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**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY**

15-25-LNG

In the Matter of:

Venture Global Calcasieu Pass, LLC

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Docket No. 15 - 25- LNG

**APPLICATION OF
VENTURE GLOBAL CALCASIEU PASS, LLC
FOR LONG-TERM, MULTI-CONTRACT AUTHORIZATION TO
EXPORT LIQUEFIED NATURAL GAS TO
FREE TRADE AND NON-FREE TRADE AGREEMENT COUNTRIES**

**VENTURE GLOBAL LNG
CALCASIEU PASS**

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Filed: February 9, 2015

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Pursuant to Section 3 of the Natural Gas Act (“NGA”)^{1/} and Part 590 of the Department of Energy’s (“DOE”) regulations,^{2/} Venture Global Calcasieu Pass, LLC (“Calcasieu Pass”) hereby submits for filing this application (“Application”) to the DOE Office of Fossil Energy (“DOE/FE”) for long-term, multi-contract authority to export domestically produced liquefied natural gas (“LNG”) from the Venture Global Calcasieu Pass Project (“Project”), a planned natural gas liquefaction and LNG export terminal to be located on the Calcasieu Ship Channel in Cameron Parish, Louisiana, and related facilities. Specifically, Calcasieu Pass here requests authorization to export up to a total of 132.8 billion cubic feet (“Bcf”) of natural gas per year to any country which has, or in the future develops, the capacity to import LNG via ocean-going carriers with which the United States either (1) has a Free Trade Agreement (“FTA”) requiring national treatment for trade in natural gas^{3/} or (2) does not have such a FTA but with which trade

^{1/} 15 U.S.C. § 717b (2006). Authority to regulate the import and export of natural gas under the Section 3 has been delegated to the Assistant Secretary for Fossil Energy pursuant to Redelelegation Order No. 00-002.04D (Nov. 6, 2007) and Redelelegation Order No. 00-002.04E (April 29, 2011).

^{2/} 10 C.F.R. § 590 (2014).

^{3/} The U.S. currently has FTAs requiring national treatment for trade in natural gas with Australia, Bahrain, Canada, Chile, Columbia, Dominican Republic, El Salvador, Guatemala, Honduras, Jordan,

is not prohibited by United States law or policy (“non-FTA” countries). Calcasieu Pass requests this authorization, on behalf of itself and as agent for other entities who themselves may hold title to the LNG at the time of export from the Project, for a twenty-five year period commencing on the earlier of the date of first export or seven years from the date the requested authorization is granted.

Calcasieu Pass is a single purpose entity proceeding with the development of the LNG export Project at issue in two export applications originally filed by Venture Global LNG, LLC (“VG LNG, LLC”) in DOE/FE Dockets Nos. 13-69-LNG and 14-88-LNG. As detailed below, those two applications together requested both FTA and non-FTA authorization for the export of a total of up to 487.2 Bcf of natural gas per year, or the equivalent of approximately ten million (metric) tonnes per annum (“mtpa”) of LNG which is the nominal, design liquefaction capacity of the Project.^{4/} Since filing those applications, Calcasieu Pass has further developed the Project, having completed its pre-Front End Engineering and Design (“pre-FEED”) technical design and begun the Federal Energy Regulatory Commission (“FERC”) Pre-Filing process. ^{5/} Based on its more advanced technical work, Calcasieu Pass has determined (as explained further

Mexico, Morocco, Nicaragua, Oman, Panama, Peru, Republic of Korea, and Singapore. In addition to current FTA nations, Calcasieu Pass expressly requests that its FTA authorization include any additional nation which DOE subsequently identifies publicly as having entered into a free trade agreement providing for national treatment for trade in natural gas, or otherwise being deemed treated as an FTA nation by the United States, provided that the destination nation has the capacity to import LNG. For ease of reference, Calcasieu Pass refers herein to all such nations simply as “FTA countries.”

^{4/} DOE Regulations require applicants to provide requested export volumes in terms of Bcf of natural gas. 10 C.F.R. § 590.202(b)(1). Liquefaction facilities, however, are typically designed with a focus on mtpa of LNG. The relation between Bcf of gas and mtpa of LNG varies with the mole weight of the LNG which, in turn, varies as a function of the feed gas and the operation of facilities to remove heavy hydrocarbons. The ratio utilized to convert LNG quantities to Bcf of gas in both of Calcasieu Pass’s prior applications, and the different approach taken here, are discussed in detail in Section IV of this Application. If the mole weight of 16.2 utilized in this application were applied, the 487.2 Bcf per year would equate to only 9.45 mtpa.

^{5/} The FERC approved Calcasieu Pass’s request to begin its Pre-Filing process in its letter order issued on October 10, 2014, in FERC Docket No. PF15-2.

in Section IV below) that its peak, potential liquefaction output will be as much as twelve mtpa and that, assuming a scenario of lean gas supply within its design, this is equivalent to approximately 620 Bcf of natural gas. Accordingly, Calcasieu Pass here requests DOE/FE authorization to export an additional 132.8 Bcf of natural gas per year, which is difference between the total peak liquefaction output of the Project and the export quantity that it previously requested.

Consistent with the different standards under Section 3 of the NGA applicable to exports to FTA and non-FTA countries,^{6/} and with previous orders of DOE/FE, Calcasieu Pass requests that DOE/FE issue two separate orders authorizing the exports proposed here, first, to FTA countries and, second, to non-FTA countries. Calcasieu Pass requests authority to export the same incremental 132.8 Bcf of natural gas per year to both FTA and non-FTA countries. The authorizations requested here are in addition to the export volumes proposed in Docket Nos. 13-69-LNG and 14-88-LNG. Thus, through the combination of the three related applications, Calcasieu Pass requests authorization to export up to a total of 620 Bcf per year, or the equivalent (with assumed lean gas supplies) of twelve mtpa, from the Project.

In support of this Application, Calcasieu Pass respectfully states the following:

I. DESCRIPTION OF THE APPLICANT AND OF RELATED PROCEEDINGS

The exact legal name of Calcasieu Pass is Venture Global Calcasieu Pass, LLC.

Calcasieu Pass is a limited liability company organized under the laws of the State of Delaware,

^{6/} NGA Section 3(c) provides that the export of natural gas to a nation with which there is in effect a FTA requiring national treatment for trade in natural gas shall be deemed to be consistent with the public interest and requires that such applications be granted without modification or delay. Section 3(a) provides that applications to export LNG to non-FTA countries shall be authorized unless the Secretary for the DOE finds that the proposed exportation will not be consistent with the public interest. Such exports are presumptively in the public interest and that presumption can be overcome only through an affirmative demonstration that the proposed exportation is inconsistent with the public interest.

with its principal place of business located at 2200 Pennsylvania Avenue, N.W., Suite 600 West, Washington, DC 20037. Calcasieu Pass is wholly owned subsidiary of Venture Global LNG, Inc.

The Project was originally conceived and developed by VG LNG, LLC. On May 13, 2013, VG LNG, LLC filed in FE Docket No. 13-69-LNG for FTA and non-FTA export authorization for up to the equivalent of 243.6 Bcf of natural gas per year, or approximately five mtpa, from the Project. The DOE/FE issued this requested FTA authorization in DOE/FE Order No. 3345 (Sept. 27, 2013). In light of the significant market interest in capacity in the Project, VG LNG, LLC filed another application on May 13, 2014, in Docket No. 14-88-LNG, requesting a second authorization for export of LNG to both FTA and non-FTA countries for another 243.6 Bcf of natural gas per year. The DOE/FE issued this second requested FTA authorization in DOE/FE Order No. 3520 (Oct. 10, 2014). The non-FTA export authorization applications in both dockets remain pending.

As explained in the prior export applications, VG LNG, LLC was wholly owned by its sole member Venture Global Partners, LLC, which in turn was fifty percent owned and controlled by each of Robert B. Pender and Michael A. Sabel (the “Principals”). For purposes of further developing and financing the Project, VG LNG, LLC was converted into the Delaware corporation, Venture Global LNG, Inc. (“VG LNG”), in which small minority interests have been sold to twelve U.S. institutional and related investors. Each of these investors holds only a small, passive ownership stake in VG LNG, and has no power to direct the company’s management or policies. Venture Global Partners, LLC (which remains wholly owned 50/50 by the Principals) continues to retain the remaining ownership interest in VG LNG, and has the right to control and to direct its management and policies of both VG LNG and Calcasieu Pass. VG

LNG created the applicant here, Calcasieu Pass, as a wholly-owned, single-purpose subsidiary for purposes of facilitating the further financing and development of the Project.

These developments were summarized in the “Application To Transfer FTA Authorization, and To Modify Pending Applications,” submitted in Docket Nos. 13-69-LNG and 14-88-LNG on September 22, 2014. Acting on that transfer application, DOE/FE both recognized that Calcasieu Pass is now the applicant in the two pending non-FTA export proceedings and approved the transfer of the related FTA authorizations to Calcasieu Pass, following the corporate changes described above. ^{7/}

To develop the Project, Calcasieu Pass expects to partner, or contract, with reputable, experienced and credit-worthy international companies focusing on global infrastructure that will provide equity and project finance debt, as well as international energy and logistics companies that are subject-matter experts in various aspects of the natural gas, liquefaction, marine transportation, LNG terminal and storage businesses.

II. CORRESPONDENCE AND COMMUNICATIONS

All correspondence and communications concerning this Application should be addressed to the following persons:

^{7/} “Notice of Corporate Reorganization or Change in Control And Amendment for Pending Applications to Export Liquefied Natural Gas To Non-Free Trade Agreement Countries,” issued on Nov. 26, 2014, and “Notice of Corporate Reorganization or Change in Control And Amendment of Authorizations to Export Liquefied Natural Gas To Free Trade Agreement Countries,” issued on Dec. 3, 2014, both in Docket Nos. 13-69-LNG and 14-88-LNG.

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III. DESCRIPTION OF THE PROJECT AND RECENT ACTIVITIES

The Project will allow Calcasieu Pass to convert domestically produced natural gas to LNG for storage and export, encouraging the development of new domestic resources and promoting a liberalized global natural gas trade and greater diversification of global gas supplies. Calcasieu Pass intends to be a long-term, low-cost producer of LNG by utilizing highly efficient and low cost, modular, mid-scale LNG liquefaction technology. Calcasieu Pass is developing the Project using competitive bidding of all the material components, and is configuring a highly efficient, clean, low cost, safe and reliable LNG liquefaction system, attractive to off-takers, regulators, investors and the local community.

Calcasieu Pass's proposed Project is composed of multiple LNG facility components (the "Terminal") to be located at the approximately 203.6-acre greenfield site (the "Site"), together with two large-diameter gas pipelines and appurtenant aboveground facilities to bring feed gas to the Terminal from interconnection points with existing interstate and intrastate pipelines in Cameron Parish, Louisiana. ^{8/} The main liquefaction components located at the Site will be ten liquefaction blocks, with each block consisting of one gas pretreatment system, two single mixed refrigerant liquefaction units, and ancillary support facilities, and capable of producing a nominal

^{8/} Further details regarding the planned Project facilities are available in the draft of Resource Report 1 that Calcasieu Pass filed with FERC in its Docket No. PF15-2 on November 10, 2014 ("FERC RRI").

one mtpa of LNG. In addition to these liquefaction facilities, Calcasieu Pass proposes to construct various other facilities at the Site to support the liquefaction and export operation, including two 200,000 cubic meter aboveground LNG storage tanks, two LNG berthing docks within a common LNG berthing area, and an electric generation facility to provide approximately 600 megawatts of power for the Terminal facilities.

