage internal distribution of any such information (NAESB 0.3.7);

(B) Southern LNG shall designate a date that the credit due from Customer (NAESB 0.3.5);

(C) Upon receipt of either an initial or follow-up request from LNG for credit evaluation information, Customer's authorized should acknowledge receipt of Southern LNG's request unless Southern Customer have mutually agreed to waive this requirement. The Customer's obligation to provide confirmation of receipt is met by sending such confirmation to the representatives described in Section 2.1(d) (A) (NAESB 0.3.4);

(D) Customer shall provide Southern LNG with all the credit requested by Southern LNG's designated due date, or provide to Southern the reason(s) why the information cannot be provided (NAESB 0.3.5); and

(E) Once Southern LNG receives all required credit information Customer, Southern LNG will notify Customer's authorized

representative(s)
to

of such receipt unless Southern LNG and Customer have mutually agreed
waive this requirement (NAESB 0.3.6);

Second Revised Sheet No. 41A Second Revised Sheet No. 41A
Superseding: First Revised Sheet No. 41A

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(F) If Customer is determined to be non-creditworthy by Southern Customer may initiate with Southern LNG a re-evaluation of its credit. part of this re-evaluation process Customer should either update or in writing the prior information provided to Southern LNG related to Customer's creditworthiness. This update should include any event(s) Customer believes could lead to a material change in its (NAESB 0.3.8);

(G) After Southern LNG receives Customer's request for including the information in (F) above, Southern LNG will provide with a written response within five (5) Business Days, which will either a determination of Customer's creditworthiness status clearly the reason(s) for Southern LNG's decision, or will provide Customer explanation supporting a future date when a re-evaluation determination be made. This re-evaluation process will not exceed twenty (20) Days from the date of the receipt of Customer's request, unless and Customer mutually agree to some later date (NAESB 0.3.9).

In lieu of the above credit requirements such Customer may receive or continue receive service if Customer provides (i) where the service is associated with a permanent release of capacity associated with the original construction of LNG's facilities or an expansion of Southern LNG's facilities, either (x) the Acquiring Customer, at the time of such permanent release has a credit rating less than Investment Grade (taking into account for this purpose the lowest rating of S&P and Moody's if both such rating agencies have published ratings in respect of such proposed replacement customer or assignee), or (y) the proposed Acquiring Customer provides a guarantee from a credit provider that, at the such permanent release or assignment, has a credit rating of not less than Grade (taking into account for this purpose the lowest published rating of S&P Moody's if both such rating agencies have published ratings in respect of such proposed replacement credit support provider), and in all cases (z) the credit is equivalent in amount for the portion of capacity being permanently released, duration, and any other material applicable terms as the credit support agreed to in the Releasing Customer's precedent agreement related to such being released or (ii) where service is not associated with a permanent greater of the credit support agreed to for its Service Agreement or the

(x) a security deposit in an amount equal to the cost of performing the maximum service for Customer for the lesser of the remaining

month term, or of any extension, of the Service Agreement and a three (3) period;

(y) good and sufficient surety, as determined by Southern LNG in its reasonable discretion, in an amount equal to the cost of performing the maximum service for Customer for the lesser of the remaining primary term, as may be extended, of the Service Agreement and a three (3) month period;

(z) a guaranty in a form agreed to between Southern LNG and Customer from a creditworthy party and such creditworthy party will be responsible for payment of all charges and penalties assessed by Southern LNG but not paid by Customer.

(e) Service Subject to other provisions of the Rate Schedule and the GT&C, the term of any Agreement may be extended wherein the parties have agreed to an "evergreen" or "rollover" provision. Also, a Customer having more than one firm Service agrees each with a primary term of at least nineteen (19) years, unless Southern LNG LNG otherwise, shall have the right, to be exercised by written notice to Southern of the only once and no later than the tenth (10th) anniversary of the effectiveness to earlier Service Agreement, to enter into an amendment to such Service Agreement later extend the primary term to end no later than the end of the primary term of the later Service Agreement and to specify the same evergreen extension provisions as the later Service Agreement, in

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP10-271-000

Original Sheet No. 41B Original Sheet No. 41B

exchange for which extension period Customer agrees in the amendment to pay the higher of (i) the rate agreed to in the Service Agreement being extended, or (ii) the maximum recourse rate on file for service under such Rate Schedule. The right provided Customer in the preceding sentence shall not, however, prohibit Southern LNG and any Customer from otherwise agreeing to amendments of the primary term or other provisions of any Service Agreement. Such changes shall not affect Customer's priority of service. To request any changes to a Service Agreement, Customer shall submit a request in writing on the form set forth in Section 2.1(a) above.

- (f) Southern LNG shall not be obligated to accept any request for service unless adequate firm capacity is available without the construction of (or contribution for) additional facilities (including Receipt and Delivery Point(s)) by Southern LNG.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY

under 3.1 In order to permit delivery into downstream facilities, the LNG received by Southern LNG
any Service Agreement shall be merchantable and shall have in its gaseous state:

- and
- (a) A gross heating value of not less than 1,000 Btu and not more than 1,075 Btu;
 - (b) Constituent elements conforming to the following:
 - (i) free of objectionable liquids and solids and be commercially free from gums, gum-forming constituents, or other liquid or solid matter which become separated from the gas in the course of vaporization or through any downstream pipeline;
 - (ii) not contain more than 200 grains of total sulphur or 10 grains of sulphide, or 0.30 gallons of isopentane and heavier hydrocarbons, per dust, might transportation hydrogen Mcf; of
 - (iii) not contain more than 3% by volume of carbon dioxide or nitrogen or 1% oxygen;
 - (iv) not contain any water; and
 - (v) free of liquids at 800 psig and 50° F.

3.2 The gas delivered by Southern LNG will be merchantable gas.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY

under 3.1 In order to permit delivery into downstream facilities, the LNG received by Southern LNG
any Service Agreement shall be merchantable and shall have in its gaseous state:

of not (a) A Wobbe Index with an upper limit of 1,396 and/or a gross heating value (GHV)
of any less than 1,000 Btu and not more than 1,100 Btu after considering the effects
located at nitrogen that is able to be injected from the nitrogen injection facilities
below; the Elba Island Terminal up to the nitrogen specification provided in (b) (iii)
and

dust, (b) Constituent elements conforming to the following:

might (i) free of objectionable liquids and solids and be commercially free from
transportation gums, gum-forming constituents, or other liquid or solid matter which
become separated from the gas in the course of vaporization or
through any downstream pipeline;

hydrogen (ii) not contain more than 200 grains of total sulphur or 10 grains of
Mcf; sulphide, or 0.30 gallons of isopentane and heavier hydrocarbons, per

0.2% (iii) not contain by volume more than 1% of carbon dioxide, 2% nitrogen, or
oxygen;

(iv) not contain any water; and

(v) free of liquids at 800 psig and 50°F.

3.2 The gas delivered by Southern LNG will be merchantable gas.

GENERAL TERMS AND CONDITIONS
(Continued)

3.3 All LNG loaded in Customer's vessel(s) shall conform to the specifications set forth in this section, and Customer agrees to analyze or caused to be analyzed each cargo of LNG as provided in this section. Customer agrees to test each LNG cargo in the manner prescribed.

(a) Hydrogen Sulfide:

The LNG received by Southern LNG shall contain not more than the specified volume of hydrogen sulfide as determined by methods presented in Standards for Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 edition), and shall be considered free from hydrogen sulfide if a strip of white filter paper, acetate, is moistened with a solution containing five per cent (5%) by weight of lead not distinctly darker than a second paper freshly moistened with the same solution in an apparatus of approved form, through which the vaporized LNG is flowing at the rate of approximately five (5) standard cubic feet per hour, the vaporized LNG not impinging directly from a jet upon the test paper.

(b) Total Sulfur:

The LNG received by Southern LNG shall contain not more than the specified total sulfur as determined by the method prescribed in American Society for Testing and Materials, Standard Method of Test for Total Sulphur in Fuel Gases, No. D 1072-56.

3.4 Should any LNG for receipt by Southern LNG fail at any time to conform to any of the specifications provided for in this Section 3, Southern LNG may, at its option, suspend all or a portion of the receipt of any such LNG. Southern LNG shall be relieved of any of its obligations for the duration of such suspension. Upon receipt of Southern LNG's notice of such a failure, Customer shall make a diligent effort to correct the failure by treatment or dehydration consistent with prudent operation so as to tender LNG conforming to the specifications provided for in this Section 3.

GENERAL TERMS AND CONDITIONS
(Continued)

3.5 Noncompliance with Specifications:

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(a) Should Customer tender for receipt any LNG that causes the composite gas stream Southern LNG's facilities to fail the requirements of the downstream pipeline, Southern LNG may take whatever action necessary on Southern LNG's own accord or a third party, as solely determined by Southern LNG, at Customer's sole cost expense, to treat and/or process the gas stream such that the gas stream can be delivered to the downstream pipeline. Until remedial action is taken to make acceptable to the downstream pipeline, Southern LNG may refuse to accept any gas, in Southern LNG's sole discretion, which prevents Southern LNG from deliveries into the downstream pipeline. Any reduction in the energy content gas treated and/or processed shall be determined and deducted from Southern transportation volumes tendered for delivery to the downstream pipeline.

(b) No waiver by Southern LNG of any default by Customer in any of the specifications set forth above or in any other provision of this Tariff shall operate as a continuing waiver of such specification or as a waiver of any subsequent default whether of a like or different character.

4. MEASUREMENT

4.1 Measurement of Quantity of LNG Received from Customer's Vessel(s):

Customer's
during
that
MSQ

(a) The volume of LNG received by Southern LNG and reflected as an increase in LNG Balance shall exclude the amount of vapor returning to Customer's vessel unloading of LNG. Southern LNG shall have no obligation to receive quantities cause Customer to exceed the volume equivalent of its MSQ (or that part of its allocated to Customer during periods of constrained capacity).

GENERAL TERMS AND CONDITIONS
(Continued)

measured in (b) The volume of cubic meters of LNG received at the Receipt Point shall be
Customer metric units by gauging of the liquid in the tanks of Customer's vessel(s).
has shall cause the first gauging to be made after the Captain of Customer's vessel
gauging given his notice of readiness to unload and before starting the pumps. A second
Customer shall take place immediately after completion of unloading. Representatives of
absence and Southern LNG shall have the right to be present at such gaugings, but the
of a representative shall not prohibit any gauging.

gauging (c) Customer shall send or cause to be sent to Southern LNG a certified copy of the
for standards, in metric units approved by the United States Bureau of Standards in
change in Washington, D.C., as well as correction charts (list, trim, contraction, etc.),
LNG each tank of each of Customer's vessels. Such standards and charts shall be used
shall measuring devices shall be approved by both Southern LNG and Customer. Each tank
be equipped with two level-measuring devices of different types.

(d) The density of the LNG shall be calculated using the revised Klosek and McKinley
method.

(e) The temperature of the LNG contained in the tanks of any of Customer's vessels
shall be determined by using the arithmetic average of the temperature indicated by
special thermo-couples or resistance thermometers spaced at various locations from top
to bottom of each tank with an accuracy of plus or minus two-tenths of a degree
centigrade. Such temperatures shall be either logged or printed.

GENERAL TERMS AND CONDITIONS
(Continued)

(f) Samples of the LNG shall be taken with a frequency adequate to assure a representative analysis of the LNG being unloaded, at a suitable point near the Receipt Point. The sampling device shall be such as to permit the total and continuous vaporization of a quantity of LNG sufficient for the taking of a gaseous sample representative for the LNG then being unloaded. Such samples shall be analyzed by means of a gas chromatograph. An analysis or the average of such analyses shall determine the shall be molecular composition of the LNG. A calibration of the chromatograph utilized at performed before the analysis of the samples taken from each unloading. Representatives of Customer and Southern LNG shall have the right to be present mixture such calibrations, but the absence of a representative shall not prohibit any calibration. Such calibration shall be effected with the aid of a gaseous molecular having a known composition closely similar to the vaporized LNG being measured. (g) The Gross Heating Value (GHV) of LNG shall be calculated on the basis of its weights and the Thermies per kilogram of each of its components. The values of contained physical constants to be used for such calculations shall conform to those United in the most current publications of the National Bureau of Standards of the States, or a successor agency. (h) The quantity of Dth unloaded from Customer's vessel(s) shall be calculated on the basis of the following formula:
$$Q = V \times \frac{M}{252} \times P_c$$
where:
Q = the number of Dth unloaded
V = the volume of LNG unloaded, in m3, as determined in accordance with GT&C § 4.1(b)
M = the density of the LNG in kg/m3 calculated in accordance with GT&C § 4.1(d)
Pc = the GHV of LNG per unit of mass, in Thermies/kg calculated in accordance with GT&C § 4.1(g)

GENERAL TERMS AND CONDITIONS
(Continued)

- (i) Gauging equipment:
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- (1) Customer shall cause to be supplied, operated, and maintained equipment accurately gauging the level of liquid and liquid temperature in the Customer's vessel(s). Southern LNG shall supply, operate and maintain equipment, instruments, and devices used for the sampling of and for density, quality, and composition of the LNG unloaded.
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shall
not
- (2) All measurements and calculations relating to gauging and determination the density of the LNG and the testing of the quality and composition LNG shall be performed by Southern LNG. Representatives of Customer have the right to be present, but the absence of a representative shall prohibit any measurement, calculations, or testing.
- present at
- (3) Both parties shall have the right to inspect at all times and be the calibration of the measuring and testing equipment upon reasonable notice. All testing data, charts, calculations or any other similar information shall be made available to the parties and preserved for a period of not less than three years.
- (j) Verification of accuracy:
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methods
- (1) The accuracy of the instruments used shall be verified at the request either Southern LNG or Customer. Such verifications shall be made in presence of the Party requesting verification, in accordance with recommended by the manufacturers of the measuring instruments.

GENERAL TERMS AND CONDITIONS
(Continued)

produce (2) If, at any time of verification, a measuring instrument is found to errors of one percent or less of unloaded LNG, then such instrument's previous measurements shall be considered accurate for purposes of delivery calculations. Such instrument shall be adjusted as necessary. If, at the time of verification, a measuring instrument is found to produce errors of more than one percent, then such instrument's previous measurements shall be brought to a zero difference by comparison with calibration results for any period known definitely or agreed to have been affected the error, and the calculation of unloading during this period shall be corrected accordingly. If the period that the error affected is not definitely known or agreed upon, correction shall be made for those quantities unloaded during the last half of the period since the date of the last calibration of the instrument.

(k) The installation and operation of devices for measuring the level of LNG and shall be temperature in the tanks of Customer's vessel(s), as well as chromatographs, carried out according to the manufacturers' specifications.

(l) All instruments and gauges used for computing the LNG unloaded shall be calibrated in the following manner:

(1) in cubic meters (m3);

(2) in degrees centigrade ((C); and

(3) on a dual scale calibrated in bars or millibars on one side and psig on the other.

GENERAL TERMS AND CONDITIONS
(Continued)

4.3 Measurement for Delivery of Vaporized LNG:

(a) Unit of Volume:

The unit of volume shall be a cubic foot.

(b) Measurement of Volume:

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corrected to a
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Southern LNG
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displacement
to obey

(i) When gas is delivered at a pressure different from 14.73 psia, then for purpose of measurement hereunder, such volumes of gas shall be pressure of 14.73 psia. It is assumed that the atmospheric pressure is pounds per square inch or such other pressure as agreed upon by and Customer. The measurement of gas volumes shall be adjusted for from Boyle's Law in accordance with generally accepted engineering provided, however, that where gas is delivered through positive meters at a pressure not in excess of 20 psig, the gas may be assumed Boyle's Law.

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(ii) Where orifice meters are used, volumes delivered shall be computed in accordance with formulae, tables, and methods prescribed in Orifice of Natural Gas and Other Related Hydrocarbon Fluids, AGA Report No. 3 ANSI/API 2530, as revised September 1985, and as such report may further revised. Exact measurements of inside diameters of meter tubes be obtained by means of a micrometer to the nearest one-thousandth Volumes shall be corrected for flowing temperature and specific gravity accordance with the provisions of paragraphs (iii) and (iv) below.

GENERAL TERMS AND CONDITIONS
(Continued)

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(iii) The flowing temperature of the gas shall be determined for the purpose measured volume correction. Volume shall be corrected for each degree variation in the flowing temperature from 60 degrees Fahrenheit. The temperature will be measured by RTD's, thermocouples, thermometers, shall be either (1) recorded using charts, digital recorders, etc., in case the temperature at which gas was measured for the period of such shall be the arithmetic average of the record during the period of time during which gas was flowing; or (2) used for on-site flow computations electronic flow computers in which case the instantaneous measurement temperature will be used in such computations. Where no temperature device is installed, the temperature of the gas shall be assumed to be degrees Fahrenheit.

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(iv) A specific gravity correction shall be applied to measured volumes. The specific gravity to be used for such correction shall be determined at appropriate location by a gravitometer, chromatograph, or other device standard manufacture and shall be either (1) recorded using charts, recorders, etc., in which case an arithmetic average (to be determined the period of time during which flow was occurring at the location of specific gravity recorder) of such record shall be the specific gravity the gas being measured; or (2) used for flow computations in electronic computers in which case the value of the specific gravity being be used as appropriate in such computations. If a specific gravity device is not installed or available at an appropriate location, then specific gravity shall be determined by a mutually agreeable method.

GENERAL TERMS AND CONDITIONS
(Continued)

by a (v) The gross heating value shall be determined at an appropriate location
shall calorimeter, chromatograph, or other device of standard manufacture and
case be either (1) recorded using charts, digital recorders, etc., in which
during an arithmetic average (to be determined during the period of time
recorder) which flow was occurring at the location of the gross heating value
measured; or of such record shall be the gross heating value of the gas being
gross (2) entered as an input to electronic flow computers in which case the
heating heating value being measured will be used in the computation of the Btu
content of the gas. If a gross heating value measuring device is not
installed or available at an appropriate location, then the gross
value shall be determined by a mutually agreeable method.

5. MEASURING EQUIPMENT FOR VAPORIZED LNG

5.1 Southern LNG's Measuring Equipment:

measured Vaporized LNG delivered by Southern LNG to or for the account of Customer shall be
as either by meters installed, operated, and maintained by Southern LNG, or by such meters
record Southern LNG causes to be installed, operated, and maintained, that are equipped to
installations deliveries. Measurement data may be recorded using charts or electronic recorders or
instantaneous flow computations in electronic flow computers. Orifice meter
No. 3, shall conform to the recommendations for design and installation contained in AGA Report
conform to as revised August 1992, and as further revised. Turbine meter installations shall
Report the recommendations for design and installation contained in Gas Measurement Committee
Positive No. 7 of the AGA, as published in 1981 and as such report may be further revised.
practices in displacement meter installations shall conform to generally accepted engineering
the industry.

GENERAL TERMS AND CONDITIONS
(Continued)

5.2 Testing Measuring Equipment:

reasonable
its
check

Southern LNG shall test its meters at reasonable intervals. Southern LNG shall test thermometers, gravimeters, calorimeters, chromatographs, and other equipment at intervals. Southern LNG will notify Customer in time to permit Customer to witness, at expense, these tests if Customer so elects. Measuring equipment shall be subject to tests and inspection by Customer at its expense, on notice, at all reasonable times.

5.3 Correction of Metering Errors:

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If Southern LNG's measurement equipment is found to be inoperative or inaccurate, such equipment shall be adjusted to register correctly, and the amount of error shall be by the most accurate method feasible. If the inaccuracy shall have resulted in an error more than 2% in the measurement of gas, then the calculated deliveries of gas shall be to compensate for such error. Such adjustment shall be made for such period of may be definitely known. If the period of inaccuracy shall not be definitely known, adjustment shall be made for the last half of the period (but not exceeding 15 days) the time the metering equipment was adjusted to register correctly and the date of the previous meter test. If for any reason the measuring equipment is out of service or out repair so that the amount of gas delivered cannot be ascertained or computed from the thereof, the amount of gas delivered during such period shall be estimated and agreed the use of the first of the following methods which is feasible: (a) by using the of any check measuring equipment if installed and accurately registering; (b) by error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or (c) by estimating the quantity of gas delivered by reference to actual deliveries during preceding periods under similar conditions when the equipment in registering accurately.

GENERAL TERMS AND CONDITIONS
(Continued)

5.4 Prior Period Adjustments:

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The deadline for closing measurement data shall be no later than 5 business days after month of flow. Any measurement data or corrections received by Southern LNG (including corrections to allocations) after it has closed the previous month of flow shall be a prior period adjustment. Southern LNG shall process late measurement data or measurement errors under Section 5.3 as soon as practicable but no later than 6 months after the applicable month of flow in question. The correction shall be made to the month of for allocation and billing purposes. If Customer disputes the measurement adjustment, will have 3 months after the prior period adjustment is made to provide information that the adjustment. Excluding government-required rate changes and as otherwise provided prior period adjustments of any kind shall be made after 6 months following the invoiced for transportation, storage or pooling services. These deadlines do not apply in the deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not be diminished by this provision.

6. RECEIPT AND DELIVERY POINTS

6.1 Receipt Point:

whether
vessel
terminal.

The Receipt Point for all LNG unloaded from Customer's vessel(s) shall be at the point, one or more, at which the flange at the outlet of the unloading piping of Customer's joins the flange at the entry of the receiving LNG pipeline at Southern LNG's marine Southern LNG receives natural gas only in a liquefied state.

6.2 Delivery Point:

an

The Delivery Point for all vaporized LNG delivered by Southern LNG to Customer shall be interconnect between the Terminal and a downstream pipeline.

GENERAL TERMS AND CONDITIONS
(Continued)

6.3 Facilities:

Pursuant to Section 154.109(b) of the Commission's Regulations (18 C.F.R. § 154.109(b)), Southern LNG states as follows:

(a) Facilities Owned and Operating by Southern LNG:

(i) Reimbursement by Customer:

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LNG
be
these

If Customer requests the installation or modification of the facilities necessary to perform Firm Service that Customer requests under the Rate Schedule and agrees to reimburse Southern LNG for the full cost of installation or modification, and if Southern LNG agrees to install the facilities or to modify existing facilities, then Customer and Southern agree that Southern LNG will construct and install (or cause to be constructed and installed) the facilities, or will modify (or cause to be modified) its existing facilities. Southern LNG will own and operate and all appurtenant facilities.

(ii) No Reimbursement by Customer:

of
facilities for
and all

If Customer does not agree to reimburse Southern LNG for the full cost of those facilities, then Southern LNG may agree to construct or modify facilities if Southern LNG has constructed or modified similar facilities for similarly situated Customers. Southern LNG will own and operate these and all appurtenant facilities.