The proposed Terminal facilities will be constructed on an approximately 203.6-acre greenfield Site on the east side of the Calcasieu Ship Channel, approximately 1,000 feet north of the Gulf of Mexico in Cameron Parish, Louisiana. The Site is bordered by the Calcasieu Ship Channel to the west, private property used for raising cattle to the north and east, and the Cameron Jetty Pier Facility and state lands along the Gulf of Mexico shoreline to the south. The Site extends for approximately 3,700 feet along the Calcasieu Ship Channel and has a maximum width (west to east) of approximately 3,400 feet. The location of the Site is shown in attached Appendix C.

Calcasieu Pass holds an exclusive right to lease the entire Site. Calcasieu Pass has entered into an Amended and Restated Real Estate Lease Option Agreement covering the entire 203.6-acre Site.^{9/} A redacted version of that consolidated lease option agreement, with certain

^{9/} In its initial application in Docket No. 13-69-LNG, VG LNG, LLC submitted a letter agreement providing it an exclusive right to lease approximately 69 acres. That letter agreement was superseded by two definitive Lease Option Agreements that together encompassed the same acreage covered by the letter agreement. VG LNG, LLC subsequently entered into a third Lease Option Agreement for another 40 acres that are contiguous with the original acreage. VG LNG, LLC submitted the three Lease Option Agreements as an attachment to its application in Docket No. 14-88-LNG. VG LNG, LLC assigned all its rights under these agreements to Calcasieu Pass. Calcasieu Pass explained in its October 1, 2014 update to Docket Nos. 13-69-LNG and 14-88-LNG that it had entered into an exclusive agreement to lease an additional 93 acres, and that it expected to consolidate all the land covered by all four agreements into a single lease option agreement. The consolidation of all the land in relation to the Project Site – previously covered by four separate agreements – was accomplished pursuant to the Amended and Restated Real Estate Lease Option Agreement. Calcasieu Pass submitted a redacted version of that consolidated agreement in Dockets Nos. 13-69-LNG and 14-88-LNG on December 22, 2014, and provides it again in Appendix D.

confidential terms redacted, is provided in Appendix D. To facilitate the further optimization of the Project layout, Calcasieu Pass recently entered into a binding letter agreement providing an exclusive right to lease an additional approximately 59 acre parcel of land adjacent to the northern border of the current 203.6-acre Site. Once that agreement is reflected in a lease option agreement, Calcasieu Pass will submit a redacted version of it as a supplement to this filing as well as to its other pending applications.

The Site is located near various major interstate and intrastate natural gas pipeline systems. For example, the systems of Transcontinental Gas Pipe Line Company LLC (“Transco”), ANR Pipeline Company (“ANR”), Tennessee Gas Pipeline Company, Bridgeline Holdings, L.P., Columbia Gulf Transmission Company and Natural Gas Pipeline Company of America are all located in close proximity to the Project. Calcasieu Pass’s proposed Project includes two new lateral pipelines that will connect to the existing interstate natural gas pipeline network in the Project area and will transport feed gas for the liquefaction and power generation facilities. One pipeline lateral will extend approximately 23.8 miles to the east of the Site to a new interconnection in the vicinity of ANR’s Grand Chenier facility in eastern Cameron Parish. The second pipeline lateral will extend approximately 18.5 miles to the west of the Site from a new interconnection in the vicinity of Transco’s Cameron Meadows facility in western Cameron Parish.

The natural gas to be exported as LNG from the Project will be sourced from any of a variety of liquid supply points upstream from the Project and transported over the integrated, natural gas pipeline grid to the Project’s pipeline laterals and then to the Terminal. Access to the pipeline grid will enable Calcasieu Pass, or its customers, to purchase natural gas from a multitude of sources of conventional and non-conventional U.S. production. Such supplies could

be produced from any of a multitude of production areas, including conventional Gulf Coast production regions, the already robust and expanding supplies produced from nearby shale gas plays such as the Barnett, Haynesville, and Bossier formations, as well as the more distant but prolific Marcellus (and Utica) shale regions. The feed gas will be sourced in requisite volumes in the spot market or purchased under long-term arrangements. Calcasieu Pass will file all executed long-term gas supply agreements with the DOE/FE in accordance with established policy and Order Nos. 3345 and 3520.

Since filing its prior applications with DOE/FE, Calcasieu Pass continues to commit substantial resources to develop its LNG export project. During 2014, Calcasieu Pass significantly expanded its Project team, with officers, staff, board members, engineers, financial advisers, consultants, experts and attorneys. ^{10/} Calcasieu Pass has contracted with, among others, the following organizations to assist with the development of the Project: CH-IV, a Clough company, as LNG Engineering Managing Consultant and Safety and Reliability expert; an international LNG EPC contractor for the Project's Front End Engineering and Design; Natural Resource Group, LLC for Environmental Support, Permitting, and Public Outreach; and AcuTech Group, Inc. as Marine Safety consultant.

Calcasieu Pass has raised sufficient capital to proceed through the FERC process and to obtain other needed regulatory approvals. As already noted, Calcasieu Pass initiated the FERC Pre-Filing process in FERC Docket No. PF15-2 on October 10, 2014. In addition to engaging in that FERC process (including, for instance, submitting drafts of its initial two resource reports on November 10, 2014), Calcasieu Pass is also actively working with all other agencies with a role

^{10/} Additional information regarding the Calcasieu Pass Project team and the Project itself are available at: <http://ventureglobalng.com/>.

in approving the Project, including the U.S. Coast Guard, the Environmental Protection Agency, the Army Corps of Engineers, the Louisiana Department of Environmental Quality, the Louisiana Department of Natural Resources, and others. 11/

Calcasieu Pass has not yet entered into any binding contracts with customers for the export of LNG from the Project, but has made significant progress in negotiations with potential customers. In mid-December of 2013, Calcasieu Pass, through an expert international LNG consultant, issued a global tender for LNG capacity from the project. Pursuing interest expressed in response to that tender, the principals of Calcasieu Pass met during 2014 and 2015 with LNG procurement officers of at least 22 international oil companies, national oil companies, and global LNG commodity marketers, spanning Asia, Europe, the Middle East, and South America. These potential off-takers have engaged in due diligence on the Project and requested capacity in excess of the amount of LNG exports originally to be offered, motivating the second export application filed in Docket 14-88-LNG to double the requested export authorization. Calcasieu Pass is negotiating Heads of Agreement with a number of potential off-takers, addressing both tolling and LNG sale structures. Calcasieu Pass will file all long-term, binding contracts associated with the export of LNG from its facility, once executed, in accordance with the requirements of Order Nos. 3345 and 3520.

Calcasieu Pass will propose to the FERC facilities for the entire ten mtpa of nominal liquefaction capacity, explaining that its peak liquefaction capacity may, depending on a variety of factors, be as much as twelve mtpa. Calcasieu Pass hopes to conclude the FERC construction

11/ A complete list of the permits, approvals and clearances necessary for the Project is set forth in Table 1.9-1 of the FERC RRI.

authorization process by mid-2016, allowing the Project to close its construction financing, construct the Project, and enter commercial operations by mid-2019.

IV. AUTHORIZATION REQUESTED FOR INCREMENTAL VOLUMES

Calcasieu Pass requests long-term, multi-contract authorization to export domestically produced LNG of (in addition to the volumes previously proposed in Dockets 13-69-LNG and 14-88-LNG) up to 132.8 Bcf of natural gas per year for a period of 25 years commencing on the earlier of the date of first export or seven years from the date the requested authorization is granted by DOE/FE.^{12/}

The incremental export volumes that are the subject of this Application are designed to conform Calcasieu Pass's total requested authorization with the potential peak annual production capacity of the Project, informed by the completion of Calcasieu Pass's pre-FEED study. The Project's nominal liquefaction capacity of ten mtpa reflects a number of conservative design features. Calcasieu Pass's contractors will guarantee this nominal liquefaction capacity. To assure the ability to meet the guarantees, the contractors will incorporate a variety of design contingencies, the effect of which is expected to result in actual capacity in excess of the guaranteed nominal capacity. Moreover, the contractors must guarantee the nominal liquefaction capacity during summer operations. Both the Project's liquefaction facilities and its power plant are sensitive to ambient temperatures: during winter months, the production capability is expected to be as much as 10% higher than the summer-focused, guaranteed minimum, and capabilities during the spring and fall months also will exceed that nominal capacity. Finally, the

^{12/} In its orders authorizing non-LNG exports, DOE/FE has imposed the condition that the applicant must commence commercial LNG export operations no later than seven years after the issuance of the order. *E.g., Freeport*, Order No. 3357 at 158 (Nov. 15, 2013); *Jordan Cove Energy Project, L.P.*, Order No. 3413 at 147 (March 24, 2014).

Project is being designed to assume a certain number of days of maintenance, or other down-time, and still achieve the design annual liquefaction capacity. Calcasieu Pass expects that it will likely, especially in the early years of operation, need less down-time than is assumed in the Project design – again, resulting in an increase in its peak liquefaction capability compared to the nominal capacity. For all of these reasons, Calcasieu Pass has determined that its peak liquefaction capability actually will be as much as twelve mtpa.

In addition, Calcasieu Pass has reconsidered the appropriate conversion of this measurement of LNG into Bcf of natural gas for purposes of requesting export authorization. The relation between Bcf of gas and mtpa of LNG varies with the mole weight of the LNG which, in turn, varies as a function of the feed gas and the operation of facilities to remove heavy inert and hydrocarbon gases. In each of its two prior applications for export authorization, Calcasieu Pass equated the five mtpa of LNG proposed to be exported with 243.6 Bcf per year – reflecting an assumed mole weight of LNG of 17.14. Gas supply for the Project may come from anywhere in the large, liquid U.S. market. Therefore, the chemical composition of the actual feed gas for the Project is impossible to know at this time and will undoubtedly vary over the life of the Project. Calcasieu Pass contemplates, however, that its feed gas may, at least from time to time, be extremely lean – that is, consist of as much as 97% methane – and be made even leaner with the removal of heavier hydrocarbons, nitrogen and carbon dioxide during the liquefaction process. Accordingly, Calcasieu Pass’s design contemplates that the mole weight of LNG shipped from the Project may be as low as 16.2. To ensure that its export authorizations will cover its peak production, even with this possible lean gas supply, Calcasieu Pass here utilizes this mole weight of 16.2 for purposes of converting the twelve mtpa to a total of 620 Bcf per year.

In its previous export applications in Dockets 13-69-LNG and 14-88-LNG, Calcasieu Pass requested authorization to export a total of up to 487.2 Bcf of natural gas per year. To cover its full potential peak output as explained above, Calcasieu Pass requests in this Application authorization to export up to an additional 132.8 Bcf of natural gas per year.

As in its prior applications, Calcasieu Pass requests authorization to export LNG from the Project both on its own behalf and as agent for entities with which it would contract that may hold title to the LNG at the time of export. Calcasieu Pass will comply fully with all applicable DOE/FE requirements for both exporters and agents, including the requirements specified in Order No. 3345 and 3520 as well in other orders such as *Freeport LNG Development, L.P.* and *Gulf Coast LNG Export LLC*.^{13/} When acting as agent, Calcasieu Pass will register with DOE each LNG title holder for which Calcasieu Pass seeks to export LNG as agent. Furthermore, Calcasieu Pass will provide the DOE/FE a written statement by the title holder that acknowledges and agrees to (1) comply with all requirements in Calcasieu Pass's long-term export authorization, and (2) include those requirements in any subsequent purchase or sale agreement entered into by the title holder.

Calcasieu Pass requests the issuance of separate orders authorizing these exports (1) to any country which has, or in the future develops, the capacity to import LNG via ocean-going carriers and with which the U.S. has, or in the future enters into, an FTA requiring the national treatment for trade in natural gas or is otherwise deemed by the United States as being treated as an FTA nation, and (2) to any country with the capacity to import LNG via ocean-going carriers

^{13/} *Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC*, FE Order No. 2913 (Feb. 10, 2011)(establishing the criteria for exports for agents subsequently adopted in a number of orders); *Gulf Coast LNG Export LLC*, DOE/FE Order No. 3163 at 7-8 (Oct. 16, 2012)(reiterating agency policy).

and with which the United States does not have such an FTA but with which trade is not prohibited by United States law or policy.

Calcasieu Pass respectfully requests that DOE/FE issue the requested FTA authorization as soon as practicable, consistent with the statutory requirement of issuance without delay.

Calcasieu Pass recognizes that, pursuant to DOE/FE's current procedures, the agency will not act on the non-FTA component of this Application until the National Environmental Policy Act ("NEPA") review process for the Project is complete. Calcasieu Pass's Project facilities will be considered as a whole by the FERC, which will be the lead agency for purposes of the NEPA review. Accordingly, once the FERC-led NEPA process for the Project is complete, all three of Calcasieu Pass's non-FTA export applications (*i.e.*, this one along with the pending applications in Dockets 13-69-LNG and 14-88-LNG) will be ripe for action by DOE/FE at the same time. Accordingly, Calcasieu Pass requests that DOE/FE, at the appropriate time under its procedures, act on all three of its non-FTA applications in a single, combined order.

A. EXPORT TO FREE-TRADE COUNTRIES

Section 3(c) of the NGA, as amended by § 201 of the Energy Policy Act of 1992, requires that applications to authorize exports of natural gas, including LNG, to a nation with which there is in effect a free trade agreement requiring national treatment for trade of natural gas be "deemed to be consistent with the public interest" and "granted without modification or delay."^{14/} In addition, DOE/FE has held that the statutory requirement for granting such

^{14/} 15 U.S.C. § 717b(c) (2011) ("For purposes of [15 U.S.C. § 717b(a)] of this section, the importation of the natural gas referred to in [15 U.S.C. § 717b(b)] of this section, or the exportation of natural gas to a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas, shall be deemed to be consistent with the public interest, and applications for such importation or exportation shall be granted without modification or delay.")

applications without delay or modification overrides otherwise applicable regulatory requirements for public notice and other procedures set forth in 10 C.F.R. Part 590.^{15/}

Under this statutory structure, the portion of this Application that seeks to export LNG to FTA countries should be granted without modification or delay. The DOE/FE has consistently followed this approach, granting at least thirty-nine applications to allow exports of natural gas to FTA countries,^{16/} including the prior FTA authorizations granted for the Project in Order Nos. 3345 and 3520. Given the mandatory standard of NGA Section 3(a), DOE/FE is not required to engage in any analysis of factors affecting the public interest in acting on the FTA aspect of this Application, and has not done so when approving similar applications to export LNG to FTA countries. Nevertheless, further support for the requested FTA authorization is provided by the below presentation concerning the non-FTA authorization, to the extent it is deemed relevant.

Consistent with the practice of DOE/FE, including in its prior FTA authorizations for this Project in Dockets 13-69-LNG and 14-88-LNG, Calcasieu Pass asks that the requested FTA authorization be granted initially and separately, without waiting on the further inquiry required to address the requested authorization for LNG export to non-FTA countries.

^{15/} E.g., *Sabine Pass Liquefaction, LLC*, DOE/FE Order No. 2833 at note 8 (Sept. 7, 2010); *Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC*, DOE/FE Order No. 2913 at note 6 (Feb. 10, 2011); *Lake Charles Exports, LLC*, DOE/FE Order 2987 at note 3 (July 22, 2011).

^{16/} A list of docket numbers for the orders authorizing exports to FTA countries, as well as links to those orders, is available on the DOE/FE website at:
<http://energy.gov/sites/prod/files/2014/12/f19/Summary%20of%20LNG%20Export%20Applications.pdf>

B. EXPORT TO NON-FREE-TRADE COUNTRIES

This Application also requests authority to export LNG to countries with which the United States does not have an FTA requiring national treatment for trade in natural gas. This non-FTA portion of the Application must be reviewed pursuant to the statutory standard established in Section 3(a) of the NGA. The statute provides that:

[N]o person shall export any natural gas from the United States to a foreign country or import any natural gas from a foreign country without first having secured an order of the [Secretary of Energy] authorizing it to do so. The [Secretary] *shall issue* such order upon application, *unless*, after opportunity for hearing, [the Secretary] finds that the proposed exportation or importation will not be consistent with the public interest.^{17/}

This statutory language creates a presumption that the proposed export of natural gas is in the public interest. DOE/FE has consistently held that it must grant export applications unless opponents of the application overcome this presumption by making an affirmative demonstration that the proposed export is inconsistent with the public interest.^{18/}

Furthermore, the Policy Guidelines developed by DOE/FE to implement NGA Section 3 (which are applicable to exports as well as imports)^{19/} promote the free and open trade of natural gas.^{20/} The Policy Guidelines were “designed to establish natural gas trade on a market-

^{17/} 15 U.S.C. § 717b(a) (2006) (emphasis added). This authority has been delegated to the Assistant Secretary for Fossil Energy pursuant to Redelegation Order No. 00-002.04D (Nov. 6, 2007) and Redelegation Order No. 00-002.04E (April 29, 2011).

^{18/} *E.g.*, *Philips Alaska Natural Gas Corp. and Marathon Oil Co.*, DOE/FE Order No. 1473 at 13 (April 2, 1999); *Sabine Pass Liquefaction, LLC*, DEO/FE Order No. 2961 at 28 (May 20, 2011); *Jordan Cove Energy Project, L.P.*, DOE/FE Order No. 3413 (March 24, 2014).

^{19/} *E.g.*, *Philips Alaska*, DOE/FE Order No. 1473 at 14; *Yukon Pacific Corp.*, DOE/FE Order No. 350, 1 FE ¶ 70,259 at 71,128 (1989); *LNG Development Co., LLC (d/b/a Oregon LNG)*, Order No. 3465 at 7 (July 31, 2014).

^{20/} *Policy Guidelines and Delegation Orders Relating to the Regulation of Imported Natural Gas*, 49 Fed. Reg. 6,684 (Feb. 22, 1984).

competitive basis and to provide immediate as well as long-term benefits to the American economy from this trade.” 21/ Moreover, the Guidelines provide that:

The market, not government, should determine the price and other contract terms of imported [or exported] gas. U.S. buyers [sellers] should have full freedom – along with the responsibility – for negotiating the terms of trade arrangements with foreign sellers [buyers]....

* * *

The policy cornerstone of the public interest standard [of NGA Section 3] is competition. Competitive import [export] arrangements are an essential element of the public interest, and natural gas imported [exported] under arrangements that provide for the sale of gas in volumes and at prices responsive to market demands largely meets the public interest test....22/

In its series of recent orders authorizing non-FTA LNG exports, DOE/FE has repeatedly explained that it “continues to subscribe to the principle set forth in our 1984 Policy Guidelines that, under most circumstances, the market is the most efficient means of allocating natural gas supplies.”23/ The agency has promoted the competitive, free-trade policies embodied in the Policy Guidelines authorizing LNG exports to non-FTA nations in each of its recent decisions concerning non-FTA exports, and it should continue to follow this course here.

While NGA section 3(a) establishes a broad public interest standard and a presumption favoring export authorizations, the statute does not define “public interest” or identify the criteria that must be considered. In its prior decisions, however, DOE/FE has explained that its review

21/ *Id.* at 6,684.

22/ *Id.* at 6685 and 6687. The parenthetical references to exports are added in the above quotation to reflect the applicability of the Policy Guidelines to exports. *See* note 19, *supra*.

23/ *Freeport LNG Expansion, L.P.*, Order No. 3282 at 112 (Nov. 15, 2013); *Lake Charles Exports*, Order No. 3324 at 125 (Aug. 7, 2013); *Dominion Cove Point LNG, LP*, Order No. 3331 at 141 (Sept. 11, 2013); *Freeport LNG*, Order No. 3357 at 154 (Nov. 15, 2013); *Cameron LNG, LLC*, DOE/FE Order No. 3391 at 132 (Feb. 11, 2014); *Jordan Cove Energy Project, L.P.*, Order No. 3413 at 143 (March 24, 2014); *Oregon LNG*, Order No. 3465 at 141 (July 31, 2014).

of export applications focuses on: (i) the domestic need for the natural gas proposed to be exported, (ii) whether the proposed exports pose a threat to the security of domestic natural gas supplies, (iii) whether the arrangement is consistent with DOE/FE's policy of promoting market competition, and (iv) any other factors bearing on the public interest.^{24/} In addition, DOE/FE also has identified a range of factors that it evaluates when reviewing an application for export authorization. These factors include economic impacts, international impacts, security of natural gas supply, and environmental impacts, among others.^{25/}

Granting Calcasieu Pass its requested authorization to export LNG will be consistent with, and indeed advance, the public interest. The general benefits of LNG exports are well known to DOE/FE. Faced with multiple LNG export proposals, DEO/FE undertook an in-depth two part study of the cumulative economic impact of LNG exports. The first part of the study was conducted by the Energy Information Agency (EIA) and evaluated the potential impact of additional LNG exports on domestic energy consumption, production and prices under several export scenarios. The second part of the study, performed by NERA Economic Consulting ("NERA"), assessed the potential macroeconomic impact of LNG exports using its energy-economy model. The two studies, as well as the results of the extensive notice and comment process undertaken by DOE/FE seeking public comments on them, are summarized in detail in each of the recent DOE/FE orders authorizing LNG exports to non-FTA countries. ^{26/}

^{24/} *Freeport LNG*, Order No. 3282 at 7; *Lake Charles Exports*, Order No. 3324 at 8; *Dominion Cove Point LNG*, Order No. 3331 at 8-9; *Freeport LNG*, Order No. 3357 at 9; *Cameron LNG*, Order No. 3391 at 8; *Jordan Cove*, Order No. 3413 at 8; *Oregon LNG*, Order No. 3465 at 8.

^{25/} *Freeport LNG*, Order No. 3282 at 6; *Lake Charles Exports*, Order No. 3324 at 7; *Dominion Cove Point LNG*, Order No. 3331 at 7; *Freeport LNG*, Order No. 3357 at 8; *Cameron LNG*, Order No. 3391 at 6-7; *Jordan Cove*, Order No. 3413 at 6-7; *Oregon LNG*, Order No. 3465 at 7.

^{26/} *Freeport LNG*, Order No. 3282 at 30-109; *Lake Charles Exports*, Order No. 3324 at 42-121; *Dominion Cove Point LNG*, Order No. 3331 at 56-134; *Freeport LNG*, Order No. 3357 at 31-50 and 91-

As DOE/FE has summarized, two of the key findings of the NERA study are the following:

- Across all the scenarios studied, NERA projected that the United States would gain net economic benefits from allowing LNG exports. For every market scenario examined, net economic benefits increased as the level of LNG exports increased. Scenarios with unlimited exports had higher net economic benefits than corresponding cases with limited exports. In all cases, the benefits that come from export expansion outweigh the losses from reduced capital and wage income to U.S. consumers, and hence LNG exports have net economic benefits in spite of higher domestic natural gas prices.
- U.S. natural gas prices would increase if the United States exports LNG. However, the global market limits how high U.S. natural gas prices can rise under pressure of LNG exports because importers will not purchase U.S. exports if U.S. wellhead price rises above the cost of competing supplies. Natural gas price changes attributable to LNG exports remain in a relatively narrow range across the entire range of scenarios. 27/

DOE/FE has held repeatedly that the NERA study is fundamentally sound and supports the proposition that the United States will experience net economic benefits from LNG exports and that proposed exports of LNG are not inconsistent with the public interest.28/ Moreover, NERA's fundamental findings that the country will benefit from the export of domestically produced LNG are confirmed by numerous other persuasive studies, including but not limited to:

143; *Cameron LNG*, Order No. 3391 at 23-42 and 71-125; *Jordan Cove*, Order No. 3413 at 26-51 and 82-136; *Oregon LNG*, Order No. 3465 at 29-54 and 78-132.