(b) Facilities Owned and Operated by Customer; Contributions in Aid of

Construction:
at or
a

If conditions favor Customer's constructing, owning, and operating facilities near the Receipt or Delivery Point, then Southern LNG may provide to Customer a contribution in aid of construction (CIAC). Southern LNG will provide CIACs in a manner not unduly discriminatory to similarly situated Customers.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PRESSURE

7.1 Receipt Point:

The receipt of LNG from Customer's vessel shall be carried out by use of pumps and other equipment on Customer's vessel(s) at an hourly rate of approximately one-twelfth (1/12) maximum cargo capacity of Customer's vessel and at an average pressure of forty (40) psig at the Receipt Point; provided, however, that the hourly rate shall not exceed an hourly rate of one-tenth (1/10) of the cargo capacity of Customer's vessel. Southern LNG shall not be obligated to receive LNG at a rate or pressure that exceeds prudent operating conditions under conditions at that time.

7.2 Delivery Point:

Southern LNG shall deliver vaporized LNG at the pressure psig stated in the Service Agreement.

8. LIABILITY OF CUSTOMER AND SOUTHERN LNG; ALLOCATION OF CONSTRAINED CAPACITY

8.1 Risk of Loss

(a) Control and Possession of Gas:

For the purpose of determining the liability of Southern LNG and Customer, respectively, Customer shall be deemed to be in exclusive control and possession of any gas until actually received by Southern LNG at the Receipt Point, and after the Delivery of any gas has been delivered to the account of Customer by Southern LNG at the deemed of this Point. Southern LNG shall be deemed to be in exclusive control and possession of any gas only while it is in Southern LNG's facilities. Title to that share of gas to be (i) used as fuel, (ii) disposed of pursuant to the take-title provision Tariff, and (iii) lost or unaccounted-for gas shall pass to Southern LNG at the Receipt Point.

Effective Date: 09/20/2004 Status: Effective
FERC Docket: RP04-464-000

First Revised Sheet No. 56 First Revised Sheet No. 56 : Effective
Superseding: Original Sheet No. 56

GENERAL TERMS AND CONDITIONS
(Continued)

(b) Control and Responsibility:

GT&C §

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agent
actions

any loss,
nonperformance
or the

The party deemed to be in control and possession of the gas in accordance with 8.1 shall exclusively bear all risk of loss therefor. For all matters within Customer's control, Customer warrants that service from Southern LNG and all incidental arrangements conform to applicable regulations and agrees to save Southern LNG harmless against any actions, suits, or proceedings service and arrangements that are brought before or instituted by any authority jurisdiction.

Customer assumes responsibility for all port or wharfage fees, pilotage fees, fees, duties, taxes, levies or charges imposed on Customer's vessels, any associated therewith, or the gas Customer tenders for receipt by Southern LNG. Customer agrees to indemnify, defend, and save Southern LNG harmless against damage, cost, expense, claim, or action resulting from performance or by Customer; customer's agents, affiliates, or contractors; Customer's vessels; owners or operators of those vessels; in connection with this Tariff.

8.2 Insurance

shall
of

In addition to the other requirements of the Rate Schedule, Southern LNG and Customer maintain insurance adequate to cover losses that may reasonably arise during the course of service under this Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

8.3 Force Majeure & Operating Condition:

If Southern LNG or Customer becomes unable, wholly or in part, by either force majeure or operating condition, as applicable, to carry out its obligations under the Service Agreement (other than to make payments due thereunder) it is agreed that, on such party's giving notice and full particulars in writing of such force majeure or operating condition, by telephone (followed by written confirmation) to the other party as soon as possible after the occurrence of the cause relied on, the obligations of the party giving such notice (other than to make payments due under the Service Agreement), so far as they are affected by the force majeure or operating condition, shall be suspended during the continuance of any inability so caused but for no longer period; and the cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" means, with respect to either Southern LNG or Customer, any event or circumstance beyond the reasonable control of a party while acting and having acted as a failure by Reasonable and Prudent Operator, defined below, and that results in or causes the Agreement the party affected to perform any one or more of its obligations under the Service without and applicable Rate Schedule and GT&C. Events or circumstances of force majeure include explosions, and limitation acts of God, acts of government agents, hurricanes, storms, fires, excused unplanned outages and repairs to Southern LNG's facilities. Southern LNG shall also be of for failure to carry out its obligations under this Tariff to the extent that the event Company force majeure relates to the downstream facilities or equipment of Southern Natural Gas facilities (Southern Natural) that enable gas delivered by Southern LNG to enter the mainline of Southern Natural or other downstream pipeline.

For the purposes of the definition of "force majeure," a Reasonable and Prudent Operator shall mean a person acting in good faith with the intention of performing its contractual obligations, and who in so doing and in the general conduct of its undertaking exercised the degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be exercised by a skilled and experienced person complying with applicable law and engaged in the same type of undertaking under the same or similar circumstances and conditions. Southern LNG shall provide to Customer, or to a third party designated by Customer, reasonable access to Terminal. data in Southern LNG's possession regarding the operation and maintenance of the

GENERAL TERMS AND CONDITIONS
(Continued)

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A party shall be excused for failure to carry out its obligations only to the extent only for the period during which it is rendered unable to carry out such obligations by of force majeure, provided, however, that such party shall:

- (i) promptly notify the other party of the invocation of force majeure and the therefor;
- (ii) thereafter provide interim reports of the force majeure event, reasons for invocation of force majeure, and an estimate of the anticipated time of the majeure period;
- (iii) use reasonable endeavors to overcome and minimize the effects of any such force majeure and resume performance of obligations as soon as practicable after the force majeure;
- (iv) not be excused by reason of force majeure from an obligation to indemnify or to any payments due;
- (v) upon request in writing by the other party, give or procure access insofar as reasonably practicable to do so for a reasonable number of representatives of other party at that other party's sole risk and cost, to examine the scene of relevant event of circumstances of force majeure.

The term "operating condition" means the necessity to make scheduled repairs to or inspections, or modifications of, Southern LNG's facilities. Southern LNG will exercise reasonable diligence to minimize disruptions of service to Customers.

GENERAL TERMS AND CONDITIONS
(Continued)

8.4 Allocation of Constrained Capacity:

Southern LNG
allocated as

If a constraint in receipt, delivery, or working storage capacity occurs such that cannot meet the requirements of Customers, then the available capacity shall be follows:

capacity
based on
firm

(a) for a reduction in working storage capacity, the available working storage shall be allocated (i) first to each firm Customer in a proportional share the ratio of each firm Customer's MSQ to the total MSQ contracted for by all Customers; and (ii) then, if any capacity remains available, to interruptible Customers based on the rate paid for service, higher rate first, and then pro among Customers paying the same rate. An interruptible Customer paying a negotiated rate less than the maximum rate may elect to pay the maximum rate applicable to its service on any day that its capacity would be allocated allow for the Customer's interruptible service to be queued up with other interruptible services. Customer must make such election to pay the maximum the nomination deadline for the day capacity is to be allocated. For transactions for interruptible service in which Customer is paying a rate the maximum rate, Customer shall be deemed to be paying the maximum rate for of this Section;

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discount or
otherwise to
maximum-rate
rate by
negotiated rate
exceeding
purposes

GT&C §

(b) for a reduction in the capacity to receive LNG from Customer's vessel(s), the available capacity will be allocated according to the priorities set forth in 12.5; and

shall be

(c) for a reduction in vaporization capacity, the available vaporization capacity allocated according to the priorities set forth in GT&C § 12.5.

8.5 Odorization:

in its
any

Except where otherwise required by law, gas delivered by Southern LNG will be delivered natural state without the addition of any odorizing agent. Southern LNG does not assume responsibility for damages, claims or liabilities by reason of the fact that it has not odorized such gas prior to its delivery.

Southern
the fact
delivery

Southern LNG will add odorizing agents to gas delivered by it where required by law. LNG does not assume any responsibility for damages, claims or liabilities by reason of that it has odorized such gas prior to its delivery, nor does Southern LNG warrant the of odorized gas.

GENERAL TERMS AND CONDITIONS
(Continued)

8.6 Buyout Election for Extended Force Majeure:

(a) Applicability:

The following provisions govern Customer's election to terminate a firm Service Agreements upon payment of the applicable buyout amounts set out below. The following provisions shall apply only to a firm Service Agreement for which a qualifying Buyout Election is noted therein. For purposes of this Section 8.6, a qualifying electing Customer shall be referred to as "Electing Customer."

(b) Evaluation Periods

(1) Initial Evaluation Period

If Southern LNG invokes force majeure pursuant to the GT&C of this Tariff, and the event of force majeure renders Southern LNG unable to make available at least eighty percent (80%) of Customer's MDVQ or MSQ under a Service Agreement for which the Buyout Election was made, then Southern LNG shall immediately begin consulting with Electing Customer and provide Electing Customer within one-hundred and eighty (180) days thereafter with a notice in writing of Southern LNG's initial report. The initial report shall include the estimated capital cost associated with restoring the capacity lost due to the event of force majeure, the availability of funds from both property damage insurance and a resolution of Southern LNG's governing board to fund such restoration (the sum of insurance proceeds and board resolution, the "Available Funds"), and the estimated duration of activities prior to restoring the capacity starting from satisfaction of any conditions precedent in Section 8.6(b)(1)(D) below (such initial report, the "Initial Restoration Report").

(A) If the later of the Initial Restoration Report and the Initial Expert Decision estimates both that (i) the duration of the force majeure event is no more than forty-eight (48) months and (ii) the capital cost to restore the capacity is no more than the Available Funds, then Customer and Southern LNG hereby agree that Southern LNG shall commence restoring the capacity.

GENERAL TERMS AND CONDITIONS
(Continued)

- (B) If the Initial Expert Decision either (i) estimates the duration of the force majeure event at more than forty-eight (48) months or (ii) estimates the capital cost to restore the capacity at more than the Available Funds, then Southern LNG may within sixty (60) days thereafter notify Electing Customer in writing of its intent to supplement the Available Funds to either shorten the estimated duration to within forty-eight (48) months, increase the Available Funds to cover the estimated capital cost, or both as applicable ("Supplemental Restoration Report"), which Supplemental Restoration Report the parties agree shall be referred to expert decision as provided below. If the Supplemental Expert Decision affirms the Supplemental Restoration Report, then Customer and Southern LNG hereby agree that Southern LNG shall commence restoration.
- (C) If either Southern LNG does not provide a Supplemental Restoration Report or the Supplemental Expert Decision does not affirm the Supplemental Restoration Report, then within thirty (30) days thereafter, Electing Customer may terminate its Service Agreement for which a Buyout Election was made. Termination shall occur upon receipt by Southern LNG from or on behalf of Electing Customer in immediately available U.S. dollars an amount in settlement of Electing Customer's obligations to pay the reservation charges applicable to such Service Agreement ("Initial Buyout Amount"), which Buyout Amount for each Service Agreement to be terminated shall not, unless Southern LNG expressly agrees otherwise in writing, equal less than the net present value at the Commission refund rate of the remaining monthly reservation charges for the MSQ and MDVQ calculated at the higher of Customer's negotiated rate or the effective maximum recourse rate for such MSQ and MDVQ for the duration of the primary term of the Service Agreement ("NPV Prepayment").
- (D) If the estimated cost of restoration (from the later of the Initial Restoration Report, the Initial Expert Decision or the Supplemental Restoration Report) exceeds the available insurance funds stated in the Initial Restoration Report ("Cost Exceedance"), then Southern LNG's obligation to commence and continue restoration activities shall be subject to the following conditions precedent:

GENERAL TERMS AND CONDITIONS
(Continued)

- (I) Electing Customer enters into a negotiated rate agreement with Southern LNG providing for Customer' paying charges that recover the full cost of service of the Cost Exceedance and operating expenses to restore the capacity under its Service Agreements "Excess Negotiated Rate"; and
 - (II) Electing Customer provides credit support in the form of either a standby, irrevocable letter of credit issued by a financial institution having a long-term unsecured debt rating of either BBB from Moody's Investor Services or Baa from Standard and Poors or comparable credit support for an amount in U.S. dollars equal to the Cost Exceedance ("Excess Credit Support").
- (2) Interim Evaluation Period
- (A) If Southern LNG commences restoration under Section 8.6(b) (1) above, then starting at the end of every sixth (6th) month thereafter until restoration of firm capacity to serve at least eighty percent (80%) of each of Customer's MSQ and MDVQ, Southern LNG shall provide to Electing Customer by notice in writing with an update to the Initial Restoration Report or, if affirmed, the Supplemental Restoration Report ("Interim Restoration Report"). The Interim Restoration Report shall provide the estimated duration and cost of restoration based on information available to Southern LNG since the last report.
 - (B) If the estimated duration in the later of the Interim Restoration Report and the Interim Expert Decision estimates that either (i) the duration will exceed sixty (60) months starting from satisfaction of the conditions precedent; or (ii) the cost will exceed the Available Funds, then within thirty (30) days thereafter Electing Customer may either direct Southern LNG to continue with restoration or terminate its Service Agreement upon

GENERAL TERMS AND CONDITIONS
(Continued)

receipt by Southern LNG from or on behalf of Electing Customer in immediately available U.S. dollars an amount in settlement of Electing Customer's obligations ("Interim Buyout Amount"), which Interim Buyout Amount shall not, unless Southern LNG expressly agrees otherwise in writing, equal less than the sum of (I) the NPV Prepayment plus (II) Customer's pro rata share of the Available Funds Southern LNG has expended or committed to expend during restoration (less proceeds Southern LNG has received for such restoration under property damage insurance). Customer's pro rata share for the preceding sentence shall equal the total amount multiplied by the ratio of Customer's total reservation charge obligations per month divided by the total reservation charges owed Southern LNG per month under currently effective Service Agreements.

- (C) If Electing Customer does not terminate its Service Agreements and pay the Interim Buyout Amount, then Southern LNG's obligation to continue with restoration shall be subject to the following conditions precedent:
- (I) Electing Customer and Southern LNG's amending the Excess Negotiated Rate under Section 8.6(b)(1)(D)(I) above to provide for Customer's paying increased charges that recover the increased cost of service of the capital cost (less proceeds paid to Southern LNG from property damage insurance) and operating expenses to restore the capacity under its Service Agreements; and
 - (II) Electing Customer provides Excess Credit Support in addition to the amount provided pursuant to Section 8.6(b)(1)(D)(II) above equal to the estimated increase in cost to restore (from the later of the Interim Restoration Report or the Interim Expert Decision).

GENERAL TERMS AND CONDITIONS
(Continued)

(c) Dispute Resolution:

- (1) Initial Restoration Report. If Electing Customer provides Southern LNG no later than thirty (30) days after receiving the Initial Restoration Report with notice in writing that Electing Customer disagrees with the cost and/or duration estimated in the Initial Restoration Report and believes either the estimated cost to be higher than the Available Funds or the estimated duration to be longer than sixty (60) months, such disagreement to be based on substantial evidence included with the notice along with Electing Customer's estimate of the cost and duration ("Electing Customer's Notice"), then Southern LNG and Electing Customer hereby agree to refer such disagreement to a single, independent expert qualified to review and dispose of issues with respect to the estimated cost and duration. No later than sixty (60) days following the later of the Initial Restoration Report or the referral, the expert shall issue a decision in writing to Southern LNG and Electing Customer to resolve the disagreement by selecting the more accurate of the cost and duration estimate between the Initial Restoration Report and Electing Customer's Notice ("Initial Expert Decision").

- (2) Supplemental Restoration Report. Southern LNG and Electing Customer hereby agree to refer the Supplemental Restoration Report to a single, independent expert qualified to review and dispose of issues with respect to the estimated cost and duration. If reasonably available, the expert issuing the Initial Expert Decision shall be used. No later than thirty (30) days following the later of the Supplemental Restoration Report or the referral, the expert shall issue a decision in writing to Southern LNG and Electing Customer either affirming or denying the reasonableness of the Supplemental Restoration Report ("Supplemental Expert Decision").

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP10-271-000

Original Sheet No. 60E Original Sheet No. 60E

GENERAL TERMS AND CONDITIONS
(Continued)

- (3) Interim Restoration Report. If Electing Customer provides Southern LNG no later than fifteen (15) days after receiving an Interim Restoration Report with Electing Customer's Notice of disagreement, then Southern LNG and Electing Customer hereby agree to refer such disagreement to a single, independent expert qualified to review and dispose of issues with respect to the estimated cost and duration. No later than thirty (30) days following the later of the Interim Restoration Report or the referral, the expert shall issue a decision in writing to Southern LNG and Electing Customer to resolve the disagreement by selecting the more accurate of the cost and duration estimates between the Interim Restoration Report and Electing Customer's Notice ("Interim Expert Decision"). Southern LNG and Electing Customer hereby agree to waive any and all challenges to the Interim Expert Decision, which shall be preclusive for purposes of the rights and obligations set out in Section 8.6(b) (2) above.
- (d) Abandonment
- A Customer exercising its right herein to terminate its Service Agreement shall not challenge, directly or indirectly, any application by Southern LNG to abandon capacity associated with such firm service.

Effective Date: 03/01/2010 Status: Effective

FERC Docket: RP10-271-000

Original Sheet No. 60F Original Sheet No. 60F

GENERAL TERMS AND CONDITIONS
(Continued)

9. WARRANTY OF TITLE AND INDEMNIFICATION

Both Customer and Southern LNG warrant good title or good right to all gas transferred by it to the other party. Unless otherwise provided in this Tariff, Customer shall retain title to gas while in the control and possession of Southern LNG. Customer further represents and warrants that it will pay and satisfy, or make provision for the payment and satisfaction of, any and all claims of every nature to the title to all gas received by Southern LNG. Customer agrees to defend at its cost, and when notified by Southern LNG to indemnify Southern LNG against, all suits, judgments, claims, demands, causes of action, costs, losses, and expenses arising out of or in any way connected with any claims to the title to all gas received by Southern LNG.

Southern LNG assumes no obligation whatever to any royalty owner or to the owner of any other interest of any kind in any gas received by Southern LNG for the account of Customer, and Customer or its seller shall pay all such royalties or other interests upon or in respect to such gas.

Customer warrants permission and any requisite licensing or certification from government agencies having jurisdiction for the receipt by Southern LNG of gas for Customer's account. Customer agrees to defend at its cost, and when notified by Southern LNG to indemnify Southern LNG against, all enforcement actions, penalties, and sanctions arising out of or in any way connected with any failure to obtain that permission, license, or certificate.

10. CYCLING

Within 120 Days after a quantity of LNG is received by Southern LNG at the Terminal for Customer's account, Customer shall have caused that quantity to have been vaporized and delivered by Southern LNG, unless Southern LNG agrees otherwise. If Customer fails to so withdraw such LNG, then Southern LNG may, at its option, take title to such LNG free and clear of any adverse claims, in which case Customer shall indemnify Southern LNG and hold it harmless from all costs, damages, and liabilities arising out of the failure of Customer to remove such LNG and the disposal of such LNG by Southern LNG, including charges under the applicable rate schedule. Southern LNG shall credit any net proceeds from the sale of LNG to which it takes title hereunder. Crediting of Southern LNG's net proceeds under this section is set forth in Section 26 of the GT&C of this Tariff. Southern LNG shall extend the time available for Customer to remove its Gas from Storage by one Day for every Day that Customer has been unable to withdraw properly nominated quantities due to force majeure or operating conditions invoked by Southern LNG.

GENERAL TERMS AND CONDITIONS
(Continued)

11. INSTALLATION OF FLOW CONTROL EQUIPMENT

Southern LNG may elect to construct, install, and operate flow control equipment at any location on its facilities whenever it determines in its reasonable judgment that such equipment will contribute to the safe, reliable, efficient, and orderly operation of its facilities in a manner that is consistent with its obligations to provide service under any Rate Schedule.

12. NOMINATIONS, SCHEDULING & DETERMINATION OF DELIVERIES

This section shall govern the delivery by Southern LNG of vaporized LNG for Customer's account.

12.1 Nomination Procedures:

(a) General: Customer, or its agent designated in an executed Agency Agreement, shall nominate gas for all volumes for deliveries under any Service Agreement by notifying Southern LNG, pursuant to the provisions of this Section 12, of the daily quantity of gas, expressed in Dth, that it has available for delivery.

For purposes of converting the Customer's MDVQ, expressed in Mcf, into a thermal equivalent quantity for nomination purposes, the Mcf shall be multiplied by the weighted average Dth per Mcf of gas in Customer's LNG Balance, rounded to three decimal places ("BTU Factor"). The BTU factor shall be calculated and displayed for each Customer in SoNet Premier upon receipt of Mcf into Customer's account from either an LNG Vessel or a Balance Transfer. Thereafter, the BTU Factor shall remain into posted into account. The BTU Factor shall equal the weighted average of (1) the BTU Factor for the Customer's LNG Balance immediately prior to receipt of Mcf in SoNet Premier prior to the first nomination cycle following completion of the receipt into such Customer's account.

Customer shall also specify the first date that the nomination is to be effective ("begin date") and the last date that the nomination is to be effective ("end date"). Customers may nominate for several days, months, or years provided the begin and end dates are within the term of Customer's Service Agreement with Southern LNG. All nominations, excluding intraday nominations, shall have roll-over options. Unless Customer wishes to change its nomination, Customer shall not be required to resubmit its nomination during the begin and end dates.

By submitting a nomination, Customer warrants that it has obtained all necessary regulatory approvals to deliver LNG to Southern LNG.

Second Revised Sheet No. 62 Second Revised Sheet No. 62 : Effective
 Superseding: Substitute First Revised Sheet No. 62

GENERAL TERMS AND CONDITIONS
 (Continued)

Customer's Southern LNG shall not be obligated to deliver quantities in excess of
 MDVQ.

With respect to the various deadlines set forth in this Section 12, the party receiving the information has the right to waive the deadline at its option. Southern LNG shall waive any such deadlines in a nondiscriminatory manner for similarly situated Customers.

SoNet. (b) Method of Submitting Nominations: Customer must submit its nomination through
 Customer's nominations shall be submitted to Southern LNG's Customer Services Department in the format set forth in Appendix B of the GT&C.

(c) Except as set forth in Section 12.2 below, the following nomination deadlines shall apply to nominations, confirmations and scheduling under this Section 12, including nominations from TTT Service Providers. There will be four nomination cycles: timely, evening, first intraday and second intraday. For the timely nomination cycle, scheduled quantities shall be effective at 9:00 a.m. the next day. For the evening nomination cycle, scheduled quantities shall be effective at 9:00 a.m. the next gas day.