27/ *Freeport LNG*, Order No. 3282 at 40-41; *Lake Charles Exports*, Order No. 3324 at 52-53; *Dominion Cove Point LNG*, Order No. 3331 at 66-67; *Freeport LNG*, Order No. 3357 at 41-42; *Cameron LNG*, Order No. 3391 at 33-34; *Jordan Cove*, Order No. 3413 at 37-38; *Oregon LNG*, Order No. 3465 at 39-40. These findings are also set forth in the Executive Summary of NERA Study itself at pages 1-2. *Macroeconomic Impacts of LNG Export from the United States*, NERA Economic Consulting, at 1-2, available at: http://www.fossil.energy.gov/programs/gasregulation/reports/nera_lng_report.pdf.

28/ *Freeport LNG*, Order No. 3282 at 110; *Lake Charles Exports*, Order No. 3324 at 123; *Dominion Cove Point LNG*, Order No. 3331 at 140; *Freeport LNG*, Order No. 3357 at 153; *Cameron LNG*, Order No. 3391 at 130-31; *Jordan Cove*, Order No. 3413 at 141; *Oregon LNG*, Order No. 3465 at 139.

- Charles Ebinger *et. al.*, “Liquid Markets: Assessing the case for U.S. Exports of Liquefied Natural Gas,” Brookings Institution (May 2012)(hereinafter, “Ebinger/Brookings”);
- Michael Levi, “A Strategy for U.S. Natural Gas Exports,” The Hamilton Project, Brookings Institution (June 2012) (hereinafter, “Levi/Brookings”);
- Kenneth B. Medlock II, Ph.D., “U.S. LNG Exports: Truth and Consequences,” Energy Forum at the James A. Baker Institute for Public Policy, Rice University (August 2012)(hereinafter, “Medlock/Baker”);
- Deloitte, “Exploring the American Renaissance: Global Impacts of LNG Exports from the United States” (October 2012) (hereinafter “Deloitte”);
- ICF International, “U.S. LNG Exports: Impacts on Energy Markets and the Economy” (May 2013) (hereinafter “ICF”).

These studies are all publicly available,^{29/} and Calcasieu Pass hereby incorporates each of them into the record here as supporting of the public interest supporting its proposed LNG exports.

At the request of DOE/FE, EIA recently conducted a new study of the “Effect of Increased Levels of Liquefied Natural Gas Exports on U.S. Energy Markets.”^{30/} This new EIA

^{29/} See Edinger/Brookings at http://www.brookings.edu/~media/Research/Files/Reports/2012/5/02%20lng%20exports%20ebinger/0502_lng_exports_ebinger.pdf; Levi/Brookings at <http://www.brookings.edu/research/papers/2012/06/13-exports-levi>; Medlock/Baker at http://bakerinstitute.org/publications/US%20LNG%20Exports%20-%20Truth%20and%20Consequence%20Final_Aug12-1.pdf; Deloitte at http://www.deloitte.com/assets/Dcom-UnitedStates/Local%20Assets/Documents/Energy_us_er/us_er_GlobalImpactUSLNGExports_AmericanRenaissance_Jan2013.pdf; and ICF at <http://www.api.org/~media/Files/Policy/LNG-Exports/API-LNG-Export-Report-by-ICF.pdf>.

^{30/} This new EIA study, which was released on October 29, 2014, is available at: <http://www.eia.gov/analysis/requests/fe/>

study addresses scenarios of total LNG exports from the Lower 48 States of 12 Bcf per day (“Bcf/d”), 16 Bcf/d, and 20 Bcf/d, with the exports phased in at a rate of 2 Bcf/d each year beginning in 2015, in the context of the baseline cases from EIA’s 2014 Annual Energy Outlook (“AEO 2014”). The key results of the new EIA study include the following: ^{31/}

- Projected average residential natural gas prices are projected to increase by from 2% in the 12 Bcf/d scenario to 5% in the 20 Bcf/d scenario, compared to the base projections over the 2015-40 period, with a slower, more realistic ramp-up scenario resulting in lower price impacts;
- Increased natural gas production is projected to satisfy 61% to 84% of the increase in natural gas demand from LNG exports;
- Natural gas bills paid by end-use consumers are projected to increase by 1 to 8%, and electricity bills for end-use consumers increase by 0 to 3%, over the comparable baseline cases depending on the scenario; and
- LNG exports will result in higher economic output, with economic gains (measured as changes in the level of GDP relative to the baseline), ranging from 0.05 to 0.17%, generally increasing with greater LNG exports: EIA notes that these estimates do not address several key economic linkages that may increase economic benefits.

DOE/FE has announced that it has also commissioned an external analysis of the economic impact of LNG exports in the range of 12-20 Bcf/d. ^{32/} This new study is not yet available. However, NERA has itself updated its 2012 Study, and the update was recently filed

^{31/} *Id.* These key results are set forth in the Summary of Results at pages 12-13 of the study.

^{32/} DOE LNG Exports Announcements – May 29, 2014, available at: <http://energy.gov/fe/doe-lng-exports-announcements-may-29-2014>

with DOE/FE by Sabine Pass Liquefaction.^{33/} Calcasieu Pass also incorporated the updated NERA study by reference in its export application in Docket No. 14-88-LNG.

The updated study utilized more recent data than the 2012 NERA study and provided a complete analysis of scenarios in which no limitations were put on the level of U.S. LNG exports and the exports exceeded the 12 Bcf per day maximum specified in the earlier study. The key results of the updated NERA study include the following:

- In all the scenarios studied, NERA found that the U.S. would experience net economic benefits from increased LNG exports.
- Across all the scenarios, U.S. economic welfare consistently increases as the volume of natural gas exported increases. Unlimited exports always create greater benefits than limited exports in comparable scenarios.
- A comparison of the updated NERA study with its prior study indicated greater LNG export potential at lower prices than previously estimated. Higher levels of exports are shown in nearly all scenarios at lower prices than in the previous study. That is, the results show an expectation of the U.S. exported greater amounts of LNG at lower gas prices than in the NERA study that DOE/FE has previously relied upon in authorizing exports.

This updated NERA study has previously been submitted to DOE/FE in Docket Nos. 13-30-LNG, 13-42-LNG, and 13-121-LNG, and Calcasieu Pass hereby incorporates it by reference into this proceeding, just as it did in the 14-88-LNG application.

^{33/} Sabine Pass submitted the updated NERA study on February 28, 2014 in Docket Nos. 13-30-LNG, 13-42-LNG and 13-121-LNG. Sabine Pass' filing with the study is available on DOE/FE's website at: http://www.fossil.energy.gov/programs/gasregulation/authorizations/2013_applications/Supplement_to_a_pplication02_28_14.pdf

1. Domestic Need for the LNG to be Exported

The primary focus of the DOE/FE's public interest analysis is on the domestic need for the LNG proposed to be exported. This domestic need can be analyzed by comparing the domestic natural gas supply against natural gas demand.

Domestic natural gas resources are abundant, environmentally friendly, and affordable, and are sufficient to meet both the domestic consumption demand and any expected level of LNG exports (including all those proposed by Calcasieu Pass) in the long-term. Recent technological developments in the natural gas industry have led to significant increases in domestically-produced natural gas, especially with regard to non-conventional production of gas from onshore shale formations.

DOE/FE has repeatedly found that there are adequate natural gas resources to meet demand associated with LNG exports. In its LNG export orders, DOE/FE has focused on three measures of supply: estimates of future production, measures of proved reserves (volumes that geological and engineering data demonstrate with reasonable certainty to be recoverable in future years from known reservoirs under existing economic and operating conditions), and technically recoverable resources or "TRR" (amounts producible using current recovery technology without reference to economic profitability).

The latest EIA projections show U.S. natural gas production continuing the phenomenal increase of recent years. The reference case in AEO 2014 projects that total U.S. dry gas production will increase from 22.55 Tcf in 2011 to 37.54 Tcf in 2040, growing by an average amount of 1.6% per year over that period. ^{34/} More recent EIA data shows total dry gas

^{34/} U.S. Energy Information Administration, Annual Energy Outlook 2014 ("AEO 2014"), at A-27 & Table A13 (April 2014), available at: [http://www.eia.gov/forecasts/aeo/pdf/0383\(2014\).pdf](http://www.eia.gov/forecasts/aeo/pdf/0383(2014).pdf)

production of over 24.3 Tcf in 2013 and over 25 Tcf in 2014. 35/ EIA also projects increased gas consumption, with growth at 0.8% – just half the rate of growth in supply – to reach 31.63 Tcf in 2040. 36/ The growing surplus of gas production over consumption sets the stage for the U.S. to become a net export of gas before 2020. 37/

As DOE/FE itself recently explained, EIA’s recognition of the availability of excess supply has been growing in the recent years since DOE/FE began considering LNG exports. 38/ This growth is illustrated by a comparison of EIA’s estimates for 2035 provided in AEO 2011 compared to AEO 2014. AEO 2011 estimated 2035 total consumption of 72.7 Bcf/d compared to total dry gas production of 72.1 Bcf/d, while AEO 2014 projects consumption of 83.4 Bcf/d compared to production of 98.9 Bcf/d. 39/ With this higher expected production and consumption, the 2035 projected market price in the Reference Case declined (in constant 2012 \$) from \$7.31/ MMBtu in the AEO 2011 to \$6.92 / MMBtu in the AEO 2014. 40/ As DOE/FE concluded, “the implication of the latest EIA projections is that a greater quantity of natural gas is projected to be available at a lower cost than estimated just three years ago.” 41/ In other words, the conclusion that projected gas production is ample to supply both domestic needs and LNG exports has only strengthened over time.

35/ Year-end production data for 2014 is not yet available; but, through ten months, 2014 production was over 0.98 Tcf more than in 2013. EIA, Natural Gas Monthly (Dec. 2014) at Table 1, available at: http://www.eia.gov/naturalgas/monthly/pdf/table_01.pdf The total dry gas production for the first ten months of 2014 was approximately 21.95 Tcf, with monthly production of over 2 Tcf in each month except one and a high of about 2.24 in October. *Id.*

36/ AEO 2014, at A-27 & Table A13.

37/ *Id.*, at MT-22 and Figure MT-42 (“With production growing faster than use, the U.S. becomes a net exporter of natural gas”).

38/ See *Oregon LNG*, Order No. 3465 at 84-88.

39/ *Id.* at 87 & Table 4 and 104.

40/ *Id.* at 104.

41/ *Id.*

A comparison of the current data with earlier EIA projections is even more revealing of the incredible growth in domestic gas production in recent years. For instance, EIA's AEO 2006 showed total dry gas production for 2004 of 18.46 Tcf, which was a decrease from 19.04 in 2003. ^{42/} Looking to the future, EIA at that time projected total dry gas production to be 18.58 Tcf in 2010, 20.36 Tcf in 2015, 21.44 Tcf in 2020, and 20.83 Tcf in 2030. ^{43/} The general expectation at that time of flat or falling domestic gas production, together with expected increases in gas demand, led to a wave of U.S. LNG *import* project proposals. Since the AEO 2006, of course, the actual production levels have already far exceeded these long-term projections, exceeding 25 Tcf in 2014 – thereby, setting the stage for LNG exports.

The increase in U.S. gas reserves in recent years has been even more dramatic than the growth in production. As DOE/FE has recognized, proved dry natural gas reserves increased from 2000 to 2010 by 72% (from 177.4 Tcf to about 304.6 Tcf) while production has increased by just 16%, demonstrating the growing available supply of natural gas.^{44/} Even more recently, EIA calculated that proved dry natural gas reserves increased further to 338 Tcf as of year-end 2013, an all-time record high. ^{45/}

EIA's estimates of TRR have fluctuated in recent years, from below 2,000 Tcf in AEO 2010 to more than 2,500 Tcf in AEO 2011 to 2,266 Tcf in AEO 2014.^{46/} Other well-respected

^{42/} EIA, AEO 2006, at 155 and Table A13, available at: <http://www.eia.gov/oiaf/archive/aeo06/>

^{43/} *Id.*

^{44/} *Oregon LNG*, Order No. 3465 at 104 & Table 5; *Jordan Cove*, Order No. 3413 at 108-109. DOE/FE reached the same conclusion, with slightly different figures based on a different data source (increase of 88% in proved reserves and of 23% in production) in *Cameron LNG*, Order No. 3391 at 97.

^{45/} EIA, "US Crude Oil and Natural Gas Proved Reserves, 2013" (Dec. 2014) at 16 & Table 17, available at: <http://www.eia.gov/naturalgas/crudeoilreserves/pdf/uscrudeoil.pdf>

^{46/} See U.S. Energy Information Administration, *Assumptions to the Annual Energy Outlook 2014* (June 2014), Table 9.2, "Technically recoverable U.S. natural gas resources as of January 1, 2012, at 114, available at: [http://www.eia.gov/forecasts/aeo/assumptions/pdf/0554\(2014\).pdf](http://www.eia.gov/forecasts/aeo/assumptions/pdf/0554(2014).pdf).

estimates of TRR are slightly higher. For instance, a 2013 study of the world's shale gas resources prepared by Advanced Resources International and released by EIA calculated TRR for the U.S. of 2,431 Tcf.^{47/} Similarly, the latest study by the Potential Gas Committee of the Colorado School of Mines estimated that the recoverable natural gas resource in North America is 2,384 Tcf.^{48/}

DOE has historically determined whether there is a domestic need for the gas proposed for export by comparing the total volume of natural gas reserves expected to be available to produce with the expected gas demands during the proposed period of exports. ^{49/} Thus, in its recent export authorization for Oregon LNG, DOE/FE concluded:

EAI's recent [AEO 2014] estimate of TRR equates to nearly 90 years of natural gas supply at the 2013 domestic consumption level of 26.04 Tcf. Moreover, given the supply projections under each of the above measures, we find that granting the requested authorization is unlikely to affect adversely the availability of natural gas supplies to domestic consumers such as would negate the net economic benefits to the United States. ^{50/}

This conclusion applies equally here.

Importantly, increased demand for gas to be exported as LNG will stimulate additional natural gas production. As previously noted, the recent EIA study of the effect of increased LNG exports of 12-20 Bcf/d concluded that increased natural gas production will satisfy 61% to

^{47/} See "Technically Recoverable Shale Oil and Shale Gas Resources: An Assessment of 137 Shale Formations in 41 Countries Outside the United States," released by EIA on June 10, 2013, Table 2, available at: <http://www.eia.gov/analysis/studies/worldshalegas/>

^{48/} Potential Gas Committee press release, April 9, 2013, and summary of the report, available at <http://potentialgas.org/> and <http://potentialgas.org/download/pgc-press-release-april-2013-slides.pdf>

^{49/} E.g., *Yukon Pacific Corp.*, ERA Docket No. 87-68-LNG, Order No. 350 (Nov. 16, 1989); *Phillips Alaska Natural Gas Cor. And Marathon Oil Co.*, DOE/FE Order No. 1473 (April 2, 1999); *Conoco Phillips Alaska Natural Gas Corp. and Marathon Oil Co.*, FE07-02-LNG, Order No. 2500 at 43 (June 3, 2008).

^{50/} *Oregon LNG*, Order No. 3465 at 106.

84% of the increase in natural gas demand from LNG exports. ^{51/} ICF International similarly concluded that 79-88% of LNG export volumes will be offset by increasing domestic natural gas production. ^{52/} This increased gas production will have the added benefit of increased associated natural gas liquids (“NGL”). ICF estimated that LNG exports will increase NGL volumes by 2035 by 138,000 barrels per day (for a low LNG export case of 4 Bcf/d) to 550,000 barrels per day (in its high, 16 Bcf/d export case). ^{53/} The increased gas and NGL production are important public benefits of LNG exports.

In light of the ample supply of domestic natural gas, granting the authorization requested by Calcasieu Pass to export LNG to non-FTA countries is unlikely to affect the availability of natural gas to domestic consumers. To the contrary, as explained in the NERA study commissioned by DOE/FE itself and NERA’s recent update of that study, and recognized in an unbroken string of DEO/FE order authorizing exports, LNG exports will provide a net economic benefit to the United States regardless of the amount of LNG that is exported from the United States.

2. Domestic Energy Security and International Impacts

DOE/FE has considered the international consequences of its LNG export decisions in its prior orders. As DOE/FE has explained, “[t]o the extent U.S. exports can diversify global LNG supplies, and increase the volumes of LNG available globally, it will improve energy security for many U.S. allies and trading partners. As such, authorizing U.S. exports may advance the public interest for reasons that are distinct from and additional to the economic benefits identified in the

^{51/} EIA, “Effect of Increased Levels of LNG Exports,” *supra*. note 30.

^{52/} The ICF study is cited above at note 25. *See also* the ICF International presentation, summarizing the study, provided to the U.S. House of Representatives LNG Working Group at page 5 (May 15, 2013), available at: <http://www.api.org/~media/Files/Policy/LNG-Exports/ICF-Key-Findings-for-API.pdf>

^{53/} *Id.*

[NERA] Export Study.”^{54/} The importance of this issue, of course, has received increased prominence as a result of events in Ukraine and the Crimea, highlighting the dependence of certain European companies on Russian gas supplies.

Export of LNG from the U.S. has the potential to fundamentally alter the world’s energy and economic map and benefit the nation’s allies around the globe. Increased access to U.S. gas would not only provide new supplies to America’s allies around the world, it would also position the country as an alternative to traditional suppliers in Russia and the Middle East. Asian LNG prices (while decreasing most recently) in recent years have been more than four-times U.S. gas prices, driven by Japan’s need for power fuel following the shut-down of most of its nuclear plants and by the gas demand resulting from growing economies elsewhere in the region, as well as by the traditional oil-linked LNG prices. High gas prices in Europe (compared to the U.S. though not Asia) threaten the Continent’s economic recovery after the financial crisis, and have caused a shift to coal (including that exported from the U.S.) for power generation, retarding progress there on reducing greenhouse gas emissions. Closer to the U.S., export of LNG to Caribbean nations could reduce reliance on more expensive, and carbon-intensive, fuel oil and diesel.

The international and geopolitical benefits of increased U.S. domestic gas production – which will be fostered by LNG exports – are further explained in the report by the James A. Baker III Institute for Public Policy at Rice University.^{55/} That report highlights the broad

^{54/} *Oregon LNG*, Order No. 3465 at 140; *Jordan Cove*, Order No. 3413 at 142. See also *Cameron LNG*, Order No. 3391 at 131 (similar statement); *Freeport LNG*, Order No. 3282 at page 111 (same); *Lake Charles Exports*, Order No. 3324 at page 124 (same); *Dominion Cove Point LNG*, Order No. 3331 at page 140 (same).

^{55/} "Shale Gas and U.S. National Security," Medlock, Myers Jaffe, and Hartley, published by the James A. Baker III Institute for Public Policy (July 19, 2011), available at: <http://www.bakerinstitute.org/publications/EF-pub-DOEShaleGas-07192011.pdf>

effects that new shale discoveries are having on our Nation's energy security, and explains the added security and stability that increased American natural gas reserves will bring around the world, lessening the entanglements that our dependence on foreign energy sources brings. The report also details the numerous benefits that shale gas will have on a global scale, from eliminating demand for imports of foreign LNG to the U.S., to reducing the possibility of a “natural gas OPEC,” weakening the energy stranglehold held by certain countries, and helping curb America's dependence on Middle East oil.

Moreover, any limitation on the level of LNG exports would run counter not only to the pro-competitive framework of DOE/FE's Policy Guidelines but also to U.S. trade policy. DOE/FE has repeatedly recognized that “[t]he United States’ commitment to free trade is one factor bearing on” its review of LNG exports.^{56/} Imposing restrictions on trade in natural gas would be contrary to the United States’ longstanding policy and international trade rules disfavoring export restraints (see the General Agreement on Tariffs and Trade, Article XI). Indeed, the U.S. has led the way in *challenging* export restraints when adopted by other nations. For instance, in 2012, the World Trade Organization agreed with the United States’ challenge to China’s export restraints on several industrial raw materials: a victory heralded by U.S. Trade Representative Ron Kirk’s proclamation that “The Obama Administration will continue to ensure that China and every other country play by the rules so that U.S. workers and companies can compete and succeed on a level playing field.”^{57/} Later in 2012, the United States challenged China’s export restrictions on rare earths, with Ambassador Kirk decrying export

^{56/} E.g., *Oregon LNG*, Order No. 3465 at 139; *Jordan Cove*, Order No. 3413 at 142; *Cameron LNG*, Order No. 3391 at 131.

^{57/} “U.S. Trade Representative Ron Kirk Announces U.S. Victory in Challenge to China’s Raw Materials Export Restraints,” January 2012 press release, available at: <http://www.ustr.gov/about-us/press-office/press-releases/2012/january/us-trade-representative-ron-kirk-announces-us-vict>

restraints “resulting in massive distortions and harmful disruptions in supply chains for these materials throughout the global marketplace.” ^{58/} Thus, were DOE/FE to impose quantitative limits on LNG exports, it would not only hurt the US economically, it also would undermine the country’s own international trade policies and perhaps also violate its international obligations.

Finally, exporting natural gas will benefit the United States internationally because it will support the use of more environmentally-friendly natural gas for the generation of electricity as opposed to diesel or heavy fuel oil used in other foreign countries. The Environmental Protection Agency has estimated that compared to the average air emissions from coal-fired generation, natural gas-fired generation produces half as much carbon dioxide, less than a third as much nitrogen oxides, and 1% as much sulfur oxides. ^{59/} Energy Secretary Moniz reportedly has recognized how the natural gas boom has helped reduce America’s greenhouse gas (“GWG”) emissions, noting that about half of the progress that has been made toward reducing greenhouse gases to 17% below 2005 levels by 2020 has been due to substitution of gas for coal in electric generation. ^{60/} LNG exports from the U.S. may similarly substitute for coal, or fuel oil, usage overseas, thereby sharing the environmental benefits of natural gas with other nations in the quest to reduce global greenhouse gas emissions.

To better inform the public about the environmental effects of increased LNG exports, DOE prepared a study of the Life Cycle Greenhouse Gas Perspective on Exporting Liquefied Natural Gas from the United States, which compared the GHG emissions from power generation

^{58/} “United States Challenges China’s Export Restraints on Rare Earths,” March 2012 press release, available at: <http://www.ustr.gov/about-us/press-office/press-releases/2012/march/united-states-challenges-china%E2%80%99s-export-restraints-r>

^{59/} See <http://www.epa.gov/cleanenergy/energy-and-you/affect/air-emissions.html>

^{60/} See “Energy Secretary: Natural gas helps battle climate change – for now,” by Ben Geman, *The Hill* (08/01/13), available at: <http://thehill.com/blogs/e2-wire/e2-wire/315009-energy-secretary-natural-gas-helps-battle-climate-change-for-now> (quoting Secretary Moniz’s comments to reporters).

in Europe and Asia using exported U.S. LNG with the GHG emissions from power generated using local hydrocarbon resources. ^{61/} That study highlighted the “indeterminate” differences between modeled outcomes due to “underlying uncertainty in the modeling data.” ^{62/} DOE/FE has held that “[t]he conclusions of the [2014 GHG Study], combined with the observation that many LNG-importing nations rely heavily on fossil fuels for electric generation, suggests that exports of U.S. LNG may decrease global GHG emissions, although there is substantial uncertainty on this point.... In any event, the record does not support the conclusion that U.S. LNG exports will increase global GHG emissions in a material or predictable way.” ^{63/}

3. Other Effects of the Requested Export Authorization

i. Impact on Price of US Natural Gas

Once the DOE/FE determines that proposed LNG exports will not jeopardize domestic supply during the term of the export, the public interest analysis under NGA Section 3 is satisfied. The impact of the proposed export on domestic prices should not have to be part of the public interest analysis, given the established policy of promoting competitive markets and free trade and not manipulating energy prices by approving or disapproving of export or import applications.^{64/} Even if the impact on domestic prices is considered, however, abundant evidence filed with DOE/FE in other pending LNG export proceedings demonstrate that this factor also shows that exports are consistent with the public interest.