Timely (NAESB 1.3.2(i))	Evening (NAESB 1.3.2(ii))	
11:30 a.m.	6:00 p.m.	Nominations must leave Customers control
11:45 a.m.	6:15 p.m.	Nominations must be received by COMPANY
12:00 p.m.	6:30 p.m.	Southern LNG must issue quick response
3:30 p.m.	9:00 p.m.	Receipt of all completed confirmations by transporters
4:30 p.m.	10:00 p.m.	Receipt of scheduled quantities by Customer and point operators

With the exception of the above referenced nomination deadlines, for any nomination document received from a party requesting service by the conclusion of a given quarter hour period, defined to begin on the hour and at 15, 30 and 45 minutes past the hour, Southern LNG will send a quick response to the Service Requester's designated site by the conclusion of the subsequent quarter hour period. A given quarter hour will contain all transactions which receipt time is less than the beginning of the subsequent quarter hour.

Substitute First Revised Sheet No. 62A Substitute First Revised Sheet No. 62A : Effective
Superseding: First Revised Sheet No. 62A

In addition, Southern LNG will support two intraday nomination cycles. In the first cycle (NAESB 1.3.2(iii)), the intraday nomination shall leave the control of the nominating party by 10:00 a.m., and Southern LNG must receive such nomination no later than 10:15 a.m. Central Clock Time. Southern LNG will have until 10:30 a.m. to send a quick response, until 1:00 p.m. to complete confirmation and until 2:00 p.m. to provide scheduled quantities to affected customers, point operators and bumped parties. Scheduled quantities resulting from this first intraday nomination cycle should be effective at 5:00 p.m. on gas day. In the second intraday nomination cycle (NAESB 1.3.2(iv)), the intraday nomination shall leave the control of the nominating party by 5:00 p.m. and must be received by Southern LNG by 5:15 p.m. Southern LNG will have until 5:30 p.m. to send a quick response, until 8:00 p.m. to complete confirmations and until 9:00 p.m. to provide scheduled quantities to affected Customers and point operators. Scheduled quantities resulting from this second intraday nomination cycle should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the second intraday nomination cycle. For intraday nominations under this Section, there is no limitation as to the number of intraday nominations which a service requestor may submit at any one standard nomination cycle or in total across all standard nomination cycles (NAESB 1.3.32).

For purposes of NAESB 1.3.2(ii), (iii), and (iv), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

- (d) Late Nominations: If, on any day, Southern LNG determines that it can extend the nomination deadline, pursuant to the waiver provisions of Section 12.1(a) above, without adversely affecting the processing of timely nominations, then all nominations received prior to the extended deadline shall be processed at the same time. Nominations for the next day submitted after the nomination deadline (as may be extended by Company) shall be processed on the next day as an intraday nomination submitted pursuant to Section 12.2 below.
- (e) Predetermined Priorities: On the nomination form, the service requester shall provide a predetermined balancing priority for the Delivery Point and associated volumes nominated under the Service Agreement to be used by Southern LNG to limit the deliveries under the Service Agreement in the event of an interruption or reduction in service.
- (f) Posting of Capacity Constraints Affecting Nominations: On a day when Southern LNG anticipates that requests for capacity for the following day of service will exceed the capacity of its facilities, Southern LNG shall post on SoNet, the day preceding the day on which service will commence, the available capacity on the segments of its facilities which Southern LNG anticipates will be affected.

GENERAL TERMS AND CONDITIONS
(Continued)

- or
liable to
refusal and
damages,
incurred or
- (g) Southern LNG shall have the right to refuse to deliver vaporized LNG not timely properly nominated in accordance with GT&C § 12. Southern LNG shall not be Customer or any other person as a direct or indirect consequence of such Customer shall indemnify Southern LNG from and against any and all losses, expenses, claims, suits, actions and proceedings whatsoever threatened, initiated as a result of such refusal.
- offer
release on
- (h) Volumetric Capacity Release Nominations or Intraday Cycle Recalls:
On its nomination form for a firm Service Agreement, Customer must indicate the number for each nomination of volumetric capacity release or a recall of a an intraday nomination cycle so that Southern LNG can track and calculate the appropriate credit to the Releasing Customer.
- Service
positive or
for
estimated
be
- (i) Make-up Nominations: When making its nomination, Customer shall specify by Agreement which portion of the quantities to be transported by Southern LNG is attributable to current transportation and which portion of the quantities is attributable to make-up within the month of an estimated imbalance (either negative). As between quantities of gas received or delivered by Southern LNG current service and gas received or delivered by Southern LNG as make-up of imbalances, the gas received or delivered as current service shall be deemed to received or delivered prior to any make-up gas.
- requester
Package IDs
invoicing
- (j) Package ID: A Package ID is a way to differentiate between discrete business transactions. Use of the Package ID is at the discretion of the service and, if sent, will be accepted and processed by Southern LNG. When used, shall be supported for nominating, scheduling, and allocating, but not for unless mutually agreeable.

GENERAL TERMS AND CONDITIONS
(Continued)

(k) Additional Information Requirements:

that
with the
agencies
unexpected
conforms to
Southern

Shipper shall comply with requests by Southern LNG for additional information Southern LNG believes is necessary to perform service hereunder or to comply valid reporting or other requirements of the Commission or other regulatory having jurisdiction. Customer shall notify Southern LNG immediately of any changes in quantities tendered for delivery, whether or not such notice the times set out herein. Customer shall cause the operator of each vessel or downstream pipeline designated in any nomination or changes to confirm all such nominations or changes to nominations in writing prior to implementation by LNG.

12.2 Scheduling of Nominations:

requested by
quantities of
evening
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LNG
including
Southern LNG
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its
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in

Notice of Scheduled Quantities: After receiving notice of the next-day nominations Customer under its Service Agreement, Southern LNG shall advise Customer of the gas for current service it will schedule at the Delivery Point under Customer's Service Agreement by 4:30 p.m. for the 11:30 a.m. nomination cycle and by 10:00 p.m. for the cycle on the day prior to the day for which Customer has made its nominations. In making scheduled quantities information available by the times set forth above, Southern shall also make available to Customer information containing scheduled quantities, scheduled intraday nominations and any other scheduling changes.

At the end of each Gas Day, Southern LNG shall provide to Customers the final scheduled quantities for the just completed Gas Day. With respect to Customers using EDI, shall send by EDI an end of the day Scheduled Quantity document. Any Customer may waive delivery of such end of the day Scheduled Quantity document.

After receiving notice of the intraday nomination changes requested by Customer under Service Agreement, Southern LNG shall advise Customer of the quantity of gas for current service that it is able to schedule on an intraday basis prior to the effective time for change. Southern LNG shall also notify any interruptible Customers of any interruption in service prior to such interruption being effective.

GENERAL TERMS AND CONDITIONS
(Continued)

12.3 Confirmation:

(a) Customer's Responsibilities:

Southern LNG shall be entitled to rely conclusively on Customer's nomination as authorized for purchase or sale.

be
third-party
Southern LNG,
agreed to
responsible
for
ensuring

Customer shall not nominate for service in excess of (i) the volumes of LNG to purchased/sold by Customer, or (ii) the volumes of vaporized LNG that transporter(s) have agreed to accept for transportation upon delivery by or (iii) the volumes of vaporized LNG that third-party transporter(s) have accepted for delivery by Southern LNG, whichever is less. Customer shall be for all dispatching notices to its seller(s) and third-party transporter(s), notifying third-party transporter(s) of any changes in nominations, and for that third-party transporter(s) comply with such changes.

(b) Southern LNG's Procedures:

make such
portion of
as
next-day
p.m.
its
any
nomination
available

Prior to final scheduling of any nominations by Customer, Southern LNG shall inquiries as it deems necessary, including but not limited to contacting the responsible dispatching party at the Delivery Point, to determine that the Customer's nomination that can be scheduled by Southern LNG will be implemented stated by Customer. All confirmation activities on Southern LNG's system for gas flow, both those confirmations received by Southern LNG and those given by Southern LNG at pipeline interconnects, must be completed no later than 3:30 Central Clock Time each day. The confirming party may relieve Southern LNG of obligations to send a confirmation notice. If Southern LNG does not receive communication from the confirming party, it will schedule the lesser of the or the quantity Southern LNG determines will be implemented based on other information.

GENERAL TERMS AND CONDITIONS
(Continued)

12.4 Contents of Nominations:

on the Each nomination shall show the Customer's contract number and the information specified
form for submitting nominations, GT&C - Appendix B.

12.5 Scheduling Priorities for Delivery Nominations:

to serve (a) If, on any day, Southern LNG determines it has insufficient delivery capacity
shall all Customers' Firm and Interruptible Services for that day, then Southern LNG
first allocate all of its available vaporization capacity to Firm Services.

to (b) If Southern LNG further determines that it has insufficient delivery capacity
then provide services allocated under the preceding paragraph 12.5(a) on that day,
Southern LNG shall allocate all of its reduced capacity to the Firm Services
based on the ratio of each Customer's total MDVQ to the total aggregate MDVQ of all firm
Customers submitting nominations. Each firm Customer shall be allocated its
calculated proportionate share of the available capacity based on its percentage share
from this ratio.

Southern (c) If Southern LNG does not have to limit its firm delivery services on a day,
Services. If LNG shall allocate the remaining capacity on its system to Interruptible
basis the remaining capacity is insufficient to satisfy all of the nominations for
Interruptible Services, then the interruptible Customers shall be served on the
paying of the rate paid for service, higher rate first, and pro rata among Customers
total the same rate based on each Customer's confirmed nomination relative to the
confirmed nominations by all Customers for such Interruptible Services. If an
maximum interruptible Customer receiving a discount or negotiated rate less than the
its rate elects to pay the maximum rate applicable to its service on any day that
with other capacity would be allocated otherwise, Customer's service will be queued up
deadline maximum-rate interruptible Customers. Customer must elect by the nomination
rate, for the day capacity is to be allocated. For negotiated rate transactions for
interruptible service in which Customer is paying a rate exceeding the maximum
Section. Customer shall be deemed to be paying the maximum rate for purposes of this

GENERAL TERMS AND CONDITIONS
(Continued)

12.6 Delivery Point Allocation:

(a) Use of PDAs:

quantities of
the
method
"downstream
operator may
mutually
line
by
the
right to
purposes of
account of
the other
or
operator
(NAESB

On a daily basis at the Delivery Point, Southern LNG shall allocate the gas metered at the point among the quantities of gas scheduled at the point for account of its Customers, based on the Pro Rata PDA method unless another PDA is provided by the party that owns or operates the downstream facilities interconnecting with Southern LNG's facilities at the Delivery Point (the operator"). The alternative PDA methodologies from which the downstream choose include the Swing PDA, a Ranked PDA, a Percentage PDA, or any other agreeable allocation methodology. A new allocation detail may be needed when a nomination changes. The PDA shall be provided by the downstream operator on a item basis at the level of nomination detail provided by Southern LNG for confirmation. Southern LNG shall then use the predetermined priority provided Customer in its nomination for applying the PDA to the Package ID level within line item nomination level. Customer agrees that Southern LNG shall have the rely conclusively on the PDA provided pursuant to this Section 12 for the determining the daily quantities of gas delivered by Southern LNG for the Customer at each Delivery Point. Downstream operators should communicate to customers that their transaction(s) for allocation purposes are lowest ranked swing, when such customers' transaction(s) are identified by the downstream in the PDA statement submitted to Southern LNG as being lowest ranked or swing 2.3.63).

(b) PDA Deadlines:

SoNet
prior to
downstream
nomination
Delivery Point
changed
when a
Point,
PDA at

Each PDA must be submitted to Southern LNG, by facsimile machine or through during the confirmation of that day's nominations or after confirmation but start of Gas Day; provided that any revisions to the PDA may be made by the operator during the confirmation period on the day of flow for intraday changes. If there are no additions in nominations by a Customer at the or other changes, the current PDA will stay in effect as submitted until it is pursuant to the foregoing procedures. A new allocation detail may be needed nomination changes. In the event Customer adds a nomination at the Delivery then Southern LNG must provide, or cause to be provided, as set forth above, a the Delivery Point which recognizes Customer's nomination.

GENERAL TERMS AND CONDITIONS
(Continued)

(c) Maximization:

prior
effect for
effect at
acquired
charged on
provided by

To better maximize the use of Customer's Firm Services for which it is paying a Reservation Charge, Southern LNG shall maximize Customer's services as follows to billing Customer under its Service Agreements with Southern LNG. The total quantity allocated to Customer at the Delivery Point pursuant to the PDA in the day shall be deemed to be allocated among Customer's various services in the point on that day in the following order, as applicable: Firm Service, capacity release charged on a reservation basis, acquired capacity release a volumetric basis (allocated up to the scheduled quantity in the order Customer through the predetermined priorities of its nomination), interruptible service, then overrun.

(d) Application of NAESB Standards' Timelines:

The NAESB timelines applicable to standard NAESB predetermined allocation (PDA) methods shall also apply to any additional PDA methods offered by Southern LNG pursuant to the provisions of this Section 12.6.

(e) Time Limit on Disputes of Allocations:

month of
resolve or
omission
or

If Customer disputes any of the allocations of gas made to its agreements with Southern LNG under this Section 12.6, Customer must notify Southern LNG of such dispute, with supporting documentation, no later than 6 months following the service being disputed. Southern LNG shall have 3 months within which to rebut the dispute. These time limits do not apply in the case of deliberate or misrepresentation or mutual mistake of fact. The parties' other statutory contractual rights shall not be diminished by this provision.

Effective Date: 05/01/2008 Status: Effective
FERC Docket: RP08-297-000

First Revised Sheet No. 69 First Revised Sheet No. 69 : Effective
Superseding: Original Sheet No. 69

GENERAL TERMS AND CONDITIONS
(Continued)

13. BILLING AND PAYMENT

13.1 Billing:

render to
for the
month,
Reservation
Southern
to
The
availability.
amounts
shall

On or before the ninth (9th) business day of each calendar month, Southern LNG shall Customer by electronic transmission a statement of the Reservation Charges for service preceding month and the amount due for transportation services rendered in the preceding which shall include any necessary adjustments, including capacity release, to the Charges. Rendered is defined as time-stamped and delivered to the site designated by LNG on SoNet Premier or delivered to Customer by the U.S. Postal Service, a nationally reputable courier service, or electronically through e-mail. Southern LNG shall provide Customer notice electronically when Customer's invoice is available on SoNet Premier. The invoice will be deemed rendered once Southern LNG sends such notice of invoice Prior to rendering an invoice to Customer, Southern LNG shall offset the invoice by all owed by Southern LNG to the Customer for that month; provided, however, that this offset shall not affect disputed amounts.

13.2 Payment:

postmark,
make
or
or other
designate,
payment to

Billing statement shall be deemed to be received by each Customer on the date of the timestamp or electronic delivery of the notice rendered by Southern LNG. Customer shall payment to Southern LNG for the Reservation Charge levied and for the services performed charges levied hereunder by electronic bank transfer (i.e. wire transfer, ACH transfer mutually acceptable transfer method), at such address as Southern LNG may hereafter no later than ten (10) days after the Customer's receipt thereof. All payments made by Customer shall include Southern LNG's invoice number(s) for purposes of matching the the invoice.

13.3 Invoice Disputes and Interest on Unpaid Amounts:

shall
payment of
LNG
that
full

If Customer disputes, in good faith, the amount of any invoice from Southern LNG, it provide a description and supporting documentation of its position and timely submit the amount it states is due to Southern LNG along with remittance detail. In the event Customer pays such invoice through a wire transfer of funds, then Customer shall provide Southern LNG with the remittance detail in writing within two days of payment. Southern shall apply such payment in accordance with Customer's documentation. Customer agrees that Southern LNG's acceptance of a partial payment does not waive Southern LNG's right to payment after resolution of the disputed invoice in the future.

GENERAL TERMS AND CONDITIONS
(Continued)

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Regulations
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or if
availability by
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in
Customer, in
LNG in
within
surety
payment
may be
LNG
made in
payments
for
invoice

Should Customer fail to pay any amount when due, interest on the unpaid amount shall the rate equal to the rate then set forth in section 154.501 of the Commission's (18 C.F.R. § 154.501) from the date payment was due until payment is made. Southern LNG to waive interest charges on a late payment if such charge is not in excess of \$100.00 Customer, through no fault of its own, fails to receive its notice of invoice the payment due date and notifies Southern LNG of such failure. If any such failure to payment continues for twenty (20) days or more, Southern LNG may suspend further service ten (10) days' prior written notice to Customer, but the exercise of such right shall be addition to any other remedy available to Southern LNG; provided, however, that if good faith, has disputed the amount of any such bills or parts thereof and paid Southern a timely manner such amounts as it concedes to be correct and, at any time thereafter thirty (30) days of a demand made by Southern LNG, shall furnish a good and sufficient bond in an amount and with sureties satisfactory to Southern LNG conditioned upon the of any amounts ultimately found due upon such bills after a final determination, which reached either by agreement or judgment of the courts, as the case may be, then Southern shall not be entitled to suspend further delivery of gas unless and until default be the conditions on such bond. In the event it is finally determined or agreed that no were due from Customer on such disputed bills, then Southern LNG will reimburse Customer the cost of procuring the surety bond within ten (10) days after receipt of a detailed therefor from Customer.

13.4 Prepayment in the Event of Default:

require as
acceptable
bills

Upon default in payment for a period in excess of twenty (20) days, Southern LNG may a condition to the continuation or recommencement of services a deposit or other credit arrangement in an amount equal to not more than three estimated maximum monthly for services.

13.5 Adjustment for Btu factor:

MDVQ
Btu
1,021

Solely for purposes of billing reservation charges per dekatherm of service, any MSQ or expressed in Customer's Service Agreement in Mcf shall be converted to dekatherms by a factor of 1.021. This adjustment in no manner obligates Southern LNG to deliver gas at Btu/Mcf or changes Southern LNG's use of actual Btu content for other purposes.

GENERAL TERMS AND CONDITIONS
(Continued)

14. NOTICES

14.1 General Notices:

Except for notices concerning nominations, confirmations, limitations, interruptions, and other similar matters, any notice, request, or demand concerning service under any Service Agreement may be given in writing and sent by first-class U.S. mail, postage prepaid, to the address specified in the Service Agreement, but shall be deemed duly given if in writing and sent by postpaid registered or certified mail to the address specified in the Service Agreement.

14.2 Addresses and Authorized Personnel:

Southern LNG and Customer shall specify in the Service Agreement the name and address of the person authorized to receive notices, requests, and demands on its behalf. Southern LNG and Customer may specify separate recipients for different purposes and may change an authorized recipient at any time by giving the other party prior written notice of such change.

14.3 Dispatching Notices:

- (a) All notices concerning the daily nomination and confirmation of services shall be given electronically by e-mail to the text pager number or address specified in Appendix C to the Service Agreement, unless the parties agree to provide such notice under an alternate method.
- (b) All notices concerning the limitation or interruption of services or other similar matters, including recalls of capacity under GT&C Section 16.3(b) (3) below (NAESB 5.3.47), shall be given electronically by e-mail to the address or text pager number specified in Appendix C to the Service Agreement.
- (c) All notices concerning the availability of Customer's invoice on SoNet Premier shall be rendered electronically by e-mail to the address specified in Appendix C to the Service Agreement.
- (d) Southern LNG and Customer may agree in writing to an alternative method of giving notice to those specified in Sections 14.3(a)-(c). Any such agreed upon alternative method of giving notice shall remain effective until rescinded by either party giving prior written notice to the other party. Southern LNG and Customer may change any e-mail or text pager address, telephone number or facsimile machine number to which dispatching notices are to be given at any time by giving prior written notice to the other party.

GENERAL TERMS AND CONDITIONS
(Continued)

14.4 Emergency Contact and Constructive Notice:

Southern LNG and Customer shall specify in Appendix C to the Service Agreement the name, telephone number, and, if available, facsimile machine number, text pager number and electronic mailing (e-mail) address of up to three persons authorized to receive dispatching and emergency notices on a twenty-four-hours-a-day basis. However, Acquiring Customer should provide notification Southern LNG with no more than two e-mail notifications to be used for recall (NAESB 5.3.47). Notices outside of normal business hours shall be given to any of these authorized representatives. With respect to notification concerning the availability of constructive invoices on SoNet Premier, Customer should provide two e-mail addresses in the Service authorized notice to the other party and that notice will be deemed duly given when either: LNG by undeliverable be that the which message at the could than time the

- (a) notice is sent to two of the mandatory e-mail addresses provided to Southern Customer and at least one of those e-mail addresses does not return an error message; or
- (b) notice is sent by facsimile machine or e-mail, in which case the notice shall be deemed given at the time the sending facsimile machine or computer confirms message was sent; or
- (c) notice is attempted to be sent by facsimile machine or e-mail, but the sending facsimile machine or computer does not confirm that the message was sent, in case the sending party shall make at least two additional attempts to send the and the notice shall be deemed given at the time the third attempt is made or time the sending facsimile machine or computer confirms that the transmission not be sent; or
- (d) notice is attempted by making at least three telephone calls not less often than fifteen minutes apart, in which case the notice shall be deemed given at the third call is made.

Effective Date: 11/19/2007 Status: Effective
FERC Docket: RP08- 25-000

First Revised Sheet No. 73 First Revised Sheet No. 73 : Effective
Superseding: Original Sheet No. 73

GENERAL TERMS AND CONDITIONS
(Continued)

15. PREGRANTED ABANDONMENT OF LONG-TERM, FIRM SERVICE AGREEMENTS

The following provisions shall apply to all firm Service Agreements having a primary term of twelve (12) consecutive months or more and a rate of the maximum rate eligible for the applicable service. These provisions shall not apply to any firm Service Agreements which have a discounted or negotiated rate as described in Section 25 of these General Terms and Conditions unless Southern LNG and Customer mutually agree under the terms of the negotiated rate or discount exhibit that the rights hereunder shall accrue to Customer. No later than thirty-six (36) months prior to the effective termination date of Customer's firm Service Agreement, whether such date is specified in the Service Agreement or in Southern LNG's notice of termination as allowed by such Service Agreement, Southern LNG shall post on SoNet the capacity which will be available upon the termination of Customer's firm Service Agreement.

Each bidder for Customer's firm capacity, or any part thereof, must submit its bid to Southern LNG in writing or through SoNet (with the appropriate service request form and any required prepayment under Southern LNG's FERC Gas Tariff applicable to the service, unless already on file with Southern LNG) within the time specified by Southern LNG on SoNet. Each bid shall contain the term for which the bidder capacity is sought and the percentage of the maximum rate in effect during said term, which the bidder is willing to pay for the capacity. If Southern LNG receives more than one bid for Customer's capacity, and it does not reject all bids as provided below, it will choose the bid, or combination of bids, that generates the most revenue on a net present value basis ("best bid"); provided, however, that Southern LNG reserves the right to reject any bid which is for less than one-hundred percent (100%) of the maximum rate applicable to Customer's firm service. Southern LNG will determine net present value by multiplying the rate bid by the volume bid discounted to present value based on the currently effective interest rates issued by the Commission pursuant to its Part 154 Regulations (18 C.F.R. pt. 154).