^{61/} Dep’t of Energy, DOE/NETL-2014/1649, *Life Cycle Greenhouse Gas Perspective on Exporting Liquefied Natural Gas from the United States* (May 14, 2014), available at <http://www.energy.gov/sites/prod/files/2014/05/f16/Life%20Cycle%20GHG%20Perspective%20Report.pdf> (hereinafter, the “2014 GHG Study”).

^{62/} See 2014 GHG Study at 18.

^{63/} *Cameron LNG, LLC*, DOE/FE Order No. 3391-A at 83; *Freeport LNG Expansion, L.P.*, DOE/FE Order No. 3357-B at 94.

^{64/} See Policy Guidelines, *supra*. note 20.

That is, economic studies have demonstrated that the proposed export of LNG will not have a substantial impact on the domestic price of natural gas. For instance, NERA concluded in its DOE-commissioned study that natural gas price changes attributable to LNG exports will remain in a relatively narrow range across all of the various market scenarios that NERA studied.^{65/} The NERA study, when considering the impact of gas price on consumers, concluded that “[t]he net result is an increase in U.S. house-holds’ real income and welfare.”^{66/} Any modest increase in price will be offset by additional sources of income for U.S. consumers. Consequently, in the aggregate, consumers “are better off as a result of opening up LNG exports.”^{67/} The recent study by EIA of LNG exports of 12-20 Bcf/d confirms this conclusion. ^{68/}

Other independent analysis of the impact of LNG exports on domestic gas prices also have confirmed the very modest effect. For instance, Deloitte Market Point estimates that the weighted-average price impact on US prices from 2016 to 2025 as a result of an increase of 6 Bcf/d in exports will only be \$0.12/MMBtu, which represents a 1.7% increase in the projected average US city gate gas price (\$7.09/MMBtu) over the time period from 2016 to 2035.^{69/}

^{65/} 2012 NERA Study, *supra*. note 27.

^{66/} *Id.* at 6.

^{67/} *Id.* at 55.

^{68/} EIA, “Effect of Increased Levels of LNG Exports,” *supra*. note 30.

^{69/} Deloitte Center for Energy Solutions and Deloitte Market Point LLC, Made in America – The Economic Impact of LNG Exports from the United States, available at: http://www.deloitte.com/view/en_US/us/Industries/oil-gas/9f70dd1cc9324310VgnVCM1000001a56f00aRCRD.htm.

As technology and production efficiencies continue to improve in the shale gas industry, natural gas prices could continue to decrease or hold steady for the foreseeable future.^{70/} Shale gas production technologies also have the potential to be exported to other countries, thus increasing the world-wide supply of natural gas and putting further downward pressure on the commodity price.

ii. Economic Benefits

Calcasieu Pass's Project will benefit the economy by creating jobs, increasing tax revenues and reducing the nation's trade deficit. This benefit is reflected in Calcasieu Pass's need for up to 1,500 (peak) construction workers for the Project over the approximately 38-month construction timeframe, approximately 100 full-time staff, and hundreds of off-site workers to support the Project. Other applicants for LNG export authorizations have detailed projected benefits of their projects in jobs created, tax revenues, and improvements in the U.S. balance of trade. Of course, such benefits will also result from Calcasieu Pass's Project.

Calcasieu Pass will not detail those benefits here, in light of the significant consideration of this issue by DOE/FE as part of its consideration of the general issue of the public interest in LNG exports. In particular, DOE commissioned the NERA study to evaluate the macro-economic effect of LNG exports. NERA found, in all of the scenarios it analyzed, that the U.S. would experience net economic benefits from increased LNG exports, as previously noted.^{71/} Across all scenarios including those with unlimited exports, U.S. economic welfare consistently

^{70/} Calcasieu Pass also notes that DOE/FE still maintains the authority to take action that it finds necessary or appropriate to address the effect of a change in the domestic supply of natural gas. *Sabine Pass*, Order No. 2833, at 31-32.

^{71/} 2012 NERA Study, *supra*. note 27.

increases as the volume of natural gas exports increased.^{72/} The reason is that even though domestic natural gas prices are marginally increased by LNG exports, the value of those exports also rises so that there is a net gain for the U.S. economy measured by a broad metric of economic welfare or by more common measures such as real household income or real GDP.^{73/} The updated NERA study, mentioned above, confirms these same conclusions. ^{74/} DOE/FE has also commissioned a new third-party study to consider these issues with regard to increased levels of LNG exports.

The fundamental conclusion that LNG exports will benefit the nation has been confirmed by other studies, including those by the Brookings Institute and ICF. ICF quantified the likely benefits and found even stronger support for LNG exports than indicated in the NERA study. ICF projected an increase in gross domestic product (GDP, in 2010 dollars) ranging from \$15.6 to \$22.8 billion assuming just 4 Bcf per day of exports, and up to \$50.3 to \$73.6 billion with 16 Bcf per day of exports.^{75/} Furthermore, ICF estimated net job gains of 73,100 to 145,100 in the low export case and up to 220,100 to 452,300 in the high export case.^{76/} In each case, both the GDP expansion and the job growth increase with more exports.

The increased jobs associated with LNG exports certainly are an important part of the public interest consideration, and supportive of the Administration's 2010 National Export Initiative ("NEI").^{77/} The NEI is intended "to improve conditions that directly affect the private

^{72/} *Id.*

^{73/} *Id.*

^{74/} *See supra.* note 33.

^{75/} ICF, *supra.* note 29, at 2.

^{76/} *Id.*

^{77/} NEI, Executive Order No. 13534, 75 Fed. Reg. 12433 (March 11, 2010).

sector's ability to export. The NEI will help meet [the] Administration's goal of doubling exports over the next 5 years by working to remove trade barriers abroad, by helping firms -- especially small businesses -- overcome the hurdles to entering new export markets, by assisting with financing, and in general by pursuing a Government-wide approach to export advocacy abroad, among other steps.”^{78/}

Furthermore, LNG exports also will help realign the U.S. balance of trade. The U.S. has experienced large balance of trade deficits for more than decade (although the rise in U.S. exports in recent years has somewhat realigned the trade balance). In 2013, the U.S. trade deficit was approximately \$471.5 billion:^{79/} an improvement compared to recent years, but still very large. Authorizing the export of LNG will help redress this balance by allowing the U.S. to export some of its abundant and valuable natural gas.

These general conclusions about the benefits of LNG exports equally apply to Calcasieu Pass’s specific Project. Therefore, the macroeconomic benefits associated with the Project further demonstrate that it is consistent with, and indeed will promote, the public interest.

IV. ENVIRONMENTAL IMPACTS

Consistent with the NEPA requirements and regulations and the established approach with similar projects, the FERC will act as the lead agency for the environmental review for the siting, construction and operation of the Calcasieu Pass Project, with DOE participating as a cooperating agency. As previously explained, Calcasieu Pass has commenced the FERC Pre-Filing process in FERC Docket No. PF15-2. One purpose of the FERC Pre-Filing process, of

^{78/} NEI, Section 1.

^{79/} See <http://www.census.gov/foreign-trade/statistics/highlights/annual.html>

course, is to identify and try to resolve environmental issues, with a focus on the development of the extensive environmental Resource Reports that FERC requires. Calcasieu Pass anticipates that it will submit its actual application with the FERC, with all the requisite environmental Resource Reports, in August of 2015, following the successful completion of the Pre-Filing Process. Environmental impacts and related issues will be fully evaluated as part of the FERC process. Accordingly, Calcasieu Pass is not addressing those matters here.

V. APPENDICES

The following appendices are included as part of this Application:

Appendix A: Verification

Appendix B: Opinion of Counsel

Appendix C: Site Location

Appendix D: Amended and Restated Lease Option Agreement

VI. CONCLUSION

WHEREFORE, for the foregoing reasons, Calcasieu Pass respectfully requests that the DOE/FE authorize Calcasieu Pass to engage in long-term, multi-contract exports of domestically produced LNG of, in addition to the previously requested quantities, up to 132.8 Bcf of natural gas per year for a period of 25 years. When combined with the authorizations requested in Docket Nos. 13-69-LNG and 18-88-LNG (and authorized for FTA countries in Order Nos. 3345 and 3520), this request will result in a total authorization for Calcasieu Pass's project of 620 Bcf per year, which is equivalent to twelve mtpa. Calcasieu Pass requests the issuance of two separate orders authorizing the LNG exports requested herein: (1st) to any county with which the United States currently or in the future has an FTA requiring national treatment for trade in natural gas and (2nd) to any county with which the United States does not have an FTA requiring

national treatment for trade in natural gas and with which trade is not prohibited by United States law or policy.

Respectfully submitted,



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Phone: (202) 637-6441

Dated: February 9, 2015

Appendix A
VERIFICATION

DISTRICT OF COLUMBIA)

) SS:

CITY OF WASHINGTON)

Paul M. Dillbeck, being first duly sworn on his oath deposes and says: that he is the General Counsel of Venture Global LNG, Inc. and an Authorized Representative of Venture Global Calcasieu Pass, LLC; that he is duly authorized to make this Verification; that he has read the foregoing submittal and is familiar with the contents thereof; that all the statements and matters contained therein are true and correct to the best of his information, knowledge and belief; and that he is authorized to execute and file the same with the U.S. Department of Energy.

Paul M. Dillbeck
General Counsel

Sworn to and subscribed before me this 9th day of February, 2015



Notary Public
In and For said City

My Commission Expires: _____
CHARLENE DIXON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 14, 2018

Appendix B
OPINION OF COUNSEL

February 9, 2015

Mr. John A. Anderson
Office of Fossil Energy
U.S. Department of Energy
Docket Room 3F-056, FE-50
Forrestal Building
1000 Independence Avenue, S.W.
Washington, DC 20585

Re: Venture Global Calcasieu Pass, LLC Application for Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas to Free Trade and Non-Free Trade Agreement Countries, FE Docket No. 15-___-LNG

Ladies and Gentlemen:

This firm has acted as counsel to Venture Global Calcasieu Pass, LLC, a Delaware limited liability company (the "Company"), in connection with the above-referenced application (the "Application"). This opinion letter is furnished pursuant to Section 590.202(c) of the regulations of the U.S. Department of Energy, 10 C.F.R. §590.202(c) (2014).

For the purposes of this opinion, we have examined originals, photocopies or PDF copies, as applicable, of the Certificate of Formation of the Company, the Limited Liability Company Operating Agreement of the Company, the Application and such other documents as deemed necessary. This opinion letter is based as to matters of law solely on applicable provisions of the Limited Liability Company Act of the State of Delaware.

Based upon the foregoing, we are of the opinion that the export of liquefied natural gas as described in the Application is within the limited liability company powers of the Company.

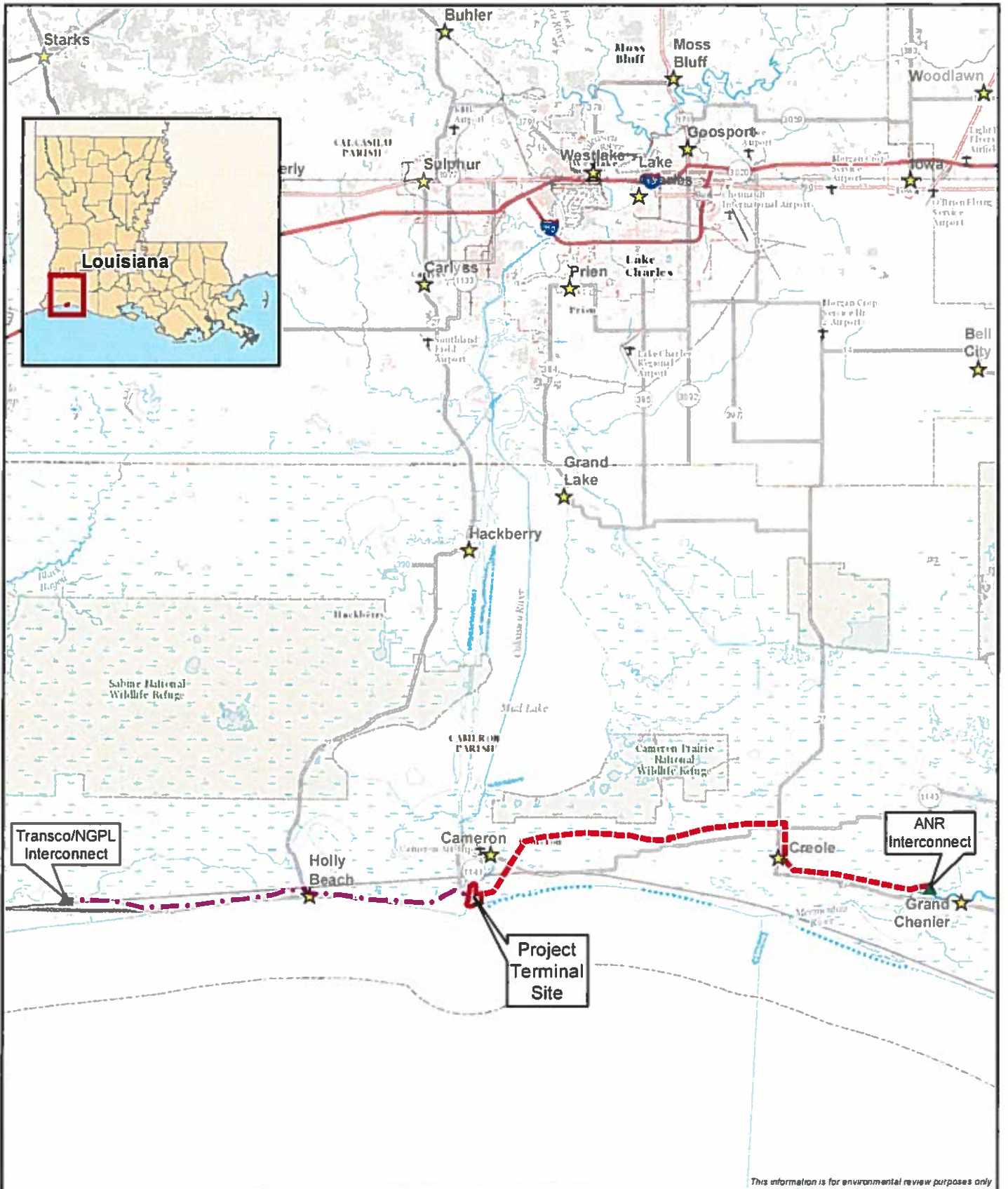
This opinion letter is provided for the purposes of the Application only. We assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion letter.

Very truly yours,



HOGAN LOVELLS US LLP

Appendix C
SITE LOCATION



- Project Terminal Site
- East Lateral
- West Lateral
- Interconnects



Regional Overview Map
Calcasieu Pass Project
Cameron Parish, Louisiana

Appendix D
LEASE OPTION AGREEMENT

AMENDED AND RESTATED REAL ESTATE LEASE OPTION AGREEMENT

(203 ACRES)

BE IT KNOWN that on November 20, 2014 (the "Effective Date"), before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County/Parish, and in the presence of the undersigned competent witnesses personally came and appeared:

Venture Global Calcasieu Pass, LLC (the "PROJECT COMPANY"), a Delaware limited liability company, herein represented by its duly authorized, undersigned representatives;

and

[REDACTED] (the "LANDLORD"), [REDACTED]
[REDACTED],

who hereinafter collectively declare that:

WITNESSETH:

WHEREAS, the LANDLORD is an owner of all right, title and interest in those certain tracts of land south of Cameron, Louisiana, on the east side of the Calcasieu Ship Channel, consisting of (a) the West half of the Northeast Quarter of Section 37, Township 15 South, Range 10 West, less ten (10) acres (Biological Station), consisting of approximately fifty-nine (59) acres (the "59 Acre Site"), (b) an undivided interest in all of the North half of the South half of Section 37 and the Southeast Quarter of the Northeast Quarter of Section 37, consisting of approximately 40 acres, (the "40 Acre Site"), (c) the land donated to the State of Louisiana for a biological station in Section 37, Township 15 South, Range 10 west, consisting of approximately ten (10) acres (the "10 Acre Site"), and (d) the tract of land beginning directly south and contiguous to the 59 Acre Site, the 40 Acre Site and the 10 Acre Site, located in Section 37, Township 15 South, Range 9 West, consisting of approximately ninety-three (93) acres (the "93 Acre Site");

WHEREAS, the 59 Acre Site, the 40 Acre Site, the 10 Acre Site and the 93 Acre Site is more accurately described in the legal description attached hereto as Exhibit A (collectively referred to herein as, the "Project Site");

WHEREAS, the PROJECT COMPANY desires to evaluate the Project Site for the development, financing, construction, ownership, operation and maintenance of certain facilities permitted by law, currently anticipated to be related to the import and/or export of liquefied natural gas ("LNG"), including marine terminals, LNG storage, gas liquefaction and regasification, pipelines and easements, and all ancillary facilities and activities reasonably associated therewith, including landscaping, berms, parking and administration (collectively, the "Facility");

WHEREAS, Venture Global LNG, Inc. (as successor by conversion to Venture Global LNG, LLC) ("VG LNG"), the parent company of the PROEJCT COMPANY, was a party to that certain (a) Real Estate Lease Option Agreement (59 Acres), effective as of November 20, 2013 (the "59 Acre Lease Option"), by and among the VG LNG and [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] (collectively, the "59 Acre Site Owners"), (b) Real Estate Option Lease (40 Acres), effective as of November 20, 2013 (the "40 Acre Lease Option"), by and among the VG LNG and [REDACTED]

[REDACTED] (collectively, the "40 Acre Site Owners"), (c) Real Estate Option Lease (10 Acres), effective as of November 20, 2013 (the "10 Acre Lease Option"), by and among VG LNG and [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] (collectively "10 Acre Site Owners") and (d) Letter Agreement to Lease 93 Acres Cameron Parish Tract Located on Calcasieu Ship Channel, dated as of June 12, 2014 (the "93 Acre Letter Agreement"), by and among VG LNG and [REDACTED] [REDACTED] (the "93 Acre Site Owners");

WHEREAS, on or before July 24, 2014, each of the 59 Acre Site Owners, the 40 Acre Site Owners, the 10 Acre Site Owners and the 93 Acre Site Owners transferred, in one or more transactions, all of their right, title and interest in and to the 59 Acre Site, the 40 Acre Site, the 10 Acre Site and the 93 Acre Site, as applicable, to the LANDLORD and, as a result, the LANDLORD became party to each of the 59 Acre Lease Option, the 40 Acre Lease Option, the 10 Acre Lease Option and the 93 Letter Agreement;

WHEREAS, VG LNG, to date, has made all payments required to be paid to the 59 Acre Site Owners, the 40 Acre Site Owners, the 10 Acre Site Owners and the 93 Acre Site Owners pursuant to the terms of each of the 59 Acre Lease Option, the 40 Acre Lease Option, the 10 Acre Lease Option and the 93 Letter Agreement;

WHEREAS, VG LNG assigned and transferred all of its right, title and interest in and to the 59 Acre Lease Option, the 40 Acre Lease Option, the 10 Acre Lease Option and the 93 Letter Agreement to the PROJECT COMPANY pursuant to the terms of that certain Assignment, Assumption and Release Agreement, dated as of September 22, 2014, by and between VG LNG and the PROJECT COMPANY;

WHEREAS, the PROJECT COMPANY and the LANDLORD wish to amend and restate the 59 Acre Lease Option, the 40 Acre Lease Option, the 10 Acre Lease Option and the 93 Letter Agreement, to consolidate the terms and conditions of each agreement into one agreement pursuant to the terms of this Real Estate Option Agreement (203 Acres) (this "Option Agreement"); and

WHEREAS, on terms and conditions acceptable to the LANDLORD, the LANDLORD has agreed to enter into this Option Agreement to give PROJECT COMPANY the opportunity to

assess the Project Site for purposes of developing, financing, constructing, owning, operating and maintaining the Facility, and any other facilities related to the operations of the PROJECT COMPANY as described above (collectively, the "Project").

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained, the parties herein covenant and agree as follows:

AGREEMENT

1. PARTIES AND EFFECTIVNESS. This Option Agreement is between the LANDLORD and the PROJECT COMPANY, and shall be effective for all purposes as of the Effective Date on the terms and conditions hereinafter set forth, to-wit:

2. IRREVOCABLE AND EXCLUSIVE OPTION TO LEASE.

A. For and in consideration of the mutual covenants hereinafter contained, the LANDLORD does hereby grant on the Effective Date unto PROJECT COMPANY, or its assignee, an irrevocable and exclusive option to lease the Project Site (the "Option"), on the terms and conditions set forth in the attached and annexed Ground Lease Agreement (the "Ground Lease") marked as Annex A.

B. As consideration for the Option, the PROJECT COMPANY shall make an option payment to LANDLORD in an amount equal to [REDACTED] (the "Initial Option Payment"), which is the sum of (i) [REDACTED] for the 59 Acre Site, *plus* (ii) [REDACTED] for the 40 Acre Site, *plus* (iii) [REDACTED] for the 10 Acre Site and (iv) [REDACTED] for the 93 Acre Site, within fifteen (15) days of the Effective Date. The Option is hereby was initially granted to PROJECT COMPANY for a period of [REDACTED] from the Effective Date (the "Initial Option Period").

C. The Initial Option Period shall be subject to an extension for up to [REDACTED] (the "First Extended Option Period") for any reason that the PROJECT COMPANY deems necessary in its sole discretion. The right to extend the Initial Option Period for the First Extended Option Period may be exercised by PROJECT COMPANY in its sole discretion in

accordance with Section 4 below. If PROJECT COMPANY exercises its right to extend the Initial Option Period, then PROJECT COMPANY will make a payment to LANDLORD in the amount equal to [REDACTED] (an "Additional Option Payment"), which is the sum of (i) [REDACTED] for the 59 Acre Site, *plus* (ii) [REDACTED] for the 40 Acre Site, *plus* (iii) [REDACTED] for the 10 Acre Site and (iv) [REDACTED] for the 93 Acre Site, within fifteen (15) calendar days after exercising such right in accordance with Section 4 below.

D. The First Extended Option Period shall be subject to an extension for up to an additional [REDACTED] (the "Second Extended Option Period," together with the Initial Option Period and the First Extended Option Period, the "Option Period") for any reason that the PROJECT COMPANY deems necessary in its sole discretion. The right to extend the First Extended Option Period for the Second Extended Option Period may be exercised by PROJECT COMPANY in its sole discretion in accordance with Section 4 below. If PROJECT COMPANY exercises its right to extend the First Extended Option Period, then PROJECT COMPANY will make a payment to LANDLORD in an amount equal to [REDACTED] [REDACTED] (the "Second Additional Option Payment," and, collectively with the Initial Option Payment and the Additional Option Payment, the "Option Payments"), which is the sum of (i) [REDACTED] for the 59 Acre Site, *plus* (ii) [REDACTED] for the 40 Acre Site, *plus* (iii) [REDACTED] for the 10 Acre Site and (iv) [REDACTED] for the 93 Acre Site, within fifteen (15) calendar days after exercising such right in accordance with Section 4 below.