Southern LNG will notify Customer of the best bid received in an arm's length transaction that LNG is willing to accept, and Customer shall have a specified time of no less than fifteen (15) days within which it must match the price, quantity, and contract term (not to exceed the applicable term matching cap, if any) offered in the best bid in order to retain its firm capacity; provided, however, in the event the bidder bids a negotiated rate higher than the effective maximum rate, SHIPPER shall only be required to match the bid at the maximum rate applicable to the service in order to retain its capacity. If Customer matches the best bid, then Southern LNG and Customer will enter into a new firm Service Agreement reflecting the terms of Customer's matching bid. If Customer fails to match the best bid within the time allowed by Southern LNG, then Customer's existing firm Service Agreement will be subject to pregranted abandonment upon the effective termination date of Customer's Service Agreement, and Southern LNG will enter into a new firm Service Agreement of even date with the party or

parties offering the best bid.

Effective Date: 11/19/2007 Status: Effective
FERC Docket: RP08- 25-000

First Revised Sheet No. 74 First Revised Sheet No. 74 : Effective
Superseding: Original Sheet No. 74

GENERAL TERMS AND CONDITIONS
(Continued)

Southern LNG will post the winning bid and bidder on SoNet within 48 hours after awarding the capacity.

If Southern LNG does not receive any bids for Customer's capacity or any bids, which are acceptable to Southern LNG, then Customer shall have the right to retain its firm capacity at the maximum rate applicable thereto, or any discount or negotiated rate agreed to by Southern LNG, for an additional term as requested by Customer. In the event Customer matches the best bid at less than the maximum rate or Southern LNG agrees to allow Customer to retain its firm capacity at a discounted or negotiated rate for an additional term then, unless otherwise mutually agreed by Southern LNG and Customer with respect to a negotiated rate, the new or amended Service Agreement shall no longer be subject to the terms of this Section 15 upon termination of said agreement. If Customer refuses to renew its firm Service Agreement at the maximum rate, absent an agreement by Southern LNG to discount, then Customer's Service Agreement shall be subject to pregranted abandonment on the effective date of termination.

If Customer gives notice to terminate its firm Service Agreement pursuant to the provisions contained therein, that Service Agreement shall be subject to pregranted abandonment on the effective date of Customer's termination notice.

GENERAL TERMS AND CONDITIONS
(Continued)

16. CUSTOMER RELEASE OF FIRM CAPACITY

16.1 General:

third This Section 16 sets forth the exclusive means by which a firm Customer (Releasing Customer) may, pursuant to Section 284.8 of the Commission's Regulations (18 C.F.R. § 284.8), release its capacity rights under a Service Agreement with Southern LNG to a party (Acquiring Customer).

16.2 Capacity Eligible For Release:

A Customer with a Service Agreement with Southern LNG under any firm Rate Schedule may release firm capacity for Terminal Service (in proportional amounts of storage and vaporization capacity).

16.3 Types of Releases:

(a) Permanent Release:

A Releasing Customer may release all or part of its firm capacity, with all associated receipt, storage, and delivery rights under a Service Agreement with Southern LNG, for the entire remaining term of the Service Agreement (Permanent Release) pursuant to the provisions of this Section 16.

as A Permanent Release operates as an assignment of capacity. Therefore, the Acquiring Customer must meet Southern LNG's requirements related to creditworthiness set forth in Section 2 of the General Terms and Conditions or

the applicable to the Releasing Customer's Service Agreement under the terms of a Precedent Agreement related to the expansion of Southern LNG's facilities. It will be necessary for Southern LNG to consent to the permanent release of the capacity, unless otherwise previously agreed under a precedent agreement for construction of Southern LNG's facilities for an assignment to an Affiliate or Joint Venture Partner, or unless the credit support provided by the Releasing Customer remains in place to support the Acquiring Customer's capacity, such consent not to be unreasonably withheld. In any event, Southern LNG shall allow

a permanent release if the Acquiring Customer meets the credit requirements in Section 2.1 (d) and all other applicable requirements of the General Terms and Conditions. Upon the permanent release, Releasing Customer's credit support

shall be proportionately decreased in relation to the capacity transferred to the Acquiring Customer and the credit requirements associated with any such

permanent release shall not result in an increase in value of the credit requirements associated with all such capacity. The Acquiring Customer shall be required to execute a separate Service Agreement with Southern LNG for the released

capacity (i) at the discounted, negotiated, or maximum rate applicable to Releasing Customer's Service Agreement (and attachments thereto) and (ii) for the primary term remaining under the Releasing Customer's Service Agreement with Southern LNG, unless Southern LNG agrees otherwise in a nondiscriminatory manner. Furthermore, the Acquiring Customer must contract for the Receipt Point and Delivery Point specifically set forth in a Releasing Customer's Offer of firm capacity under Section 16.6 below.

GENERAL TERMS AND CONDITIONS
(Continued)

permanent or
respect
on a
reasonable given
charges

The Acquiring Customer then has the right to release its capacity on a temporary basis under the terms and conditions of this Section 16. Upon the successful completion of a Permanent Release, the Releasing Customer shall be responsible only for those charges under its Service Agreement incurred with to the released capacity prior to the effective date of the Permanent Release hereunder, as well as charges it continues to incur for capacity not released permanent basis; provided, however, that Releasing Customer shall, if the circumstances of a particular permanent release, remain responsible for incurred after the effective date of the release.

(b) Temporary Release:

associated
LNG, on
Release),

A Releasing Customer may release all or part of its firm capacity, with all receipt, storage, and delivery rights under a Service Agreement with Southern a temporary basis (i.e., for a term less than the remaining term) (Temporary pursuant to one of the following methods and the further provisions of this Section 16.

(1) Firm Temporary Release:

for a
16.5
contract
be
on any

A Releasing Customer may temporarily release capacity on a firm basis specified term without a right of recall, except as provided in Section below. The minimum term for any Firm Temporary Release shall be one day. All Firm Temporary Releases exceeding one (1) contract day must offered for a consecutive number of days, but the release can commence day during the month.

(2) Temporary Release Subject to Recall:

may
Releasing
the
term for
day

Subject to the provisions of Section 16.3(b) (3), a Releasing Customer temporarily release capacity subject to a right of recall by the Customer upon the occurrence of the condition precedent specified in Releasing Customer's Offer under Section 16.6(c) below. The minimum any Temporary Release Subject to Recall shall be one contract day. Any Temporary Release Subject to Recall offered for more than one contract must be offered for a consecutive number of days, but the release can commence on any day during the month.

GENERAL TERMS AND CONDITIONS
(Continued)

(3) Recall Rights:

which
however,
conditions
with the
nondiscriminatory and

A Releasing Customer has the right to define the condition(s) precedent will result in a recall of the released firm capacity; provided, that the condition(s) shall not be inconsistent with the terms and of the Releasing Customer's Service Agreement with Southern LNG nor provisions of Southern LNG's FERC Gas Tariff. Furthermore, the recall conditions specified by the Releasing Customer must be identifiable events.

recall
Southern LNG
either
capacity

A Releasing Customer exercising its right to recall its capacity, may its capacity, i.e. reactivate its capacity, by giving notice to through SoNet Premier, however, the service flexibility available to the Releasing Customer or Acquiring Customer(s) for the subject should not be less as a result of such recall (NAESB 5.1.3).

at the
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cycle on
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Nomination
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due;
Nomination
5.3.44).

A Releasing Customer may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) Daily Nomination cycle, the Evening Nomination cycle, and recall released capacity at the Intraday-1 and Intraday-2 Nomination cycles by providing notice to Southern LNG, and the first Acquiring Customer, by following times for each cycle: 8 a.m. CCT for the Daily Nomination the day that Daily Nominations are due as set forth in GT&C Section 3:00 p.m. CCT as an Early Evening notification for the Evening cycle on the day that Evening Nominations are due; 5:00 p.m. CCT for Evening Nomination cycle on the day that the Evening Nominations are 7:00 a.m. CCT for the Intraday-1 Nomination cycle on the day that the Intraday-1 Nominations are due, and 2:30 p.m. for the Intraday-2 cycle on the day that the Intraday-2 Nominations are due (NAESB

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Notification to Acquiring Customers will be provided by Southern LNG, pursuant to GT&C Section 14 above, within one hour of receipt of any notifications received between 7:00 a.m. and 5:00 p.m. For all recall notifications received between 5:00 p.m. and 7:00 a.m., notifications Acquiring Customers will be provided by Southern LNG no later than 8:00 CCT (NAESB 5.3.44 and 5.3.45). The recall notice shall specify the nomination period for the specified effective gas day as well as any information needed to uniquely identify the capacity being recalled. This notice should indicate whether penalties will apply for the gas day for quantities are reduced due to a capacity recall (NAESB 5.3.48 &

5.3.49). The
least
14.4

obligation of Southern LNG to provide notification is waived until at
one of the addresses has been provided as set forth in GT&C Section
(NAESB 5.3.47).

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-395-000

First Revised Sheet No. 77A First Revised Sheet No. 77A : Effective
Superseding: Substitute Original Sheet No. 77A

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The Releasing Shipper should provide in its notification to Southern quantity in terms of adjusted total released capacity entitlements the Elapsed Prorata Capacity (EPC) (NAESB 5.3.55). The EPC shall mean portion of the capacity that would have theoretically been available prior to the effective time of the intraday recall based upon a hourly use of the capacity (NAESB 5.2.3). In the event of an intra-day capacity recall, Southern LNG should determine the allocation of between the Releasing Shipper and the Acquiring Customer(s) based upon EPC (NAESB 5.3.56). Southern LNG is not obligated to deliver in excess the total daily contract quantity of the release (NAESB 5.3.57). The of capacity allocated to the Acquiring Customer(s) should equal the released capacity less the recalled capacity that is adjusted based EPC (NAESB 5.3.58).

A Releasing Customer must notify, or cause to be notified, the first Acquiring Customer at the same time it provides notice to Southern LNG forth above under the form of notification agreed upon by Releasing and Acquiring Customer (NAESB 5.3.44(i) (a) & 5.1.2) in a manner that permit affected parties sufficient time to place nominations or take corrective actions to avoid penalties (NAESB 5.1.4). Affected Acquiring Customer should manage internal distribution of modifications of recall received from Southern LNG (NAESB 5.3.52). Southern LNG has the right on a Releasing Customer's notice and a Releasing Customer shall defend indemnify Southern LNG against any claims, losses, liabilities, or resulting from claims by the Acquiring Customer that it was not that capacity was not recalled in accordance with the recall rights by the Releasing Customer in its Offer.

If, following the recall, time remains in the term for which the temporarily released, the capacity shall revert back to the last Customer upon notice given by the Releasing Customer in the same manner time as set forth above for exercising a recall of capacity prior to contract day on which the capacity is to again be released. If the recall no time remains in the term for which the capacity was temporarily released, the capacity rights shall remain with the Customer either for continued utilization by Releasing Customer or for release again pursuant to this Section 16. When capacity is recalled, may not be reput for the same gas day (NAESB 5.3.53). The deadline for notifying Southern LNG of a reput is 8:00 a.m. on the day that

nominations

are due for the Daily Nomination Cycle set forth above in GT&C Section 12.1(c) (NAESB 5.3.54).

GENERAL TERMS AND CONDITIONS
(Continued)

(4) Secondary Release of Firm Capacity:

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Releasing
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capacity,

An Acquiring Customer who has acquired capacity hereunder on a basis may subsequently release the capacity it has acquired, as set the Addenda to its Capacity Release Service Agreement(s), in accordance the terms of this Section 16. The Acquiring Customer thereby becomes a Releasing Customer. A Secondary Release of capacity cannot operate to release greater capacity rights than the capacity acquired by the Customer. Furthermore, to the extent that a Releasing Customer capacity subject to a right of recall, the capacity then released by Releasing Customer, and any subsequent Secondary Release of the shall also be subject to the right of recall.

(c) Prearranged Release of Capacity:

on a
unless it
release is:

A Releasing Customer who wishes to release its capacity to a prearranged bidder temporary basis may do so without posting an offer for its firm capacity, elects to post its offer for competitive bidding, if the proposed capacity

- (i) for a term of thirty-one (31) days or less,
- (ii) for a term of more than one (1) year for which customer has obtained a Prearranged Customer and the Prearranged Customer is paying the maximum rate
- (iii) and all other terms and conditions of the release are met, to an asset manager as defined in Section 284.8(h) (3) of the Commission's regulations, or
- (iv) to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h) (4) of the Commission's regulations.

Commission's
as
be
shall be

If such prearranged bid qualifies under (i)-(iv) above, the release shall not subject to the competitive bidding requirements of Section 16.6 below, but subject to all other provisions of this Section 16.

or
extend,
days or
The 28-
that is
bidding set

Unless capacity is released pursuant to either an asset management arrangement state-regulated retail access program, a Releasing Customer may not roll over, or in any way continue the release to the same Acquiring Customer using the 31 less bidding exemption until 28 days after the first release period has ended. day hiatus does not apply to any re-release to the same replacement shipper posted for bidding or that qualifies for any of the other exemptions from forth herein.

or
number of

The minimum term for a release of capacity for a period of thirty-one (31) days less shall be one (1) contract day and the term must be for a consecutive

days.

The timetables set forth in Appendix D hereto shall not apply to the non-posted releases set forth above, except for those releases of 31 days or less which

the

Releasing Customer elects to post for competitive bidding.

GENERAL TERMS AND CONDITIONS
(Continued)

Customer Under any type of non-posted release, the Releasing Customer and Acquiring
The shall notify Southern LNG electronically on SoNet of the terms of the release.
be offer and bid for a prearranged release of capacity on a permanent basis shall
deadline for entered into SoNet by 5:00 p.m. two business days prior to the nomination
prequalified the effective date of the release. The Acquiring Customer must also be
on pursuant to the requirements of Section 16.6(e) below. Southern LNG shall post
16.3(c) as SoNet the terms of a prearranged release entered into under this Section
date of soon as possible, but no later than forty-eight (48) hours after the effective
such released transaction.

(d) For purposes of bidding and awarding, any maximum and/or minimum rates
specified by the Releasing Customer shall include the tariff reservation rate and all demand
releases charges, specified as a total number or as stated separately. For temporary
rates that become effective on or after July 30, 2008, the maximum and/or minimum
For specified by the Releasing Customer may exceed the maximum tariff rate for the
with terms applicable service if the term of the proposed release is one (1) year or less.
the purposes of applying any rate cap applicable to temporary capacity releases
of more than one year, the maximum rate shall be the maximum rate set forth in
applicable Rate Schedule.

16.4 Releasing Customer's and Acquiring Customer's Obligations:

(a) Acquiring Customer:
To bid on capacity offered under one of the types of Temporary Releases set
forth in Section 16.3(b) or (c) above, the bidder must be (i) preapproved for credit and
(ii) have executed a Temporary Capacity Release Service Agreement (sometimes
referred to herein as "Service Agreement"), as more particularly set forth in Section
16.6(e) below.

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-395-000

First Revised Sheet No. 80 First Revised Sheet No. 80 : Effective
Superseding: Original Sheet No. 80

GENERAL TERMS AND CONDITIONS
(Continued)

bidder
Agreement, as
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5.3.59) .
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Service
in the
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its
applicable
16.3(b) is
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resulting
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applicable
LNG's

To bid on capacity for a Permanent Release under Section 16.3(a) above, the
must (i) be preapproved for credit and (ii) have executed a firm Service
more particularly set forth in Section 16.6(e) below. Southern LNG will not
release offers to Customer until and unless Customer meets Southern LNG's
creditworthiness requirements applicable to all services that it receives from
Southern LNG, including the service requested by the capacity release (NAESB
Any bid submitted and not withdrawn by the end of the bid period will legally
bidder to the terms of the bid if Southern LNG chooses that bid as the "best
under Section 16.6(h) below. Once a bid on an Offer for a Permanent Release of
capacity is accepted, the Acquiring Customer shall execute an amendment to its
Agreement with Southern LNG to utilize the capacity under the terms set forth
accepted bid and the terms and conditions of Southern LNG's Tariff applicable
capacity released. Before an Acquiring Customer may execute an amendment to
Service Agreement with Southern LNG to utilize released capacity, the Acquiring
Customer must satisfy all of Southern LNG's requirements relating to the
Rate Schedule.
Once a bid on an Offer for a Temporary Release of capacity under Section
accepted, Southern LNG will issue an Addendum to the Service Agreement
terms of the bid and the Acquiring Customer agrees that the Addendum to its
Agreement provided by Southern LNG shall be binding without further execution.
Once the Acquiring Customer electronically executes its Service Agreement
from a Permanent Release or Southern LNG provides the Acquiring Customer an
to its Service Agreement, the Acquiring Customer becomes an existing Customer
separate contract quantities like any other Customer and is subject to the
provisions of Southern LNG's Tariff, including but not limited to Southern
billing, payment, and operational provisions.

GENERAL TERMS AND CONDITIONS
(Continued)

(b) Releasing Customer:

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The Releasing Customer shall remain fully liable on its existing Service with Southern LNG for the payment of all reservation charges for the contract which has not been released permanently, associated surcharges, fixed charges, and direct bills owing to Southern LNG each month under the existing Service well as for services performed for the Releasing Customer under its firm Agreement with respect to any capacity not released.

16.5 Billing and Payment:

Southern LNG

An Acquiring Customer shall be billed by Southern LNG and shall make payments to in accordance with the terms of its executed Service Agreement.

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On the Releasing Customer's bill for a month in which it released capacity on a temporary basis, Southern LNG shall credit all reservation charge revenues billed by LNG to the Acquiring Customer for the released capacity; provided, however, that in the event the Acquiring Customer fails to pay Southern LNG for any part of the amount credited to the Releasing Customer's bill, Southern LNG reserves the right, after it exhausts any credit it has on file for the Acquiring Customer, to reverse the credit on the Releasing bill in a later month up to the unpaid amount plus interest. If the Acquiring Customer fails to pay its reservation charges pursuant to the provisions of GT&C § 15, then the Releasing Customer shall have the right to recall its capacity by notifying the Acquiring Customer and Southern LNG pursuant to the provisions of Section 16.3(b)(3) above. Southern LNG shall provide Releasing Customer with e-mail notification within a reasonable time if Southern LNG sends any of the following formal notices to Acquiring Customer:

notice
default or
provided

- (1) Notice regarding the Acquiring Customer's past due, deficiency, or default status pursuant to Section 15 hereof;
- (2) Notice regarding Acquiring Customer's suspension of service notice;
- (3) Notice regarding Acquiring Customer's contract termination notice due to credit-related issues; and
- (4) Notice that the Acquiring Customer is no longer creditworthy and has not provided credit alternative(s) pursuant to Section 2.1(d) hereof (NAESB 5.3.60).

Customer. To
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All reservation charge credits to the Releasing Customer's bill shall be final and nonreversible upon Southern LNG's receipt of payment therefor from the Acquiring Customer. To the extent Exhibit C or F, as applicable, of a Releasing Customer's firm Service Agreement provides for the following, Southern LNG shall not be required to credit all reservation charge revenues billed to the Acquiring Customer when the Releasing Customer pays a discount or negotiated rate at less than the maximum recourse rate and would otherwise receive credits in excess of such discounted or negotiated rate.

GENERAL TERMS AND CONDITIONS
(Continued)

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The Acquiring Customer shall be obligated to pay Southern LNG the Reservation Charge in the award, plus all surcharges and fuel, applicable to the volumes that Southern LNG receives or delivers under the Acquiring Customer's Service Agreement. Southern LNG will the charges, surcharges, and fuel it receives from the Acquiring Customer. If any of maximum recourse rates billed to and paid by the Acquiring Customer under its Service exceed the maximum recourse rate which the Commission determines to be just and if Southern LNG is ordered to make refunds, then the Acquiring Customer shall be receive refunds to the extent of any payments it made in excess of the maximum recourse the Commission subsequently determines to be just and reasonable. For releases that effective on or after July 30, 2008, the rate paid by the Acquiring Customer in any release transaction with a term of one (1) year or less which is not subject to the rate cap will be deemed to be a final rate and is not subject to refund.

16.6 Offer and Bid Procedures:

(a) Offer/Bid Schedule:

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The minimum days and times by which both offers and bids for releases of be electronically transmitted to Southern LNG in accordance with the procedures forth in Section 16.6(c) and Section 16.6(f) below, as well as other minimum required by Southern LNG for successful completion of the bid/offer cycle, are forth in Appendix D to these GT&C. The timetables in Appendix D set forth the deadlines for standard offers to release capacity (i.e., those which contain no special terms and conditions). Offers which contain special terms and including but not limited to contingencies or best bid and tie breaker criteria than those set forth in Sections 16.6(h) and (i) below, are deemed to be offers and shall require additional evaluation time. Releasing Customer must Offer in sufficient time to allow the release to occur on the date offered, schedule to be applied and any extensions of that schedule allowed by the Customer in its Offer.

The Releasing Customer may post its Offer earlier than the day set forth in the applicable timetable in Appendix D, thereby extending the bid period for such If it posts its Offer early, the Releasing Customer may alter the bid deadline the deadline for removing contingencies by changing them to an earlier date so as the interval between each deadline is no shorter than the intervals set the applicable timetable in Appendix D.

GENERAL TERMS AND CONDITIONS
(Continued)

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If the Releasing Customer allows contingent bids to be submitted, each bidder submitting a valid, contingent bid must notify Southern LNG, by the deadline in the applicable Appendix D timetable unless the Releasing Customer specified deadline pursuant to the foregoing procedures, that the contingency has been and that the bid is to remain eligible for processing.

(b) Offer of Capacity:

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Pursuant to the applicable schedule established in Section 16.6(a) above, a desiring to release capacity shall post on SoNet, on the standard form provided Southern LNG on SoNet, an offer of capacity (Offer), except as provided Section 16.3(c) above. Southern LNG shall date and time stamp all offers as received and shall post each Offer if it is complete, unless the Releasing specifies a delayed time and date for its Offer to be posted. In that event, LNG shall post the Offer at the time specified by the Releasing Customer, that such time does not conflict with the deadlines set forth in Appendix D. The Releasing Customer agrees that its posted Offer specifically is subject to the following conditions:

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(1) If two or more Releasing Customers wish to combine Offers of capacity one Offer, then the capacity must be released for the same term, and Releasing Customer must appoint in writing or through SoNet to Southern prior to the posting of such an Offer, the same agent for purposes of submitting a joint Offer.

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(2) A Releasing Customer offering to release capacity may not inject LNG that portion of its MSQ unless and until it is determined that the Customer will retain that capacity. Rather than complying with this restriction, the Releasing Customer may condition its release of the bidder's agreeing to buy the quantity of

GENERAL TERMS AND CONDITIONS
(Continued)

LNG, if any, that the Releasing Customer fails to withdraw (or transfer to another Customer) from the offered capacity by the effective date of the release. The Releasing Customer and Acquiring Customer shall administer the sales transaction at the offered price; Southern LNG's only responsibilities consist of (i) notifying both parties of the volume of LNG remaining in the released storage capacity, as that volume becomes known by Southern LNG; and (ii) effecting the transfer of that volume on its books as it relates to each customer's LNG.

- (3) Once a Releasing Customer's Offer is posted, the offer remains binding until withdrawn by the Releasing Customer at any time during the bid period when (i) unanticipated circumstances justify and (ii) no minimum bid has been made.
 - (4) For releases that become effective on or after July 30, 2008, the release of firm capacity must commence within one (1) year of the date upon which Southern LNG is notified if the reservation charge requirement is in excess of the maximum tariff rate and the term of the proposed release is for one (1) year or less.
- (c) Releasing Customer's Offer:

A Releasing Customer's Offer shall include, among other things, the following standard information:

- (1) the name of the Releasing Customer;
- (2) the Rate Schedule under which Customer proposes to release capacity;
- (3) the contract number(s) of the Releasing Customer's Service Agreement(s);

GENERAL TERMS AND CONDITIONS
(Continued)

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- (4) whether the release is permanent or temporary;
 - (5) if a temporary release:
 - (A) whether the release is firm or subject to a right of recall;
 - (B) if subject to recall, then the identifiable condition(s) upon which the recall right will be asserted;
 - (C) if subject to recall, then whether the reservation charge paid the Acquiring Customer is to be pro rated for any days on capacity is actually recalled;
 - (D) if subject to recall, then the minimum number of days' notice recall that the Releasing Customer will give prior to the deadline for the effective date of the recall;
 - (E) if subject to recall, whether the release is recallable on a early evening, evening, Intraday-1 or Intraday-2 recall period (NAESB 5.3.50);
 - (F) if subject to recall, whether the recall notification must be provided on a business day (NAESB 5.3.51); and
 - (G) whether a Secondary Release may be made by the Acquiring (NAESB 5.3.19).
 - (6) the amount(s) of capacity, expressed as MSQ, to be released and whether for less than the full volume offered are acceptable and, if so, Releasing Customer wants the full capacity awarded to multiple bidders in the order of best bid;
 - (7) the proposed effective date of the release, term of the release and bids for less than the full term offered are acceptable;
 - (8) whether the offer is subject to a Prearranged Bid and, if so, (i) the and DUNS number for the Prearranged Bidder;
 - (9) any minimum reservation charge (inclusive of reservation surcharges) or percentage of the maximum reservation charge at which the bids must whether the bids on the reservation charge (inclusive of reservation surcharges) should be submitted on a volumetric rate basis or, for that become effective on or after July 30, 2008, any minimum charge requirement (inclusive of reservation surcharges) which is in of the maximum tariff rate for the applicable service if the term of proposed release is one (1) year or less;

GENERAL TERMS AND CONDITIONS
(Continued)

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- (10) if bids on a volumetric rate basis are acceptable, whether the volume a minimum daily commitment for billing purposes (i.e., the Acquiring Customer's monthly bill and the Releasing Customer's monthly credit no less than the volume bid multiplied by the volumetric rate bid by the number of days in the month that the release was in effect);
 - (11) whether contingent bids may be submitted and the deadline for removing such contingencies;
 - (12) pursuant to the provisions of Section 16.6(a), any extensions in the deadlines established in Section 16.6(a);
 - (13) the economic criteria, if any, to be utilized by Southern LNG in the "best bid" (these criteria to be (i) objectively stated, (ii) to all bidders, and (iii) nondiscriminatory);
 - (14) a non-discriminatory tie breaker, if any, to be utilized in determining "best bid" in the event two or more bids generate equal revenues;
 - (15) if capacity is released under a Firm Rate Schedule:
 - (A) the Delivery Point(s) at which released and the Point Code(s);
 - (B) the Receipt Point(s) at which released and the Point Code(s);

GENERAL TERMS AND CONDITIONS
(Continued)

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(16) whether the Releasing Customer will either (i) agree to the restriction injections under Section 16.6(b)(2) above or (ii) sell to the Acquiring Customer the LNG that Releasing Customer fails to withdraw or transfer effective date of the release and, if so, the price asked for that LNG;

(17) whether or not the Releasing Customer will repute the capacity to the Acquiring Customer at the end of its recall of the capacity;

(18) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the regulations, and the volumetric level of the asset manager's delivery purchase obligation and the time period during which that obligation is effect under the asset management arrangement; and

(19) whether the proposed release is to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of Commission's regulations.

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Southern LNG will provide the following information with each Offer: (i) the reservation charge (and reservation surcharges) applicable to the capacity released, (ii) the reservation charge (and reservation surcharges) converted to load-factor volumetric rate if the Offer requires bids on a volumetric rate (iii) the date and time the Offer was posted on SoNet, and (iv) the date and bid period ends.

(d) Prearranged Bidders:

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A Releasing Customer must identify in its Offer any "Prearranged Bid" to be the firm capacity offered for release. However, the "Prearranged Bidder" must meet all of the requirements established for bidders pursuant to Section below. A Prearranged Bidder must also submit its bid in accordance with Section 16.6(f) below.

For bids on Offers in which the Prearranged Bidder tenders a bid for the capacity at the maximum reservation charge applicable to the Releasing service or at a higher reservation charge applicable to releases that become on or after July 30, 2008 when the term proposed is for one (1) year or less release takes effect on or before one (1) year from the date on which the notified of such release, for the full volume, capacity, and term offered by Releasing Customer, and the Prearranged Bidder satisfies all of the Section 16.6(e)-(g) below, then the Prearranged Bid will be deemed the "best Southern LNG shall thereafter post on SoNet Premier, as set forth in Section above, the identity of the Prearranged Bidder, and the terms upon which the

capacity

was released.

GENERAL TERMS AND CONDITIONS
(Continued)

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In all other situations, but except in those situations where Releasing not required to post the Offer as set forth above in Section 16.3(c), the Bid shall constitute the minimum bid price for all other bidders, and shall be on the Releasing Customer's Offer as the minimum bid. If Southern LNG does not receive any better bid by the date on which all bids are due, then the shall be deemed the best bid. If Southern LNG does receive a better bid by the on which all bids are due, then the Prearranged Bidder shall have the right to the terms of the better bid by the deadline established in Section 16.6(a) the Prearranged Bidder matches the better bid, then the Prearranged Bidder deemed to have made the best bid.

(e) Prequalified Bidder Requirements:

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(1) All parties desiring to bid on capacity offered by a Releasing Customer be prequalified by Southern LNG as creditworthy before submitting a bid Offer of released capacity. Unless Southern LNG agrees it has already determined the bidder to be creditworthy or to have suitable credit on with Southern LNG, the potential bidder must submit to Southern LNG the information set forth in GT&C § 2.1(a) to enable Southern LNG to the party's creditworthiness. A bidder's creditworthiness shall be on the same basis as a Customer's creditworthiness under the terms of Tariff applicable to the capacity being offered. If the potential fails to demonstrate creditworthiness, then the bidder may still if it provides one of the credit alternatives set forth in GT&C § 2. party does not prequalify pursuant to this Section 16.6(e), then the shall not bid on a Releasing Customer's Offer.

(2) Prior to submitting a bid on a Permanent Release of capacity offered by Releasing Customer, the bidder must submit to Southern LNG on SoNet a Service Request Form, in the form set forth in Appendix A to the GT&C, the released capacity on which the bidder intends to submit a bid.

GENERAL TERMS AND CONDITIONS
(Continued)

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(3) Prior to submitting a bid on a Temporary or Permanent Release of offered by a Releasing Customer, the bidder must request and execute a Service Agreement in the form set forth in this Tariff. A potential shall request a Service Agreement by submitting to Southern LNG on valid Request Form in the format set forth in Appendix A to the GT&C. parties shall execute the Service Agreement electronically through followed by written execution as soon as possible. If a temporary the terms of each winning bid shall be set forth on an addendum to the Acquiring Customer's applicable Service Agreement. If a permanent the terms of each winning bid shall be set forth on an amendment to the Acquiring Customer's applicable Service Agreement.

(f) Bidding Procedures:

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All bids on a Releasing Customer's Offer, except as provided in Section 16.3(c) shall be transmitted electronically to Southern LNG on SoNet in the standard provided on SoNet. Southern LNG shall date and time stamp all bids as they are received. Southern LNG shall post for viewing by other parties during the bid all bids, if complete, received on a Releasing Customer's Offer, except for the of the bidders. A separate bid shall be submitted for each separate Releasing Customer's Offer on which a bidder wishes to bid. The price bid on any Offer capacity must be submitted on a reservation charge basis unless the Offer bids on a volumetric rate basis are required.

The bid shall include, among other things, the following information included standard bid form on SoNet:

- (1) the bidder's name;
- (2) the bidder's DUNS number;
- (3) the Offer number and contract number(s) of the Releasing Customer's Agreement(s) on which the bid is being made;

GENERAL TERMS AND CONDITIONS
(Continued)

- (4) the Reservation Charge bid for the released capacity or the Reservation Charge bid at a volumetric rate per Dth if required by the Offer;
- (5) whether the bidder is a Prearranged Bidder;
- (6) the term for which the bid is being made, if the Offer allows bids on less than the term offered;
- (7) if the Offer allows bids on less than the full capacity offered, then the capacity requested, expressed in MSQ;
- (8) the bidder's Service Agreement number;
- (9) if contingent bids are allowed by the Offer, then a description of the contingency;
- (10) the information required by Section 250.16 of the Commission's Regulations (18 C.F.R. § 250.16) to the extent necessary to allow Southern LNG to comply with its reporting/posting requirements.

A bidder may withdraw its bid on an Offer at any time prior to the end of the bid period, but any subsequent bids submitted by the bidder on that Offer during the bid period must equal or exceed the bidder's previous bid(s).

(g) Southern LNG's Initial Review:

Upon receipt of all bids, Southern LNG shall engage in an initial review to determine the eligibility of each bid for consideration as the best bid. Any bid deemed ineligible pursuant to this Section 16.6(g) shall be eliminated from consideration. A bid shall be deemed ineligible if:

GENERAL TERMS AND CONDITIONS
(Continued)

and (1) the bid (or bidder) does not comply with all of the terms, conditions,
deadlines of this Section 16; or

limits; or (2) the bid submitted exceeds the bidder's pre-approved credit term or

Offer; or (3) the bid does not meet the minimum terms of the Releasing Customer's

the (4) the bidder has not removed a contingency by the deadline set forth in
Offer.

(h) The Best Bid Determination:

Southern All bids that remain eligible following Southern LNG's initial review shall be
in the considered in determining the best bid. The best bid shall be determined by
LNG pursuant to the objective criteria for determining the best bid set forth
Releasing Customer's Offer.

bids If the Offer does not specify non-standard best-bid criteria, then the eligible
bid. will be evaluated by Southern LNG by multiplying the price bid times the volume

rates (18 Bids for a term of more than one (1) month that vary in price or term shall be
posted by discounted to present value based on currently effective Commission interest
revenue C.F.R. § 154.501(d)) or such other published, objective financial measure as
be the Southern LNG in advance of the offer/bid cycle. This formula will generate a
2008, number for comparison of the bids and the bid producing the most revenue shall
maximum potential Acquiring or Prearranged Customers may submit bids in excess of the
release tariff rate for the applicable service agreement if the term of the proposed
year is one (1) year or less and such release is to take effect on or before one (1)
utilized from the date on which COMPANY is notified of such release. Such rate will be
in the determination of the best bid.

GENERAL TERMS AND CONDITIONS
(Continued)

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The best bid shall be subject to the rights of a Prearranged Bidder to match in accordance with Section 16.6(d) above. If two or more bids are equivalent, they will be subject to the outcome of the tie-breaker stipulated in the Customer's Offer as explained in Section 16.6(i) below.

In its Offer the Releasing Customer may specify any best bid criteria and tie that comply with Sections 16.6(c) (13) and (14) above. However, if the Customer chooses (i) Southern LNG's best bid criteria set forth above or (ii) the following pre-programmed criteria, and one of the tie breakers listed in Section 16.6(i) below, then the Offer will be eligible for the accelerated set forth in the timetables in Appendix D to the GT&C:

- (1) Highest rate;
- (2) Price times volume (regardless of term);
- (3) Price times volume times term (net revenue); or
- (4) Present value

and the
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it has

If the best bid does not utilize all of the capacity being offered for release Releasing Customer provided in its Offer that it would accept multiple bids, then Southern LNG will award the capacity in the order of best bids until awarded all of the offered capacity.

(i) Tie Breaker:

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If two or more bids tie, and no Prearranged Bidder has agreed to match the best then the winning bid shall be determined by applying the tie breaker stipulated Releasing Customer's Offer. The Releasing Customer may specify one of the tie-breakers or a different tie-breaker that is objective, nondiscriminatory, be applied by Southern LNG.

GENERAL TERMS AND CONDITIONS
(Continued)

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If the Releasing Customer fails to specify a tie-breaker, Southern LNG shall following tie-breakers in the order shown, if necessary:

- (1) the bid generating the greatest present value of revenues over the term;
- (2) the bid submitted first in time as established by Southern LNG's date and time stamp.

(j) Notification:

SoNet shall

Service terms the and possible Acquiring terms of

Upon completion of the best bid determination, Southern LNG will notify through the party submitting the best bid (i.e., the Acquiring Customer). Southern LNG further notify all bidders through SoNet that a best bid has been accepted. If the capacity was released on a permanent basis, an amendment to the firm Agreement(s) between Southern LNG and the Acquiring Customer, incorporating the of the accepted bid, shall be tendered and executed electronically on SoNet by applicable execution deadline set forth in Section 16.6(a) above. Southern LNG the Acquiring Customer also shall execute the amendment in writing as soon as thereafter. For all other types of releases, Southern LNG shall provide the Customer an Addendum, to its applicable Service Agreement, that reflects the the Acquiring Customer's winning bid.

GENERAL TERMS AND CONDITIONS
(Continued)

Acquiring Southern LNG shall post on SoNet the details of the winning bid and the
Customer's name as soon as possible after the released capacity is awarded.
This notice shall stay on SoNet for at least thirty (30) days.

(k) If no bids are submitted by the date upon which all bids are due, the Releasing
Customer's Offer shall be removed from SoNet.

(l) All Releasing Customers and Acquiring Customers must comply with the deadlines
set forth in Section 16.6(a) above in order to avoid cancellation of their offers
or bids by Southern LNG.

16.7 Offers to Purchase Capacity:
Southern LNG agrees to post on SoNet, at a party's request, offers to purchase firm
capacity on a permanent or temporary basis pursuant to GT&C § 20. Each offer will remain on SoNet
for five (5) business days before it is removed, unless the requesting party notifies Southern
LNG prior to the expiration of any five-day period that it wishes to extend the posting for an
additional five (5) business days.

16.8 Capacity Release Nominations:
Southern LNG will permit Acquiring Customers to submit a nomination at the earliest
available nomination opportunity after the acquisition of capacity.

GENERAL TERMS AND CONDITIONS
(Continued)

17. AGENCY SERVICE

17.1 In connection with a service rendered by Southern LNG pursuant to any Rate Schedule in its service and the only on its sole the respect to that Agreement shall responsible services

Tariff, Southern LNG may agree to act as agent for its Customer to arrange for any to perform any acts (including but not limited to the receipt and payment of invoices, giving of notices, the designation of delivery and receipt points, and the scheduling of service) in connection with any service so arranged. Agency service shall be available condition and to the extent that Southern LNG and Customer have agreed, each acting in discretion, to such service and have executed a written Agency Agreement that contains terms, conditions, and fees applicable to the service and specifies the acts with which Southern LNG is to act as agent for Customer. The Agency Agreement shall provide any services arranged and any acts performed by Southern LNG under such Agency be done expressly on behalf of Customer, and that Customer shall remain primarily for the payment to Southern LNG or other provider of the fees and charges for the arranged and the acts performed on behalf of Customer.

17.2 In connection with a service rendered by Southern LNG pursuant to any Rate Schedule in its service and the service)

Tariff, a third party may agree to act as agent for a Customer to arrange for any to perform any acts (including but not limited to the receipt and payment of invoices, giving of notices, the designation of delivery and receipt points, the scheduling of in connection with any service so arranged.

GENERAL TERMS AND CONDITIONS
(Continued)

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Customer must provide Southern LNG with a written Request that Southern LNG accept the party as agent for Customer. The Request (i) shall state specifically the scope and the agency, (ii) shall state that Southern LNG is authorized to accept the actions of within the scope of its authority to the same extent as it would accept the actions of Customer, (iii) shall provide that Customer shall indemnify Southern LNG and hold it for any loss or damage occasioned by the agent's actions or Southern LNG's reliance and (iv) shall include an affidavit verifying the information contained in the Request. Request conforms with the provisions of this Section 17.2, then Southern LNG shall Customer in writing of its acceptance of the Request.

18. MARKETING AFFILIATES

with any
Informational
Postings.

Information regarding any operating facilities or operating personnel that Southern LNG shares of its marketing affiliates is available on its Internet Web Site at www.elpaso.com under

19. COMPLAINTS

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Southern LNG shall respond to any complaints that Customer or a potential Customer (as defined in Section 161.2 of the Commission's Regulations) has regarding service from Southern LNG's system forty-eight (48) hours after Southern LNG received the complaint. If the parties do not resolve the complaint within thirty (30) days after Southern LNG's receipt, Southern LNG shall respond in to the complaining party before the thirty-day period expires.

20. ELECTRONIC COMMUNICATIONS

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Southern LNG shall use Southern Natural Gas Company's computer system via the public internet for the purpose of providing its Customers and third parties equal and timely access to Southern Service Log, Standards of Conduct, including applicable postings, Index of Customers, information relevant to the availability of capacity, whether the capacity is

Effective Date: 11/19/2007 Status: Effective
FERC Docket: RP08- 25-000

First Revised Sheet No. 97 First Revised Sheet No. 97 : Effective
Superseding: Original Sheet No. 97

GENERAL TERMS AND CONDITIONS
(Continued)

available from Southern LNG or a Releasing Customer under the provisions of Section 16 above, and reports on Southern LNG's firm and interruptible services pursuant to Section 284.13 of the Commission's Regulations. Southern LNG shall also provide each Customer access through SoNet to information related to activity under its agreements with Southern LNG, such as nominations and
LNG Balance. Furthermore, Southern LNG shall administer each Customer's release of firm capacity, as
more particularly described in Section 16 above, exclusively through SoNet and shall provide to
Customer other interactive capabilities such as the ability to request service, amendments, discounts or negotiated rates; submit nominations, confirmations, and PDAs; view agent appointments under its service agreement(s); and execute or amend service agreements. It is understood and agreed that Southern LNG, through SoNet, shall make available to Customers or their designees sufficient
details to support the quantities allocated at each Delivery Point.

Unless specifically provided otherwise in this Tariff, the generic provisions of this Tariff
requiring that notices, requests, and other communications be in writing may be satisfied by submitting the communications over SoNet. All forms set forth or referenced in the Tariff will also be
maintained on SoNet for Customer's use. Service-agreement specific notices requiring communications to be in
writing remain unchanged unless agreed to otherwise by the parties. Submission of information,
communications, and execution of documents through SoNet shall be legally binding on Customer. Southern LNG will
also require written execution of Service Agreements by Customer for its records.

The bulletin board feature of SoNet will display current information first, have on-line help, a
menu of available information for ease of reference, and search functions. Any party with access to
SoNet can download information provided on SoNet's internet site. Southern LNG shall maintain and
retain daily back-up records of the information displayed on SoNet's internet site for a period of three
(3) years for purposes of restoring such information to on-line availability if there is a computer malfunction or loss. Completed transactions and posted

GENERAL TERMS AND CONDITIONS
(Continued)

information will remain on SoNet for at least thirty (30) days and then will be archived. With respect to the reports posted pursuant to Section 284.13 of the Commission's Regulations, such information will remain on SoNet Premier for at least ninety (90) days and then will be archived. Archived information will be available from Southern LNG upon fifteen (15) day's prior written notice. Copies of archived information will be made available at \$.05 per page if a paper copy is requested or \$10.00 per diskette.

To receive access to SoNet, a party must execute and comply with the terms of the SoNet Premier Agreement set forth in GT&C Appendix C. Customer or third parties accessing SoNet shall be responsible for providing all computer equipment necessary to access the internet and communicate with SoNet.

21. ANNUAL CHARGE ADJUSTMENT

21.1 Purpose:

In order to recover the annual charges assessed by the Commission under Section 382.202 of the Commission's Regulations (18 C.F.R. § 382.202) pursuant to the provisions of the Commission's Order Nos. 472 et seq., this Section 21 is established to be applicable to Southern LNG's Rate Schedules. Because Southern LNG is electing to recover the annual charges assessed by the Commission through the operation of this Annual Charge Adjustment Clause, Southern LNG does not intend to recover any annual charges recorded in Account No. 928 in any Natural Gas Act Section 4 rate case.

21.2 Basis for the Annual Charge Adjustment Charge:

The Rate Schedules specified in Section 21.1 shall include an Annual Charge Adjustment unit charge (ACA unit charge) applicable to each Dth of gas transported in the amount specified on the applicable tariff sheet. The ACA unit charge shall be added to the volumetric rate of any Rate Schedule with a reservation charge.

21.3 Filing Procedure:

As provided in Section 154.402 of the Commission's Regulations (18 C.F.R. § 154.402), changes to the ACA unit charge must be filed annually to reflect the annual charge unit rate authorized by the Commission each fiscal year.

Substitute Fourth Revised Sheet No. 99 Substitute Fourth Revised Sheet No. 99
Superseding: Fourth Revised Sheet No. 99

GENERAL TERMS AND CONDITIONS
(Continued)

22. NAESB STANDARDS

COMPANY hereby incorporates into this tariff by reference, rather than verbatim, the following NAESB business standards and recommendations which have been adopted by the Commission in its regulations at 18

C.F.R. Section 284.10(b) and 284.12. Notwithstanding this Section 40, COMPANY shall adhere to the NAESB WGQ Standards as modified by Order No. 717 and Order No. 587-T.

NAESB Standards - Version 1.8:

- 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1
- 1.1.17, 1.1.18, 1.1.20, 1.1.21, 1.1.22, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.1, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7
- 2.1.5, 2.1.6, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.18, 2.3.19, 2.3.21, 2.3.22, 2.3.23, 2.3.24, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18
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- 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.1.40, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89+, 4.3.90, 4.3.91, 4.3.92, 4.3.93
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10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-671-000

Second Revised Sheet No. 99A Second Revised Sheet No. 99A

Superseding: First Revised Sheet No. 99A

Southern LNG agrees to use, and incorporates herein by reference, NAESB's Model Trading Partner Agreement for transacting business with parties who choose to use the electronic delivery mechanism standards set forth in Section 4 of the NAESB Standards.

Southern LNG agrees to use, and incorporates by reference, NAESB's Funds Transfer Account Agreement pursuant to Version 1.8 to be used to supplement Southern LNG's General Terms and Conditions in order to appoint an agent for all transactions wherein there is a need for instantaneous transfer of title of gas from a seller to buyer to buyer's repurchaser.

Southern LNG agrees to use, and incorporates by reference, NAESB's Base Contract for Sale and Purchase of Natural Gas as well as the Model Credit Support Addendum to the Base Contract pursuant to Version 1.8 to be used to supplement Southern LNG's General Terms and Conditions to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis.

GENERAL TERMS AND CONDITIONS
(Continued)

1.4 of Southern LNG agrees to accept and provide standardized data elements for EDI pursuant to Version
the NAESB Standards, which are incorporated herein by reference. A copy of Southern LNG's
Implementation Guide for EDI transactions is available upon request.

23. OPERATIONAL FLOW ORDERS

23.1 Implementation of OFOs:

under one Whenever Southern LNG notifies affected parties that an OFO or critical period exists
specific of the provisions referenced below, such notice shall describe the condition and the
below responses required from the affected parties. Each potential OFO condition set forth
OFO, contains the amount of notice Southern LNG is required to give prior to implementing the
if applicable. Section 14 states the notification method applicable.

23.2 Types of OFOs:

adjust Southern LNG will have the right to issue an OFO to any Customer directing Customer to
is receipts or deliveries as the case may be, when in Southern LNG's sole judgment, the OFO
is required (i) to alleviate conditions that threaten the facilities' integrity, safety, or
limitation: service or (ii) to ensure compliance with the provisions contained in this Tariff.
Examples of conditions for which Southern LNG may issue OFOs include, without

- quantities to
- (a) Failure of Customer to nominate and schedule deliveries in sufficient
timely accommodate receipt by Southern LNG from Customer's vessel(s);
 - (b) Force majeure or operating condition pursuant to Section § 8.3;
 - (c) Non-compliance with curtailment orders, when non-compliance threatens the
integrity of Southern LNG's facilities,
 - (d) Failure of Customer to tender LNG for receipt as scheduled, when the failure
interferes with Southern LNG's ability to provide scheduled service or with
prudent operation of the facilities;

Substitute Original Sheet No. 101 Substitute Original Sheet No. 101 : Effective
Superseding: Original Sheet No. 101

GENERAL TERMS AND CONDITIONS
(Continued)

its (e) The release of capacity under Section 16, if releasing Customer does not reduce LNG Balance accordingly;

its LNG (f) The recall of capacity under Section 16, if acquiring Customer does not reduce Balance accordingly; or

(g) Failure of Customer to cycle receipts of LNG pursuant to Section § 10; or

with (h) Failure of Customer to arrange for the receipt of scheduled deliveries when the failure interferes with Southern LNG's ability to provide scheduled service or prudent operation of the facilities.

23.3 If an OFO directs Customer to withdraw and take delivery of LNG or vaporized LNG, and Customer fails to nominate and schedule as directed, then Southern LNG may, as provided in the applicable Rate Schedule, take title to those quantities free and clear of any adverse claims. Customer shall indemnify Southern LNG and hold it harmless from all costs, damages, and liabilities arising out of the failure of the Customer to remove such quantities and the disposal of such quantities by Southern LNG, including storage charges under the applicable rate schedule. Southern LNG shall be permitted to sell the quantities to which it takes title in accordance with this Section 23. Crediting of Southern LNG's net proceeds under this section is set forth in Section 26 of the GT&C of this Tariff.

23.4 An OFO may be issued on a contract basis for all or a portion of the facilities. An OFO issued by 10:00 a.m. on a Gas Day will generally be effective at the beginning of the following Gas Day. When operating conditions threaten the terminal's integrity, three hours notice, or lesser notice if necessary, may be given. An OFO may be issued for a specific period of time or until further notice is given. Before issuing an OFO, Southern LNG will attempt to remedy those operating conditions through requests for voluntary action7 provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

GENERAL TERMS AND CONDITIONS
(Continued)

- actual 23.5 Nothing shall limit Southern LNG's right to take action as required to physically adjust receipts and actual deliveries of Gas in order to alleviate conditions that threaten the integrity of the facilities.
- under 23.6 Southern LNG will provide Customer with as much advance notice of OFO's as is reasonable in then existing conditions through SoNet, and pursuant to the notice provisions set forth effective, in Section 14.3 above. The notice will provide the time and date the OFO is to become the the time the OFO is expected to remain in effect, the action required of the Customer, issuing reason for issuing the OFO, together with operating variables providing the basis for Ordinarily, the order, and any other information which may be required in the circumstances. effective. the notice will be issued by 10:00 a.m. CT on the Gas Day before the OFO is to be The OFO will ordinarily become effective at 9:00 a.m. CT on the following Gas Day.
- 23.7 Follow-up Reports
- Premier, Within 30 days after lifting an OFO, Southern LNG shall provide, via posting on SoNet explains a report which details the underlying causes which warranted the issuance of the OFO, and why the actions required by the OFO were necessary to alleviate the identified problems, provides the factors that caused the OFO to be lifted.
- 23.8 Indemnity
- suppliers, (a) Southern LNG shall have no responsibility to inform Customer's end users, other transporters or any others involved in the transaction, as to any OFO.
- damages, (b) Customer shall indemnify Southern LNG from and against any and all losses, incurred, or expenses, claims, suits, actions, and proceedings whatsoever threatened, initiated as a result of Southern LNG's performance under this Section 23.

GENERAL TERMS AND CONDITIONS
(Continued)

24. FUEL & ELECTRIC POWER CHARGE ADJUSTMENTS

24.1 CUSTOMER'S PRO RATA SHARE OF FUEL AND LOST AND UNACCOUNTED FOR GAS

(a) Delivery of Equivalent Volume for the Account of Customer:

Southern LNG

shall

for

Subject to the applicable Rate Schedule and Customer's Service Agreement,

shall be obligated to deliver only an equivalent volume of vaporized LNG for Customer's account. As used in the preceding sentence, an "equivalent volume"

mean the sum of the quantities of LNG expressed in Dth received by Southern LNG

Customer's account at the Receipt Point during a given billing month reduced by Customer's pro rata share of (i) gas required for operations (GRO) and (ii) gas otherwise lost and unaccounted for (LAUF).

(b) Definitions:

As used in this subsection, these terms shall have the following meaning:

gas

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for

include

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are

next

reduced by

LNG's

(i) Pro rata share - The term "pro rata share" shall mean the ratio that

delivered by Southern LNG for the account of Customer for a month bears

the total monthly volume of gas delivered for all Customers during such month.

(ii) GRO - The term "GRO" shall consist gas used as fuel for compression,

vaporization, and power generation and gas otherwise used and accounted

in operations.

(iii) LAUF - The term "LAUF" shall mean the difference between the sum of all receipts and the sum of all output volumes, as adjusted for changes in inventory during the month; provided, however, that LAUF shall not

gas losses (i) incurred by Southern LNG as a result of its failure to

a reasonable and prudent operator or (ii) for which insurance proceeds

recovered by Southern LNG.

(c) If during a given billing month GRO and LAUF exceed deliveries, then in the

billing month with sufficient deliveries, the equivalent volume shall be

the unrecovered GRO and LAUF.

(d) Southern LNG shall provide to Customer reasonable access to data in Southern

possession regarding GRO and LAUF.

GENERAL TERMS AND CONDITIONS
(Continued)

24.2 Electric Power Charge

changes
Island
Terminal.

This section of the GT&C sets forth the procedures to reflect in Southern LNG's rates in the amounts payable by Southern LNG for electric power costs incurred at the Elba Island Terminal.

(a) Filing Procedure

- LNG's
Power
Electric
Electric
date
- (i) The Electric Power Cost rates set forth on the rate sheets of Southern Tariff may be increased to reflect a net positive change in Electric rates and shall be decreased to reflect a net negative change in Power rates.
 - (ii) Seller shall file with the Commission to reflect net changes in the Power rates at least 30 days prior to each anniversary of the beginning for the Electric Power Annual Period.

(b) Definitions

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- (i) Electric Power Annual Period - The annual period beginning on the date for the recommissioned Elba Island Terminal and each annual period thereafter.
 - (ii) Actual Electric Power Costs - The cost incurred by Southern LNG for power used at the Elba Island Terminal. Such actual cost shall include charges attributable to any period encompassed by the effectiveness of Section 24.2, including all refunds, surcharges, billing adjustments interest, positive or negative.
 - (iii) Estimated Electric Power Costs - The projected Electric Power Costs for Electric Power Annual Period.

GENERAL TERMS AND CONDITIONS
(Continued)

delivered (iv) Estimated Delivery Volumes - The projected annual volume of vaporized LNG out of the Elba Island Terminal.

which (v) Deferral Period - The period of 12 months (except the initial deferral period rates shall be 10 months) ending 2 months prior to the effective date of a change in filed pursuant to this Section 24.2.

(c) Determination of the Current Electric Power Rates
Seller shall determine the Current Electric Power Rates for each Electric Power Annual Period by the following procedures:

at the (i) The Estimated Electric Power Costs shall be summed with the balance accumulated in end of the Deferral Period in the Electric Power Deferral Account as determined accordance with Section 24.2(d).

Estimated (ii) The amounts determined in Section 24.2(c) (i) above will be divided by the Delivery Volumes.

(d) Electric Power Deferred Account (Account)
Seller shall maintain the Account for Deferral Period in accordance with the following procedures:

by (i) Seller shall determine each month the Actual Electric Power costs.

the (ii) Seller shall determine each month the actual recovery of Electric Power Costs multiplying Sellers actual volumes delivered from the Elba Island Terminal by Current Electric Power rate.

between the (iii) Each month, Seller shall determine the difference, positive or negative, difference in a amount computed in Section 24.2(d) (i) and 24.2(d) (ii) and record such Seller shall subaccount acceptable to FERC under the Uniform System of Accounts, which the designate as an Electric Power Deferred Account. Interest shall be computed on the balance in Seller's Electric Power Account, positive or negative, based on the method prescribed in the Commission's Regulations.

Effective Date: 03/01/2002 Status: Effective
FERC Docket: RP02-129-004

Original Sheet No. 105A Original Sheet No. 105A : Effective

GENERAL TERMS AND CONDITIONS (Continued) 24.3 Maintenance Dredging Cost Adjustment This section of the GT&C sets forth the procedures to reflect changes in the amounts incurred by Southern LNG for maintenance dredging of the turning basin at the Elba Island Terminal. (a) Definitions (i) Maintenance Dredging - The work required to maintain the required depth and integrity of the turning basin, channel and berths at the Elba Island Terminal, including the costs of disposing of spoil associated with such work. (ii) Maintenance Dredging Annual Period - The annual period beginning on March 1, 2002, and each annual period thereafter. (iii) Maintenance Dredging Costs - The cost for Maintenance Dredging. (iv) Actual Maintenance Dredging Costs - The actual cost incurred by Southern LNG for Maintenance Dredging. Such actual cost shall include all charges attributable to any period encompassed by the effectiveness of this Section 24.3, including all refunds, surcharges, billing adjustments and interest, positive or negative. (v) Estimated Maintenance Dredging Costs - The projected Maintenance Dredging Costs for the Maintenance Dredging Annual Period. (vi) Estimated Reservation Charge Billing Determinants - The projected annual reservation charge billing determinants, which shall not be less than 49,008,000 Dth of MSQ. (vii) Deferral Period - The period of 12 months ending December 31 prior to the beginning of each Maintenance Dredging Annual Period. (viii) Affected Rate Schedules - Affected Rate Schedules shall be Rate Schedules LNG-1 and LNG-2. (b) Filing Procedure (i) The Dredging Surcharge set forth on the rate sheets of Southern LNG's Tariff shall be increased or be decreased as set forth in this Section 24.3.

GENERAL TERMS AND CONDITIONS

(Continued)

(ii) Southern LNG shall file with the Commission an Annual Maintenance Dredging Cost Filing within at least 30 days prior to the beginning date for each Maintenance Dredging Annual Period. The Annual Maintenance Dredging Cost Filing shall provide for the reconciliation under Section 24.3(c) (iv) hereof.

(c) Maintenance Dredging Deferred Account (Account)

Southern LNG shall maintain the Account for the Deferral Period in accordance with the following procedures:

- (i) Each month, Southern LNG shall determine the Actual Maintenance Dredging Costs.
- (ii) Each month, Southern LNG shall multiply the currently effective Dredging Surcharge by the Reservation Charge Billing Determinants for the month.
- (iii) Each month, Southern LNG shall determine the difference, positive or negative, between the amount computed in Section 24.3(c) (i) and 24.3(c) (ii) and record such difference in a subaccount acceptable to FERC under the Uniform System of Accounts, which Southern LNG shall designate as a Maintenance Dredging Deferred Account. Interest shall be computed on the balance in the Maintenance Dredging Deferred Account, positive or negative, based on the method prescribed in the Commission's Regulations.
- (iv) In each Annual Maintenance Dredging Cost Filing, Southern LNG shall adjust its Dredging Surcharge, as described in Section 24.3(d) below, either positively or negatively to recover or return the balances in the applicable FERC Account No. 186 sub-account.

(d) Determination of the Dredging Surcharge

- (i) Southern LNG shall determine the Estimated Maintenance Dredging Costs for the upcoming Maintenance Dredging Annual Period.
- (ii) The Estimated Maintenance Dredging Costs shall be offset against or added to, as appropriate, the balance accumulated at the end of the Deferral Period in the Maintenance Dredging Deferred Account, as determined in accordance with Section 24.3(c).
- (iii) The amounts determined in Section 24.3(d) (ii) above shall be divided by the Estimated MSQ Reservation Charge Billing Determinants.

GENERAL TERMS AND CONDITIONS
(Continued)

25. APPLICATION OF DISCOUNTED RATES

25.1 Discounts of Reservation Charges and Surcharges:

under a
order: (1)

If Southern LNG discounts the total rate applicable on a reservation basis Customer's Service Agreement under a Firm Rate Schedule, then Southern LNG will discount the components of the total rate, as applicable, in the following Reservation Charge; (2) reservation surcharges.

25.2 Discounts of Volumetric Charges and Surcharges:

a
order: (1)

If Southern LNG discounts the total rate applicable on a volumetric basis under Customer's Service Agreement under Rate Schedule LNG-2, then Southern LNG will discount the components of the total rate, as applicable, in the following Monthly Storage Charge.

25.3 Discounted Terms:

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In the event Southern LNG agrees to discount its rate to Customer below maximum rate under any Rate Schedule, the following discount terms may be Exhibit C to the Service Agreement and will apply without the discount material deviation from Southern LNG's proforma Service Agreement; provided, any such discount shall not be less than Southern LNG's minimum rate. Such rate may apply:

(1) only to specified quantities under Customer's Service Agreement(s);
(2) only if specified quantities are achieved or are not exceeded (with maximum applicable to volumes above or below specified quantities or to all quantities specified quantities are never achieved or are exceeded);
(3) only in specified relationship to quantities actually stored or withdrawn that the rates shall be adjusted in a specified relationship to the quantities actually stored or withdrawn);
(4) only during specified periods of the year or over specifically-defined time.

GENERAL TERMS AND CONDITIONS
(Continued)

25.4 Negotiated Rates, Charges, and Surcharges

(a) Authority

- (i) Anything to the contrary provided in Southern LNG's FERC Gas Tariff notwithstanding, Southern LNG and Customer may negotiate a rate for any service under any rate schedule (Negotiated Rate). Said Negotiated Rate or Negotiated Rate formula shall be set forth on Exhibit F (LNG-1) or Exhibit B (LNG-2) to the applicable Service Agreement executed by Southern LNG and Customer. At the commencement of service pursuant to any Negotiated Rate or Negotiated Rate formula or prior to such commencement, Southern LNG shall file with the Commission either the contract or a revised rate sheet setting forth the name of Customer, the contract number, contract date and the Negotiated Rate or Negotiated Rate formula applicable to such agreement. The maximum rate set forth in Southern LNG's rate schedules applicable to the service to which the Negotiated Rate applies (Recourse Rate) shall be available for any Customer that does not execute a negotiated rate with Southern LNG.
- (ii) Negotiated Rate shall mean a rate for transportation service agreed upon by Southern LNG and Customer. Such Negotiated Rate may be greater than or less than the maximum charges stated in Southern LNG's rate schedule for that service.
- (iii) For purposes of allocation of capacity pursuant to Section 16 of the General Terms and Conditions, Customers paying a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Southern LNG's maximum rate for that service, would be deemed to have paid the maximum Recourse Rate.
- (iv) In the event that a Customer desires to exercise its right of first refusal to continue service beyond the expiration date of its firm service agreement pursuant to Section 15 of the General Terms and Conditions, the highest rate that a Customer must match is the maximum rate applicable to such service as set forth in Southern LNG's rate schedule for such service.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 106B First Revised Sheet No. 106B
Superseding: Original Sheet No. 106B

GENERAL TERMS AND CONDITIONS
(Continued)

(b) Applicability

Any provision of Southern LNG's effective FERC Gas Tariff to the contrary notwithstanding, Southern LNG and Customer may mutually agree in writing to rates, rate components, charges, surcharges, reimbursement mechanisms, or credits for services that differ from those rates, rate components, charges, surcharges, or credits that are otherwise prescribed, required, established or imposed by any applicable provision of Southern LNG's effective FERC Gas Tariff.

Exhibit F to the pro forma service agreement of Southern LNG's Tariff contains a pro forma negotiated rate agreement for service under Rate Schedule LNG-3 with provisions, whether individually or in any combination, to which COMPANY and a Customer may mutually agree and conform to the authorization in this Section 25.4 ("Pro Forma Negotiated Rate Agreement"). The Pro Forma Negotiated Rate Agreement does not, however obligate COMPANY or any Customer to agree to such provisions contained therein. among COMPANY will agree to these or similar provisions without undue discrimination similarly situated Customers.

If Southern LNG agrees to such differing rates, rate components, charges, surcharges, reimbursement mechanism, or credits, then the Negotiated Rate(s) shall be effective only for the period agreed upon by Southern LNG. During such period, the Negotiated Rate shall govern and apply to the Customer's service and the otherwise applicable rate, rate component, charge, surcharge, reimbursement mechanism, or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Customer. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Customer unless otherwise agreed. Only those rates, rate components, charges, surcharges, reimbursement mechanisms, or credits expressly agreed by Southern LNG and Customer in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, surcharges, reimbursement mechanism, or credits that are or may be remain in prescribed, required, established or imposed by Southern LNG's Tariff shall effect or shall become effective with respect to Customer. Southern LNG shall make, and Customer shall support or not oppose, any filing at the FERC necessary to effectuate a Negotiated Rate.

GENERAL TERMS AND CONDITIONS
(Continued)

26. REVENUE CREDITING MECHANISM

This section shall govern the manner in which Southern LNG provides credits for "Net Interruptible Revenues" or "Gas Sales Proceeds," defined below, collected by Southern LNG. Southern LNG will provide credits to Customers with Firm Service Agreements and with Interruptible Service Agreements.

At the end of the twelfth (12th) full calendar month after this provision becomes effective, and at the end of each subsequent twelve (12) month period, Southern LNG shall determine the Net Interruptible Revenues and Gas Sales Proceeds during the 12-month period. The Net Interruptible Revenues shall equal the revenues collected under Rate Schedule LNG-2 minus the total surcharge, commodity rate, fuel, and electric power cost adjustment (but not Dredging Surcharges) revenues billed to LNG-2 service agreements during the 12-month period, which Southern LNG shall have the right to retain. Gas Sales Proceeds shall equal the proceeds collected from the sale of Gas or LNG that Southern LNG has taken title to and disposed of pursuant to the Tariff minus any expenses incurred by Southern LNG.

The credit to Customers shall equal the total Net Interruptible Revenues and Gas Sales Proceeds less any net imbalance payments made by or plus any net imbalance payments received by Southern LNG pursuant to an operational balance agreement. The credit for Net Interruptible Revenues will be allocated pro rata to Customers based on the proportion of the revenue collected by Southern LNG through each LNG-1 Customer's Monthly Reservation Charge and each LNG-2 Customer's Monthly Storage Charge to the total Monthly Reservation Charge and Monthly Storage Charge revenues collected by Southern LNG for the 12-month period. The credit for Gas Sales Proceeds will be allocated pro rata to Customers whose gas has not been taken during the 12-month period ("Non-offending Customers") based on the proportion of the revenue collected by Southern LNG through each Non-offending Customer's Monthly Reservation Charge or Monthly Storage Charge, as applicable, to the total such charges collected from Non-offending Customers for the 12-month period. Credits under this section shall be calculated within sixty (60) days after the end of each 12-month period. Each eligible Customer shall receive its credit within thirty (30) days following the date on which the credit is calculated.

GENERAL TERMS AND CONDITIONS
(Continued)

27. MISCELLANEOUS

- discriminatory,
Tariff. A
or

Terminal
shall
regarding
- 27.1 Southern LNG may, in its sole discretion and in a manner not unduly waive any of its rights, or any of Customer's obligations, set out in this waiver shall not operate or be construed as a waiver of other or future rights obligations, whether of similar or dissimilar kind.
- 27.2 If circumstances reasonably indicate that Southern LNG is not maintaining the to applicable standards codified as Federal regulations, then Southern LNG provide to Customer reasonable access to data in Southern LNG's possession the operation and maintenance of the Terminal.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 109 Original Sheet No. 109 : Effective

GENERAL TERMS AND CONDITIONS

APPENDIX A

SERVICE REQUEST FORM

Southern LNG

Attention: Customer Services Department

Gentlemen:

_____ (Customer) hereby requests services from Southern LNG Inc. (Southern LNG) and is providing Southern LNG the following information in connection with this request:

1. Type of service requested is:

- _____ new service
- _____ new contract to bid on temporary releases of firm capacity

and:

- _____ firm service
- _____ interruptible service

2. Full legal name of Customer, Dun and Bradstreet number, type of legal entity and, if corporation, state of incorporation:

a 24- Contact person, address and telephone number for Customer in areas of responsibility shown below, hour telephone or beeper number, three contact persons for Customer for emergencies and OFOs, and a facsimile machine number (if available):

General Notices and Correspondence:

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 110 Original Sheet No. 110 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

Dispatching Notices:

Nominations/Confirmations

OFOs/Capacity Allocation

Invoices:

Emergency Contact Persons:

- (1) _____

- (2) _____

- (3) _____

Twenty-Four Hour Emergency Telephone or Beeper No: _____
Facsimile Machine No.: _____

3. Whether Customer is affiliated with Southern LNG:
_____ No _____ Yes

4. Customer is:
_____ a local distribution company (Code 1)
_____ an interstate pipeline (Code 2)
_____ an intrastate pipeline (Code 3)
_____ an end-user (Code 4)
_____ a producer (Code 5)
_____ a marketer/broker (Code 6)
_____ pipeline sales operating unit (Code 7)
_____ other (fill in) (Code 8): _____

GENERAL TERMS AND CONDITIONS
(Continued)

5. Date service is requested to commence: _____
Date service is requested to terminate: _____

To be considered a valid request service must be requested to begin _____ months of the date of the request, except if the request involves the construction of facilities or the issuance of any necessary certificate authorization to Southern LNG.

6. Maximum Storage Quantity (MSQ) requested: _____ Mcf.

7. Submit, pursuant to Section 2.1(a) of the General Terms and Conditions of Southern's LNG Tariff, (i) Customer's DUN & BRADSTREET (DUNS) number; (ii) Customer's most recent audited financial statements, annual report, Form 10-K; (iii) three credit references; and (iv) a list of affiliates, in order to enable Southern LNG to evaluate Customer's creditworthiness.

8. On Attachment A hereto, provide the information related to each of Customer's vessel(s) from which Southern LNG would receive LNG for Customer's account. Customer shall provide, as requested, any additional information that Southern LNG requires to determine whether Customer's vessel(s) will interface with Southern LNG's facilities without any modification.

Customer understands that before this request is logged in by Southern LNG, Southern LNG must receive this request form, complete and unrevised as to format. Customer hereby agrees to pay Southern LNG's currently effective rates applicable to the Rate Schedule. Customer, by its signature and seal below, represents to Southern LNG that the information above is correct and accurate.

Customer, by its signature and seal below, certifies (i) that it has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service under the service agreement requested herein; (ii) that upon the commencement of service hereunder, but not as a condition precedent thereto, Customer will provide the names of all upstream and downstream transporters involved in the transportation of gas hereunder; (iii) that Customer has title or a current contractual right to acquire title to the gas to be delivered to Southern LNG; and (iv) that Customer has all necessary permission, licenses, and certificates from all government agencies having jurisdiction over its delivery of gas to, and receipt of gas from, Southern LNG.

Very truly yours,

By _____
Its _____

[L.S.]

Date _____

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 112 Original Sheet No. 112 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

ATTACHMENT A TO APPENDIX A
SERVICE REQUEST FORM
VESSEL INFORMATION

Customer:

Cargo	LNG Tanker(s) Name(s)	LNG Tanker Register Owner/Operator/Manager	Register Number	Flag	LNG
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Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP02-290-001

Substitute First Revised Sheet No. 113 Substitute First Revised Sheet No. 113 : Effective
 Superseding: First Revised Sheet No. 113

GENERAL TERMS AND CONDITIONS
 (Continued)

APPENDIX B

Page _____ of _____

SOUTHERN LNG INC.
 CUSTOMER SERVICES DEPARTMENT
 NOMINATION

Time: _____ CCT

 Month/Day/Year

Customer: _____ Contract No.: _____
 Begin Date: _____ End Date: _____
 Month/Day/Year

DAILY QUANTITIES TO BE DELIVERED FOR CUSTOMER'S

ACCOUNT

Delivery Point Point Scheduled Code Service (2)	Point Storage Name Service (3)	Associated Offer Contract (1) No.	Associated Quantity-Dth Shipper (1) 14.73 Dry	Force Balancing Priority	Package ID
_____	_____	_____	_____	_____	_____
Total			_____		

1. If delivery point is a pipeline interconnect, associated downstream shipper and contract number are required.
2. Used to nominate volumetric capacity release or capacity release that is recallable on an intraday cycle basis. Associated offer number of release is required.
 This information is not required to nominate capacity release that is only recallable on a timely or evening nomination cycle.
3. Firm or interruptible service.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 114 Original Sheet No. 114 : Effective

GENERAL TERMS AND CONDITIONS

APPENDIX C

(Date)

(Customer Name)
(Address)

Re: SoNet Premier Agreement

Dear _____:

Southern Natural Gas Company (Operator) has developed a new version of its SoNet computer system (SoNet) to facilitate access to and provide information concerning transportation services on the pipeline systems of Operator. Operator hereby agrees to provide authorized representatives of _____ (hereinafter referred to as SoNet CUSTOMER) with USERIDs and passwords necessary to access SoNet on the public internet, and in consideration therefor, SoNet CUSTOMER agrees its use of SoNet shall be subject to the following terms and conditions:

1. Operator agrees to permit those employees (including officers and directors) specified by SoNet CUSTOMER to receive USERIDs and passwords for access to SoNet. Any person permitted by SoNet CUSTOMER to access SoNet must have the legal authority to act on behalf of SoNet CUSTOMER in performing those functions listed on SoNet's' menu for which he/she is authorized, including those functions which are available presently and those functions which shall become available at a later date. In particular, SoNet CUSTOMER shall designate one or more persons to perform the contracting function and thereby legally bind SoNet CUSTOMER to any Agreement or amended Agreement executed by SoNet CUSTOMER on SoNet. SoNet CUSTOMER agrees and acknowledges that Operator shall be entitled to rely on SoNet Customer's representation that all persons authorized to perform a contracting function through SoNet have been duly authorized by SoNet CUSTOMER to enter into one or more Agreements or amended Agreements on its behalf.

GENERAL TERMS AND CONDITIONS

APPENDIX C
(Continued)

2. Operator agrees that in addition to appropriately authorized employees, officers and directors, SoNet CUSTOMER may access SoNet through an agent or representative, (hereinafter referred to as "Agent") as long as such Agent is appointed in writing through an executed agency agreement which specifically gives the Agent the legal authority to act on behalf of SoNet CUSTOMER in performing any or all functions supported by SoNet (Agency Agreement). SoNet CUSTOMER agrees to provide Operator's Customer Services Department with an executed copy of the Agency Agreement. Operator agrees that SoNet CUSTOMER shall notify Operator upon cancellation of the Agency Agreement pursuant to the procedure set out in the Agency Agreement. Operator agrees further that SoNet CUSTOMER may appoint a successor Agent by providing Operator with an executed copy of such successor's Agency Agreement. Operator shall not be required, however, to give effect to any Agency Agreement until it has actually received an executed copy of such Agency Agreement in writing.
3. Prior to being issued USERIDs and passwords, each of SoNet CUSTOMER'S employees and Agents (collectively hereinafter referred to as "authorized persons") must return to Operator a completed SoNet Premier Access Request Form, attached hereto as Exhibit A. SoNet CUSTOMER agrees to provide Operator with a revised Exhibit A for its employees promptly upon any material change to the information provided thereon. SoNet CUSTOMER shall cause each of its Agents to enter into a SoNet Premier Agreement with Operator, if Agent plans to use SoNet for CUSTOMER'S transactions, and to submit an Exhibit A for the Agent's employees who will transact business on SoNet.
4. SoNet CUSTOMER'S combined USERIDs and passwords are confidential and are used to identify SoNet CUSTOMER. SoNet CUSTOMER agrees that only authorized persons of SoNet CUSTOMER will be given SoNet CUSTOMER'S USERIDs and passwords and only authorized persons will be permitted to access SoNet on SoNet CUSTOMER'S behalf. SoNet CUSTOMER agrees to keep confidential and to cause its authorized persons to keep confidential all USERIDs and passwords issued by

GENERAL TERMS AND CONDITIONS

APPENDIX C
(Continued)

CUSTOMER Operator to SoNet CUSTOMER for use on SoNet. SoNet CUSTOMER further agrees that SoNet
separately or and its authorized persons will not disclose its USERIDs and passwords, either
SoNet by combined, to anyone without authority to access SoNet for SoNet CUSTOMER. Any use of
used any person using any of SoNet CUSTOMER'S USERID's and/or passwords shall be deemed to be
liability for by SoNet CUSTOMER and SoNet CUSTOMER agrees to be responsible for and to accept
when authorized use of SoNet CUSTOMER'S USERIDs and/or passwords or for any unauthorized use
SoNet such unauthorized use is the direct result of the negligence or willful misconduct of
CUSTOMER or any of its authorized persons.

5. If SoNet CUSTOMER is able to access any information on SoNet for which it is not
authorized, i.e. another party's information, SoNet CUSTOMER will notify Operator's Customer
Services Department immediately and SoNet CUSTOMER agrees not to disclose or otherwise make
available such information to any other company, corporation or third party, whether such
information is accessed in an authorized or unauthorized manner. This provision does not apply to any
information maintained by Operator on SoNet's bulletin boards, as such information is
available to all parties.

GENERAL TERMS AND CONDITIONS

APPENDIX C
(Continued)

6. SoNet CUSTOMER agrees to notify Operator if there is any indication that a security breach has occurred with regard to SoNet CUSTOMER'S USERIDs and passwords. This includes, but is not limited to (i) loss of confidentiality of USERIDs and passwords; (ii) termination of employment of an authorized person; or (iii) loss of authority to access SoNet by any authorized person. Such notification shall be made to Operator's Customer Services Department immediately by telephone and shall be followed by written notification within 5 business days.
7. SoNet CUSTOMER agrees to attempt to access only that data for which SoNet CUSTOMER has authorization.
8. Operator shall operate its SoNet system in a prudent manner. Except for the negligence, fraud, or willful misconduct of Operator, Operator expressly disclaims liability for loss or damage majeure, resulting from SoNet CUSTOMER'S actions or breach of this agreement, events of force defend, any defects in computer software, hardware, or programming, or any interruption in or agents, from malfunction of electronic communication or transmission. SoNet CUSTOMER agrees to costs and indemnify and hold harmless Operator and their officers, directors, employees and referred to and against all claims, demands, damages, losses, costs and expense (including court or its reasonable attorney's fees) and liabilities of any nature whatsoever (collectively CUSTOMER, herein as "Liabilities") arising out of any breach of this agreement by SoNet willful so long as such Liabilities are not the direct result of the negligence, fraud, or the misconduct of Operator. The parties hereto agree that neither party shall be liable to indirect or other party, or its corporate parent, subsidiaries or affiliates for any special, consequential damages (including, without limitation, loss of profits or business therein. interruptions) incurred by said party arising out of or in any manner related to this agreement, the provision and use of the SoNet system and the information contained

GENERAL TERMS AND CONDITIONS

APPENDIX C
(Continued)

9. SoNet CUSTOMER understands and agrees that Operator may act, and shall be fully protected in acting, in reliance upon any acts or things done or performed by persons utilizing SoNet CUSTOMER'S USERIDs and passwords on behalf of SoNet CUSTOMER (so long as operator is not aware of a security breach), and that Operator shall be held harmless from any omission or failure by SoNet CUSTOMER to act or perform any duty required by a function accessed through SoNet.
10. A USERID that is inactive for 180 days is automatically suspended. If SoNet CUSTOMER'S USERID is suspended SoNet CUSTOMER may contact Operator's Customer Services Department to have its USERID reinstated.
11. Operator reserves the right to invalidate SoNet CUSTOMER'S USERIDs and passwords at any time upon forty-eight (48) hours' written notice in the event (a) SoNet CUSTOMER breaches any of the terms of this agreement, such breach threatens the integrity of the SoNet operations, security or information, and SoNet CUSTOMER fails to cure such breach within twenty-four (24) hours after written notice by Operator of such breach, or (b) Operator terminates the SoNet system pursuant to the following paragraph.
12. Operator reserves the right to modify or terminate the SoNet system at any time so long as such modification or termination is not prohibited by the regulations of the Federal Energy Regulatory Commission.
13. Subject to the provisions of Paragraph 12 herein, this agreement shall be in effect as of the date written above and shall continue unless and until cancelled by either party on ten (10) days' written notice given to the other party prior to the end of any calendar month to be effective at the end of such month.
14. To the extent SoNet CUSTOMER utilized SoNet to transmit and receive dispatching notices under the FERC Gas Tariffs of Operator, then such provisions shall be deemed to be satisfied and notice on SoNet shall constitute valid notice between the parties.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 119 Original Sheet No. 119 : Effective

GENERAL TERMS AND CONDITIONS

APPENDIX C
(Continued)

15. The provisions of this agreement shall be governed by the laws of the State of Alabama.

Please indicate your agreement with the above by signing below and returning one completely executed copy to Operator.

Yours very truly,

SOUTHERN NATURAL GAS COMPANY

By: _____

Its: _____

Accepted and Agreed to this ____ day
Of _____, _____.

(SONET CUSTOMER)

By: _____

Its: _____

Effective Date: 11/19/2007 Status: Effective
FERC Docket: RP08- 25-000

First Revised Sheet No. 120 First Revised Sheet No. 120 : Effective
Superseding: Original Sheet No. 120

GENERAL TERMS AND CONDITIONS
APPENDIX C
(Continued)
SOUTHERN LNG
SONET PREMIER ACCESS REQUEST FORM

Exhibit A

SoNet Customer (complete legal company name): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Full Name of Employee Requesting Access: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Indicate Update Capabilities for this Authorized Employee: (View access to all areas will be given automatically to the employee)

- _____ Execute contracts, amendments, accept discounts and negotiated rates
- _____ Make imbalance elections/trades
- _____ Request new service, amendments, discounts and negotiated rates
- _____ Submit capacity release offers, bids, recall and reput
- _____ Submit confirmations and PDAs
- _____ Submit nominations and storage transfers

Signed by SoNet Customer's Authorized Employee requesting access

Signature: _____

Date: _____

Approved by SoNet Customer: _____

Title: _____

Date: _____

FOR SLNG'S CUSTOMER SERVICES' DEPT USE ONLY:

Approved by: _____

Date: _____

DUNS No.: _____

E-mail ID: _____

USER ID: _____

Security Approved by: _____

Date: _____

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-857-000

Third Revised Sheet No. 121 Third Revised Sheet No. 121
Superseding: Substitute First Revised Sheet No. 121

GENERAL TERMS AND CONDITIONS

APPENDIX D

CAPACITY RELEASE TIMETABLE 1

The following deadlines apply to all standard offers to release firm capacity under the provisions of Section 16 of these General Terms and Conditions which are with a Prearranged Bidder and not subject to bid by other parties, as defined in Section 16.3(c) of these General Terms and Conditions. The Prearranged Bidder must take all actions required by Section 16 within the following time periods to avoid disqualification.

On the Day Nominations Are Due for the Day of Release	Event
One hour prior to Nomination deadline* beginning	Offer submitted electronically by Releasing Customer; Bid submitted electronically by Prearranged Bidder; Nomination possible at next available nomination cycle for the effective date of the Addendum.
At nomination deadline*	Addendum to Acquiring Customer's Firm Transportation Service Agreement is available on SoNet Premier.

*EDI users will have an additional fifteen (15) minutes with which to comply with these timelines.

Effective Date: 08/01/2009 Status: Effective
 FERC Docket: RP09-857-000

Third Revised Sheet No. 122 Third Revised Sheet No. 122
 Superseding: Substitute First Revised Sheet No. 122

GENERAL TERMS AND CONDITIONS
 (Continued)
 APPENDIX D
 CAPACITY RELEASE TIMETABLE 2

Except as set forth in Timetable 1, the following deadlines apply to all standard offers to release firm capacity under the provisions of Section 16 of these General Terms and Conditions for a term of ONE YEAR OR LESS (short-term releases). All parties who wish to submit such offers or who wish to bid on such posted offers (including a Prearranged Bidder) must take all actions required by Section 16 within the following time periods to avoid disqualification.

For Standard Offers:
 Business Day Prior to
 Daily or Intraday-1
 Nomination Deadline or
 Same Business Day for
 Evening or Intraday-2
 Nomination Deadline

For Nonstandard Offers:
 Business Day Prior to
 Daily Nomination Deadline
 for Day of Release

Event

(12:00 p.m.) (11:45 a.m. via EDI)	2 (12:00 p.m.) 2 (11:45 a.m. via EDI)	Offer posted by Releasing Customer
(1:00 p.m.) (1:15 p.m. via EDI) during provided bid is time stamped eliminated, by 1:00 p.m. are evaluated	2 (1:00 p.m.) 2 (1:15 p.m. via EDI) provided bid is time stamped by 1:00 p.m.	Open Season for bids ends Evaluation periods begin which contingencies are best bid is determined, ties broken, and capacity is
2:00 p.m.	1 2:00 p.m.	Evaluation period ends Prearranged Bidder notified on SoNet if best bid is higher Winner is notified if there is no Prearranged
Bidder		
(2:30 p.m.) (2:45 p.m. via EDI) provided bid is time-stamped by 2:30 p.m.	1 (2:30 p.m.) 1 (2:45 p.m. via EDI) provided bid is time-stamped by 2:30 p.m.	Prearranged Bidder chooses to match or not
3:00 p.m. match;	1 3:00 p.m.	Winner is notified if Prearranged Bidder does not
Acquiring Agreement Premier; beginning at cycle the		General notice to all Bidders posted on SoNet Premier; Addendum to Customer's Firm Service is available on Sonet Nomination possible next available nomination for the effective date of Addendum.

Effective Date: 08/01/2009 Status: Effective
 FERC Docket: RP09-857-000

Third Revised Sheet No. 123 Third Revised Sheet No. 123
 Superseding: Substitute First Revised Sheet No. 123

GENERAL TERMS AND CONDITIONS
 (Continued)

APPENDIX D
 CAPACITY RELEASE TIMETABLE 3

Except as set forth in Timetable 1, the following deadlines apply to all standard offers to release firm capacity under the provisions of Section 16 of these General Terms and Conditions for a term of MORE THAN ONE YEAR (long-term releases). All parties who wish to submit such offers or who wish to bid on such posted offers (including a Prearranged Bidder) must take all actions required by Section 16 within the following time periods to avoid disqualification.

For Standard Offers Business Day Prior to Daily Nominations Deadline for the Day of Release	For Nonstandard Offers: Business Day Prior to Nomination Deadline for Day of Release	Event
4 (12:00 p.m.) Customer	5 (12:00 p.m.)	Offer posted by Releasing
4 (11:45 a.m. via EDI)	5 (11:45 a.m. via EDI)	
1 (1:00 p.m.) 1 (1:15 p.m. via EDI) provided bid is time-stamped are by 1:00 p.m.	2 (1:00 p.m.) 2 (1:15 p.m. via EDI) provided bid is time-stamped by 1:00 p.m.	Open Season for bids ends Evaluation periods begins during which contingencies eliminated, best bid is determined, ties are broken, and capacity is evaluated
1 2:00 p.m. on if Bidder	1 2:00 p.m.	Evaluation period ends Prearranged Bidder notified SoNet Premier if best bid is higher; Winner is notified there is no Prearranged
1 (2:30 p.m.) to (2:45 p.m. via EDI) provided bid is time-stamped by 2:30 p.m.	1 (2:30 p.m.) (2:45 p.m. via EDI) provided bid is time-stamped by 2:30 p.m.	Prearranged Bidder chooses match or not
1 (3:00 p.m.) Prearranged bidders Customer's beginning at nomination of	1 (3:00 p.m.)	Winner is notified if Bidder does not match; General notice to all posted on SoNet Premier; Addendum to Acquiring Firm Service Agreement is available on SoNet Premier; Nomination possible the next available cycle for the effective date the Addendum.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 124 Original Sheet No. 124 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

APPENDIX E

Page ____ of

SOUTHERN LNG INC.
CUSTOMER SERVICES DEPARTMENT
LNG BALANCE TRANSFER FORM

Customer: _____

Contract Number: _____

Effective: _____
Month Day Year

QUANTITIES TO BE TRANSFERRED INTO CUSTOMER'S LNG BALANCE ACCOUNT

Transfer into Storage Contract No.:	Quantity to Transfer - Dth
_____	_____
_____	_____
TOTAL	_____

QUANTITIES TO BE TRANSFERRED FROM CUSTOMER'S LNG BALANCE ACCOUNT

Transfer into Storage Contract No.:	Quantity to Transfer- Dth
_____	_____
_____	_____
TOTAL	_____

Comments: _____

Signed: _____
Name: _____
Company: _____
Telephone No.: _____

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 125 First Revised Sheet No. 125
Superseding: Original Sheet No. 125

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)

THIS AGREEMENT entered into this ____ day of _____ by and between Southern LNG Inc. (Southern LNG) and _____ (Customer).

W I T N E S S E T H:

WHEREAS, Southern LNG has undertaken to provide service for the firm receipt, storage, vaporization of LNG and delivery of vaporized LNG (Terminal Service) under Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations;

WHEREAS, Customer has requested Terminal Service pursuant to Rate Schedule as applicable [LNG-1 or LNG-3] ("the Firm Rate Schedule") and has submitted to Southern LNG a request for such service in compliance with Section 7 of the Firm Rate Schedule;

WHEREAS, Southern LNG agrees to render Terminal Service to Customer pursuant to the provisions of the Firm Rate Schedule, this Agreement, and the Commission's Regulations; and

WHEREAS, Customer may acquire, from time to time, released firm capacity under Section 16 of the General Terms and Conditions (GT&C) of Company's FERC Gas Tariff (Tariff).

NOW, THEREFORE, Southern LNG and Customer agree as follows:

ARTICLE I
QUANTITY OF SERVICE

Subject to the terms and provisions of this agreement; and the Firm Rate Schedule, and the GT&C of Southern LNG's Tariff, as amended from time to time, Southern LNG agrees to receive LNG from Customer pursuant to Article II, store LNG, and deliver vaporized LNG to Customer or for Customer's account, as follows:

- 1.1 Southern LNG shall store LNG for Customer's account up to the Maximum Storage Quantity (MSQ) set forth on Exhibit A hereto and any effective addendum.
- 1.2 Southern LNG shall deliver a volume of vaporized LNG net of fuel, as provided in GT&C § 24.1, to Customer at the Delivery Point. Southern LNG's obligation to withdraw LNG from Storage for delivery at the Delivery Point on any day is limited to the available Maximum Daily Vaporization Quantity (MDVQ) specified on Exhibit A or any effective Addendum hereto and Shipper's LNG Balance, as defined in the Firm Rate Schedule.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 126 Substitute First Revised Sheet No. 126
Superseding: First Revised Sheet No. 126

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)
(Continued)

1.3 If Customer is the successful bidder on released firm capacity under Section 16 of Southern LNG's GT&C, Southern LNG will promptly finalize by means of SoNet the appropriate Addendum to this Agreement in the format attached hereto. Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and the Firm Rate Schedule, Southern LNG agrees to provide the released Firm Service to Customer under the Firm Rate Schedule, the GT&C thereto, and this Agreement.

ARTICLE II
CONDITIONS OF SERVICE

2.1 It is recognized that the Terminal Service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the provisions of the Firm Rate Schedule, and the GT&C thereto, which are contained in Southern LNG's FERC Gas Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and the Firm Rate Schedule, the terms of any non-conforming Agreement, or Negotiated Rate, which has been approved by the FERC, shall govern as to the point of conflict. Any limitation of Terminal Service hereunder shall be in accordance with the priorities set out in Southern LNG's Tariff.

2.2 This Agreement shall be subject to all provisions of the GT&C specifically made applicable to the Firm Rate Schedule, as such conditions may be revised from time to time. Unless Customer requests otherwise, Southern LNG shall provide to Customer the filings Southern LNG makes at the Commission of such provisions of the GT&C or other matters relating to the Firm Rate Schedule.

2.3 Southern LNG shall have the right to discontinue service under this Agreement in accordance with Section 13.3 of the GT&C contained in Southern LNG's Tariff.

2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits, business interruptions, or demurrage) arising out of or in any manner related to this Agreement or the Terminal Service provided hereunder.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 127 Substitute First Revised Sheet No. 127
Superseding: First Revised Sheet No. 127

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)
(Continued)

- 2.5 This Agreement is subject to the provision of Part 284 of the Commission's Regulations. Upon termination of this Agreement, Southern LNG and Customer shall be relieved of further obligation to the other party except to complete the Terminal Service underway on the day of termination, to comply with the provisions of Section 10 of Rate Schedule LNG-1 with respect to any of Customer's LNG upon release termination of this Agreement, to render reports, to make payment for services rendered and to and indemnify the other party as provided in the Tariff.
- 2.6 If requested by Customer, deliveries shall occur at a pressure not less than the Terminal Outlet Pressure shown on Exhibit "A" hereto at the Elba Island Terminal outlet.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-000

First Revised Sheet No. 128 First Revised Sheet No. 128
Superseding: Original Sheet No. 128

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)
(Continued)

ARTICLE III
NOTICES

3.1 Notices hereunder shall be given pursuant to the provisions of Section 14 of the GT&C to the respective party at the applicable address, telephone number, facsimile machine number or e-mail addresses stated below or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time:

Company: Notices and General Correspondence

Southern LNG Inc.
Post Office Box 2563
Birmingham, Alabama 35202-2563
Attention: Customer Services Department
Telephone No.: (205) 325-3854
Facsimile Machine No.: (205) 326-2038

Vessel Scheduling and Arrival Notices

E-mail Address: ElbaOperations@ElPaso.com

Dispatching Notices - Nominations/Confirmations

Name/Dept: Customer Service Department
Telephone No.: (205) 325-7638
Facsimile Machine No.: (205) 326-2038

Dispatching Notices - OFOs/Capacity Allocation

Name/Dept: Customer Service Department
Telephone No.: (205) 325-3854
Facsimile Machine No.: (205) 325-2038

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 129 Substitute First Revised Sheet No. 129
Superseding: First Revised Sheet No. 129

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)
(Continued)

Emergencies and 24-Hour Dispatching Contact

Name: Control Room
Telephone No.: (912)944-3800
Facsimile Machine No.: (912)944-3860

(1) Alternative Contacts:

(2) Alternative Contacts:

E-Mail Addresses: (1) ElbaOperations@ElPaso.com
(2) _____

Text Pager ID: _____

Payments

Southern Natural Gas Company
Post Office Box 102502
68 Annex
Atlanta, Georgia 30368

Customer: Notices and General Correspondence

Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - OFOs/Capacity Allocations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute Second Revised Sheet No. 130 Substitute Second Revised Sheet No. 130
Superseding: Second Revised Sheet No. 130

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)
(Continued)

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contacts: _____

(2) Alternative Contacts: _____

E-Mail Addresses: (1) _____
(2) _____

Text Pager ID: _____

Electronic Billing Notices

Name: _____
E-Mail Address: _____

Alternative Contact: _____
E-Mail Address: _____

ARTICLE IV
TERM

This Agreement shall be effective as of _____ and shall remain in force and effect until _____, and year to year thereafter, subject to termination by either party upon _____ (____) years' prior written notice to the other.

ARTICLE V
REMUNERATION

1. Customer shall pay Southern LNG for service rendered hereunder in accordance with the Agreement, including any discounted or negotiated rate exhibit applicable hereto, the Firm Rate Schedule and the applicable provisions of the GT&C of Southern LNG's Tariff as filed with the Commission, and as the same may be amended or superseded from time to time. Such Rate Schedule and GT&C are by this reference made a part hereof.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 131 Substitute First Revised Sheet No. 131
Superseding: First Revised Sheet No. 131

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)
(Continued)

2. Unless agreed otherwise with Customer in Customer's Exhibit C or F, Southern LNG shall have the unilateral right to propose, file, and make effective with the Commission, or other regulatory authority having jurisdiction, changes and revisions to the rates and rate design proposed pursuant to Section 4 of the Natural Gas Act, or to propose, file, and make effective superseding rates or rate schedules, for the purposes of changing the rates, charges, rate design, terms, and conditions of service and other provisions thereof effective as to Customer; provided, however, that the (i) firm character of service, (ii) term of agreement (as set forth in Article IV above), (iii) quantities, and (iv) points of receipt and delivery shall not be subject to unilateral change under this paragraph. Unless agreed otherwise with Customer in Customer's Exhibit C or F, regarding the rates for its service under this agreement, Customer shall have the right to file with the Commission or other regulatory authority in opposition to any such filings or proposals by Southern LNG. This agreement does not, however, alter pre-existing rights under Section 5 of the Natural Gas Act.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.

2. (If applicable) This agreement supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of Georgia, without regard to rules for conflicts of law that would result in the application of other law.

5. This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This agreement (and Southern LNG's Tariff incorporated herein) constitutes a completely integrated agreement that supersedes all prior or contemporaneous agreements and negotiations. No amendment will modify the terms of this agreement unless executed by both Customer and Southern LNG.

Effective Date: 11/19/2007 Status: Effective
FERC Docket: RP08- 25-000

First Revised Sheet No. 132 First Revised Sheet No. 132 : Effective
Superseding: Original Sheet No. 132

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-1)
(Continued)

7. This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement for firm storage capacity from Southern LNG, each party shall make and diligently prosecute, all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the storage service which is the subject of this Agreement. Each party shall have the right to seek such governmental authorizations, as it deems necessary, including the right to prosecute its requests or applications for such authorization the manner it deems appropriate. Upon either party's requests, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

8. The exhibits and any addendum attached to this agreement constitute a part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed by their respective officers or representatives thereunto duly authorized on any day and year above written.

SOUTHERN LNG

By

[L.S.]

CUSTOMER

By

[L.S.]

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute Second Revised Sheet No. 133 Substitute Second Revised Sheet No. 133
Superseding: Second Revised Sheet No. 133

FORM OF SERVICE AGREEMENT
(For Use Under a Firm Rate Schedule)
(Continued)

Service Agreement No.

EXHIBIT A

Terminal Storage Point Outlet Pressure	Rate Schedule	MSQ (Mcf) (1)	MDVQ (Mcf) (2)	Primary Term ("PT") Start and End Dates	PT Term Notice	Evergreen Period	Evergreen Notice
---	------------------	------------------	-------------------	--	-------------------	---------------------	---------------------

Southern LNG's marine
terminal facilities located
on Elba Island in Chatham
County, Georgia

Total Maximum Storage Quantity:

- (1) The volume available for receipt by Southern LNG shall be subject to adjustment each day based on Customer's LNG Balance, as set forth in the applicable Firm Rate Schedule.
- (2) The volume available for delivery by Southern LNG may be subject to adjustment each day, as set forth in the applicable Firm Rate Schedule.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 134 Substitute First Revised Sheet No. 134
Superseding: First Revised Sheet No. 134

FORM OF SERVICE AGREEMENT
UNDER A FIRM RATE SCHEDULE
(Continued)

EXHIBIT B
CUSTOMER'S VESSEL INFORMATION

Customer:

LNG Tanker(s) LNG Cargo Capacity (Mcf)	LNG Tanker Register Owner/Operator/Manager	Register Number	Flag
--	--	--------------------	------

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 135 Substitute First Revised Sheet No. 135
Superseding: First Revised Sheet No. 135

FORM OF SERVICE AGREEMENT
UNDER A FIRM RATE SCHEDULE
(Continued)

Service Agreement No.

EXHIBIT C
DISCOUNT INFORMATION

Discounted MDVQ Rate: Dth
Discounted Rate Effective From to

(CUSTOMER)

SOUTHERN LNG INC.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 136 Substitute First Revised Sheet No. 136
Superseding: First Revised Sheet No. 136

FORM OF SERVICE AGREEMENT
UNDER A FIRM RATE SCHEDULE
(Continued)

Service Agreement No.

ADDENDUM

Offer No.: _____
Addendum No.: _____

Acquiring Shipper: _____

Releasing Customer: _____

Releasing Customer's Contract No.: _____

Effective Date of Release: _____ through _____

Is this capacity subject to right of recall? Yes _____ No _____

Rates: Check all that apply:

Monthly reservation charge _____
Reservation charge prorated for days of recall _____

OR

Volumetric reservation charge _____
Volume commitment _____

Monthly Reservation Charge \$ _____
Volumetric Reservation Charge \$ _____

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 137 Substitute First Revised Sheet No. 137
Superseding: First Revised Sheet No. 137

FORM OF SERVICE AGREEMENT
UNDER A FIRM RATE SCHEDULE
(Continued)

Service Agreement No.

ADDENDUM

Addendum No.: _____

Maximum Storage Quantity (MSQ): _____ (Mcf)

Maximum Daily Withdrawal Quantity (MDVQ): _____ (Mcf)

This Addendum, entered into pursuant to Southern LNG Inc.'s capacity release program and the executed Service Agreement under the Firm Rate Schedule between Southern LNG and the Acquiring Shipper, is heretofore made a part of and subject to the aforementioned Service Agreement.

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP10-271-001

Substitute First Revised Sheet No. 137A Substitute First Revised Sheet No. 137A
Superseding: First Revised Sheet No. 137A

FORM OF SERVICE AGREEMENT
UNDER A FIRM RATE SCHEDULE
(Continued)

Service Agreement No. _____

EXHIBIT F

Negotiated Rate Agreement

This Exhibit F is entered into pursuant to the authorization in Section 25.4 of the General Terms and Conditions of SOUTHERN LNG's FERC Gas Tariff.

The negotiated rate set forth under this Exhibit F shall remain in full force and effect through _____.

Customer and Southern LNG hereby agree that the right of first refusal in Section 15 of the General Terms and Conditions of the Tariff ___ [does/does not] apply to the service subject to this Exhibit F.

Customer agrees to pay a negotiated rate as follows for firm terminal service provided under the terms of this Service Agreement and Rate Schedule LNG-1 or LNG-3 of Southern LNG's Tariff:

[If applicable] Customer and Southern LNG hereby agree that, notwithstanding Customer's selection of the Buyout Election under Section 4.5.2 of Rate Schedule LNG-1 or LNG-3 for the MDQ and MDVQ to which this Exhibit F applies, during the period of an SLNG Force Majeure (as defined therein), this negotiated rate shall be adjusted as follows: _____.

Customer and Southern LNG agree that neither Party shall take any steps nor actions during the term of this Negotiated Rate Agreement to change, adjust or terminate this Negotiated Rate. Except as provided herein, Customer shall have the right to intervene, protest and fully participate in proceedings involving the recourse rates, Tariff and services of Company.

Customer shall not, directly or indirectly, take a position in a Company proceeding at FERC that any revenue generated from the Negotiated Rate hereunder in excess of the recourse rate should be credited to Company's recourse rate shippers under any rate schedule.

In the event of a material breach by Customer of the covenants in the two preceding paragraphs in a FERC proceeding dealing exclusively with Company, Customer may be responsible for damages for lost revenue up to the lost revenue equal to the difference, if any, between the revenue generated by the rate under this negotiated rate agreement and the revenue generated by the revised rate established as a result of the material breach of the two paragraphs immediately above.

In the event of a material breach by Company of the covenants above, Company shall refund to Customer such amounts improperly credited, together with interest thereon, at the FERC Refund Rate.

[If applicable,] This Exhibit F shall supersede the Exhibit F dated _____.

Accepted and agreed to this ____ day of _____, ____.

(Customer)

(Southern LNG, Inc.)

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 138 Original Sheet No. 138 : Effective

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)

THIS AGREEMENT entered into this ____ day of _____ by and between Southern LNG Inc. (Southern LNG) and _____ (Customer).

W I T N E S S E T H:

WHEREAS, Southern LNG has undertaken to provide service for the firm receipt, storage, vaporization, and delivery of LNG (Terminal Service) under Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations; and

WHEREAS, Customer has requested Terminal Service pursuant to Rate Schedule LNG-2 and has submitted to Southern LNG a request for such service in compliance with Section 7 of Rate Schedule LNG-2; and

WHEREAS, Southern LNG agrees to render interruptible Terminal Service to Customer pursuant to the provisions of Rate Schedule LNG-2, this Agreement, and the Commission's Regulations.

NOW, THEREFORE, Southern LNG and Customer agree as follows:

ARTICLE I
STORAGE ACCOUNT

1.1 Subject to the terms and provisions of this Agreement; Southern LNG's Rate Schedule LNG-2, and the General Terms and Conditions (GT&C) of Southern LNG's FERC Gas Tariff (Tariff), as amended from time to time, Southern LNG agrees to receive LNG from Customer pursuant to Article II, store LNG, and deliver vaporized LNG to Customer or for Customer's account, on an interruptible basis.

1.2 To the extent Southern LNG receives LNG for Customer's storage account, Southern LNG shall credit the receipt, less applicable charges set forth in Rate Schedule LNG-2, to Customer's LNG Balance.

1.3 Subject to the terms and provisions of this Agreement, Southern LNG's Rate Schedule LNG-2 and the GT&C thereto, Southern LNG shall deliver an equivalent volume of vaporized LNG, as provided in GT&C 24.1, less applicable charges as set forth in Rate Schedule LNG-2, to Customer at the Delivery Point described in Rate Schedule LNG-2 and shall deduct the delivery and charges from Customer's LNG Balance.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 139 Original Sheet No. 139 : Effective

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

ARTICLE II
CONDITIONS OF SERVICE

2.1 It is recognized that the Terminal Service hereunder is provided on an interruptible basis pursuant to, in accordance with and subject to the provisions of Southern LNG's Rate Schedule LNG-2, and the GT&C thereto, which are contained in Southern LNG's Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Agreement and Rate Schedule LNG-2, the terms of Rate Schedule LNG-2 shall govern as to the point of conflict. Any limitation of Terminal Service hereunder shall be in accordance with the priorities set out in the Tariff. Southern LNG makes no representation, assurance or warranty that capacity will be available for service hereunder and Customer agrees that Southern LNG shall bear no responsibility or liability to any person if capacity does not exist on any day to provide service hereunder

2.2 This Agreement shall be subject to all provisions of the GT&C specifically applicable to Southern LNG's Rate Schedule LNG-2 as such conditions may be revised from time to time. Unless Customer requests otherwise, Southern LNG shall provide to Customer the filings Southern LNG makes at the Commission of such provisions of the GT&C or other matters relating to Rate Schedule LNG-2.

2.3 Southern LNG shall have the right to discontinue service under this Agreement in accordance with Section 13.3 of the GT&C contained in Southern LNG's Tariff.

2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, or consequential damages (including, without limitation, loss of profits, business interruptions, or demurrage) arising out of or in any manner related to this Agreement.

2.5 This Agreement is subject to the provisions of Part 284 of the Commission's Regulations. Upon termination of this Agreement, Southern LNG and Customer shall be relieved of further obligation to the other party except to complete the Terminal Service underway on the day of termination, to comply with the provisions of Section 9 of Rate Schedule LNG-2 with respect to any of Customer's LNG upon termination of this Agreement, to render reports, to make payment for services rendered and to release and indemnify the other party as provided in the Tariff.

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 140 Original Sheet No. 140 : Effective

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

ARTICLE III
NOTICES

3.1 Notices hereunder shall be given by both parties pursuant to the provisions of Section 14 of the GT&C to the respective party at the applicable address, telephone number, facsimile machine number or e-mail addresses stated below or such other addresses, telephone numbers, facsimile machine numbers or e-mail addresses as the parties shall respectively hereafter designate in writing from time to time:

Company: Notices and General Correspondence

Southern LNG Inc.
Post Office Box 2563
Birmingham, Alabama 35202-2563
Attention: Customer Services Department
Telephone No.: (205) 325-3854
Facsimile Machine No.: (205) 326-2038

Vessel Scheduling and Arrival Notices

E-mail Address: ElbaOperations@ElPaso.com

Dispatching Notices - Nominations/Confirmations

Name/Dept: Customer Service Department
Telephone No.: (205) 325-7638
Facsimile Machine No.: (205) 326-2038

Dispatching Notices - OFOs/Capacity Allocation

Name/Dept: Customer Service Department
Telephone No.: (205) 325-3854
Facsimile Machine No.: (205) 325-2038

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 141 Original Sheet No. 141 : Effective

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

Emergencies and 24-Hour Dispatching Contact

Name: John McCutchen
Telephone No.: (912) 944-3800
Facsimile Machine No.: (912) 944-3860

- (1) Alternative Contacts:
Chris Smith
(912) 944-3806
- (2) Alternative Contacts:
Control Room Operator
(912) 944-3814

E-Mail Addresses: (1) ElbaOperations@ElPaso.com
(2) _____

Text Pager ID: _____

Payments

Southern Natural Gas Company
Post Office Box 102502
68 Annex
Atlanta, Georgia 30368

Shipper: Notices and General Correspondence

Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

Dispatching Notices - Nominations/Confirmations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Dispatching Notices - OFOs/Capacity Allocations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Effective Date: 05/01/2008 Status: Effective
FERC Docket: RP08-297-000

First Revised Sheet No. 142 First Revised Sheet No. 142 : Effective
Superseding: Original Sheet No. 142

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

Dispatching Notices - OFOs/Capacity Allocations

Name/Dept: _____
Telephone No.: _____
Facsimile Machine No.: _____

Emergencies and 24-Hour Dispatching Contact

Name: _____
Telephone No.: (____) _____
Facsimile Machine No.: (____) _____

(1) Alternative Contacts:

(2) Alternative Contacts:

E-Mail Addresses: (1) _____
(2) _____

Text Pager ID: _____

Electronic Billing Notices

Name: _____
E-Mail Address: _____

Alternative Contact: _____
E-Mail Address: _____

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____ and shall continue in force and effect until cancelled by either party's giving ____ months' written notice to the other party.

ARTICLE V
REMUNERATION

1. Customer shall pay Southern LNG for service rendered hereunder in accordance with Southern LNG's Rate Schedule LNG-2 and the applicable provisions of the GT&C of Southern LNG's Tariff as filed with the Commission, and as the same may be amended or superseded from time to time. Such Rate Schedule and GT&C are by this reference made a part hereof.

2. Southern LNG shall have the unilateral right to propose, file, and make effective with the Commission, or other regulatory authority having jurisdiction, changes and revisions to the rates and rate design proposed pursuant to Section 4 of the Natural Gas Act, or to propose, file, and make effective superseding rates or rate schedules, for the purposes of changing the rates, charges, rate design, terms, and conditions of service and other provisions thereof effective as to Customer; provided, however, that the (i) interruptible character of service, (ii) term of agreement (as set forth in Article III above), (iii) quantities, and (iv) points of receipt and delivery shall not be subject to unilateral change under this paragraph. Customer shall have the right to file with the Commission or other regulatory authority in opposition to any such filings or proposals by Southern LNG. This agreement does not, however, alter pre-existing rights under Section 5 of the Natural Gas Act.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.

2. (If applicable) This agreement supersedes and cancels as of the effective date hereof the following Service Agreements between the parties hereto:

Effective Date: 12/01/2001 Status: Effective
FERC Docket: CP99-582-004

Original Sheet No. 144 Original Sheet No. 144 : Effective

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of Georgia, without regard to rules for conflicts of law that would result in the application of other law.

5. This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This agreement (and Southern LNG's Tariff incorporated herein) constitutes a completely integrated agreement that supersedes all prior or contemporaneous agreements and negotiations. No amendment will modify the terms of this agreement unless executed by both Customer and Southern LNG.

7. This Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Agreement, each party shall make and diligently prosecute, all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the storage service which is the subject of this Agreement. Each party shall have the right to seek such governmental authorizations, as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

Effective Date: 11/19/2007 Status: Effective
FERC Docket: RP08-25-000

First Revised Sheet No. 145 First Revised Sheet No. 145 : Effective
Superseding: Original Sheet No. 145

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

8. The Exhibits, (if applicable), and any addendum attached to this agreement constitute a part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed by their respective officers or representatives thereunto duly authorized on any day and year above written.

SOUTHERN LNG

By

[L.S.]

CUSTOMER

By

[L.S.]

Effective Date: 12/01/2001 Status: Effective

FERC Docket: CP99-582-004

Original Sheet No. 146 Original Sheet No. 146 : Effective

FORM OF SERVICE AGREEMENT
(For Use Under Rate Schedule LNG-2)
(Continued)

EXHIBIT A
CUSTOMER'S VESSEL INFORMATION

Customer:

LNG Tanker(s) LNG Cargo Capacity (Mcf)	Name(s)	LNG Tanker Register Owner/Operator/Manager	Register Number	Flag
--	---------	--	--------------------	------

Effective Date: 11/19/2007 Status: Effective

FERC Docket: RP08-25-000

Original Sheet No. 146A Original Sheet No. 146A : Effective

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE (LNG-2)
(Continued)

Service Agreement No. _____

EXHIBIT B

Negotiated Rate Information

This Exhibit B is entered into pursuant to the authorization in Section 25.4 of the General Terms and Conditions of SOUTHERN LNG's FERC Gas Tariff.

If Customer and Southern LNG agree to a Negotiated Rate for the service under this Service Agreement, neither Party shall take any steps during the term of the Service Agreement to change or terminate the Negotiated Rate.

(Customer)

(Southern LNG Inc.)