E. In order to exercise the Option to lease the Project Site, PROJECT COMPANY shall give written notice to the LANDLORD of its intention to lease the Project Site in accordance with the provisions of Section 4 herein. If PROJECT COMPANY fails to timely exercise the Option during any Option Period, no further payments shall be due by PROJECT COMPANY and this Option Agreement shall be terminated and be of no further force or effect. If PROJECT COMPANY timely exercises the Option, the parties shall close the transaction contemplated by this Option Agreement by executing and delivering the Ground Lease (the

“Closing”) on or before the date that is fifteen (15) days after the exercise of the Option (the date of the execution of the Ground Lease is hereinafter referred to as the “Closing Date”), as such time period may be extended pursuant to Section 7A. All Option Payments made by PROJECT COMPANY under this Option Agreement shall be considered consideration for the Option to enter into the Ground Lease, but shall not be deemed or considered rent, rental, or used as a credit against any rent or other amount owing under the Ground Lease.

3. CONTEGURITY OF PARCELS. The Project Site is intended to be one tract in a continuous expanse comprised of the 59 Acre Site, the 40 Acre Site, the 10 Acre Site and the 93 Acre Site and LANDLORD warrants that those tracts are contiguous and continuous and not interrupted by any breaks or breaches.

4. EXERCISE OF OPTION/EXTENDED OPTION PERIOD. The Option to lease the Project Site for the Initial Option Period shall be effected by the execution by the parties of this Option Agreement and the payment by PROJECT COMPANY of the Initial Option Payment. The Option to lease the Project Site by extending the Initial Option Period for the First Extended Option Period, or extending the First Extended Option Period for the Second Extended Option Period, as set forth above, must be effected in each case, if at all, by delivery of a written notice from PROJECT COMPANY to the LANDLORD in substantially the form of Exhibit B with the appropriate blanks completed on or before the expiration of the Initial Option Period or the First Extended Option Period, as applicable. The option to lease the Project Site, on the terms and conditions set forth in the attached and annexed Ground Lease marked as Annex A and to proceed to Closing (as hereinafter defined) shall be exercised during any Option Period, if at all, by delivery of a written notice from PROJECT COMPANY to the LANDLORD in substantially the form of Exhibit B with the appropriate blanks completed on or before the expiration of the Option Period, as applicable. Failure to timely exercise the Option or to extend the Initial Option Period or the First Extended Option Period shall automatically terminate the right of PROJECT COMPANY to exercise the Option or to extend any Option Period, as applicable.

5. CONSIDERATION FOR THE LEASE OF PROJECT SITE. If PROJECT COMPANY meets all required conditions and timely exercises the Option to lease the Project Site, the LANDLORD shall comply with all terms and conditions of this Option Agreement as hereinafter

set forth to lease the Project Site to PROJECT COMPANY on the Closing Date for the consideration as stated in the Ground Lease (as herein attached as Annex A) and in accordance with the provisions of this Option Agreement and the Ground Lease. To the extent the terms of this Option Agreement conflict with the provisions of the Ground Lease, on and after the Closing Date, the provisions of the Ground Lease shall control.

6. PROJECT COMPANY'S RIGHTS AND LANDLORD'S OBLIGATIONS DURING THE OPTION PERIOD.

A. At all times during the Option Period and at its cost, PROJECT COMPANY shall have, and its employees, agents, representatives, contractors and consultants shall have, reasonable access to the Project Site for the purpose of determining the suitability of the Project Site and performing any and all other inspections, analyses, tests and other due diligence that PROJECT COMPANY deems necessary or desirable in its sole discretion, including, without limitation, (i) developing preliminary engineering, design and construction information relative to the facilities required to comprise and support the Project, (ii) performing site assessments of the Project Site by a contractor or contractors, including, without limitation, Phase I and Phase II environmental site assessments and any other environmental assessments that PROJECT COMPANY or any governmental entity regulating or entity financing the Project deems necessary, (iii) performing engineering design, geotechnical, geophysical, seismic, archaeological and land surveys and assessments of and around the Project Site, (iv) performing tests and inspections of improvements, structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems located on or under, the Project Site, (v) conducting soil borings upon the Project Site, for purposes of analyzing such soils, (vi) interviewing persons familiar with the Project Site, (vii) conducting design activities; (viii) performing a land survey and title review, and (ix) any other actions or activities deemed by PROJECT COMPANY, in its sole discretion, to be necessary or desirable for PROJECT COMPANY to inspect, assess and establish the suitability of the Project Site or assess compliance with this Option Agreement (collectively, the "Project Site Activities"). The LANDLORD acknowledges and agrees that PROJECT COMPANY shall not incur any liability for any hazardous materials and/or substances, including NORM, asbestos, and PCBs, existing on the Project Site, as of Closing Date and shall not incur any liability for discovery of such

hazardous materials and/or substances. Notwithstanding anything to the contrary in this Option Agreement, PROJECT COMPANY and its employees, agents, representatives, contractors and consultants shall have access to the Project Site, during any Option Period, unless and until the Closing Date or the expiration or termination of this Option Agreement. After the Closing Date, PROJECT COMPANY shall have access to the Project Site pursuant to the terms of the Ground Lease. PROJECT COMPANY shall take reasonable measures to ensure that its employees, agents, representatives, contractors and consultants, in conducting any Project Site Activities, have all appropriate insurance policies for the nature of their activities hereunder (and provide copies thereof to LANDLORD) and comply with all applicable laws, rules, regulations, ordinances and decrees of any governmental body. Excluding any materials owned by third parties, proprietary information of the PROJECT COMPANY, materials subject to obligations of confidentiality or other restrictions or materials that cannot easily be separated from materials pertaining to property other than the Project Site, all reports, plats, maps, surveys, soil studies, soil reports, or such other similar information pertaining solely to the physical condition of the Project Site developed by PROJECT COMPANY or its agents or contractors pursuant to the Project Site Activities prior to the Closing Date ("Data") shall be provided to LANDLORD at no cost within thirty (30) calendar days following the expiration of this Option Agreement. LANDLORD acknowledges and agrees that PROJECT COMPANY owns all such Data, subject to LANDLORD's right to utilize such Data for any purpose without further consent or approval of PROJECT COMPANY.

B. No later than thirty (30) days after the Effective Date, the LANDLORD shall provide to PROJECT COMPANY, at the LANDLORD's expense: (i) copies of any and all title insurance policies, title abstracts, title commitments, title exception documents and vesting deeds for the Project Site; (ii) copies of any surveys, environmental assessments, audits, test results or reports, wetland mitigation documentation, engineering studies or surveys and soil conditions reports or studies, within the LANDLORD's possession or access or that of its attorneys, consultants, contractors and/or engineers; (iii) copies of any and all Governmental Approvals (as hereinafter defined) that apply to or that the LANDLORD has obtained for the Project Site; (iv) copies of all contracts, leases, agreements, security agreements, servitudes, liens and obligations currently in effect relating to the Project Site; (v) copies of any documents relating to pending litigation, written threats of litigation, legal violations, zoning changes or development

moratoriums, and (vi) copies of any other information the LANDLORD may possess or have access to regarding the Project Site, if any (collectively, "Project Site Materials"). It is understood and agreed that LANDLORD does not have any obligation to procure or commission the production of any of the documents set forth in this paragraph. The parties acknowledge and agree that the LANDLORD's obligation to provide this information is on-going during the Option Period, to the extent that any such information becomes available to or is created by or for the LANDLORD following the Effective Date.

C. The LANDLORD shall support PROJECT COMPANY in its efforts to complete and obtain (i) all federal, state and local regulatory permits and approvals, including the issuance of any Department of Energy and Federal Energy Regulatory Commission permits, special use permits, building permits, zoning matters, environmental permits, and any other permits, approvals or ordinances deemed necessary or desirable by PROJECT COMPANY, in its sole discretion, in order to construct, develop and operate the Project on the Project Site ("Governmental Approvals"), and (ii) satisfactory results from the Project Site Activities, and will be obligated to execute appropriate documentation to waive its right to require wetlands mitigation to be completed on the Project Site, in such form as necessary to allow PROJECT COMPANY to complete such wetlands mitigation at locations other than LANDLORD'S property. It is understood and agreed that this agreement to support does not obligate LANDLORD to pay for, incur any expense, or contribute to the payment of any permits, approvals, or other documentation needed by PROJECT COMPANY.

D. After the Effective Date and until the Closing Date, unless the PROJECT COMPANY agrees in writing otherwise, LANDLORD and its employees, contractors and agents (i) shall maintain the Project Site in the same condition as it was on the Effective Date, reasonable wear and tear excepted, and otherwise operate and maintain the Project Site in the same manner as before the making of this Option Agreement (which has traditionally been limited to bush hogging the Project Site once or twice a year, in LANDLORD's discretion), (ii) shall not take any action and shall not cause any third party to take any action that would materially alter or affect the condition of the Project Site, including but not limited by causing a casualty or introducing, releasing, storing or exacerbating any hazardous waste or hazardous substances, including but not limited to NORM, asbestos, and PCBs, upon, around or under any

portion of the Project Site or into the ground water beneath or adjacent to the Project Site or the Calcasieu Ship Channel, and (iii) shall comply with any notices of legal violations or court orders affecting the Project Site. If LANDLORD becomes aware prior to the Closing Date of any introduction, release, storage or exacerbation of any hazardous waste or hazardous substances, including but not limited to NORM, asbestos, and PCBs, upon, around or under any portion of the Project Site or into the ground water beneath or adjacent to the Project Site or the Calcasieu Ship Channel, then LANDLORD shall notify PROJECT COMPANY in writing within three (3) calendar days after LANDLORD becomes aware of the same. If the LANDLORD violates this Section 6.D, then the LANDLORD shall take all reasonable actions to cure or remedy such violation at its sole cost and expense. If the LANDLORD is unable to cure or remedy such violation by the Closing Date and such violation results or would result in the PROJECT COMPANY being unable to exercise peaceful possession under the Ground Lease, then PROJECT COMPANY shall have the option in its sole discretion (to be exercised in a written notice delivered to the LANDLORD) to: (a) grant the LANDLORD additional time within which to cure the violation, and in such event the Closing shall be extended for such time necessary to cure the violation (in which case PROJECT COMPANY and the LANDLORD shall continue to have all of the rights and obligations set forth in this Option Agreement until the Closing); (b) elect not to enter into the Ground Lease, whereupon the LANDLORD shall immediately refund any and all Option Payments paid to the LANDLORD and the LANDLORD shall reimburse PROJECT COMPANY for PROJECT COMPANY's actual third party costs and expenses incurred in the due diligence and/or development of the Project Site; or (c) waive such violation and proceed to close the Ground Lease, as provided in Section 7E, below.

E. The Project Site is currently bisected by Davis Road. PROJECT COMPANY and LANDLORD acknowledge and agree that PROJECT COMPANY cannot utilize the Project Site for the Project, its intended purpose, with such road on the Project Site. LANDLORD and PROJECT COMPANY agree to use all reasonable best efforts with Cameron Parish Police Jury and any other state or local regulatory authority to cause the relocation of Davis Road away from the Project Site to the east, on terms and conditions acceptable to PROJECT COMPANY in its sole discretion. In doing so, LANDLORD shall retain the Project Site's access to a public road, allowing construction and operation of the Project without additional easements, right-of-ways or improvements required at the expense of PROJECT COMPANY. LANDLORD and PROJECT COMPANY shall not be

required hereunder to incur any cost or expense for the engineering, contracting, construction, etc., for the relocation of Davis Road. With respect to the foregoing, the Parties acknowledge and agree that LANDLORD has no authority or control over the public bodies or governmental agencies with jurisdiction over the removal or relocation of Davis Road.

7. ADDITIONAL RIGHTS AND LANDLORD'S OBLIGATIONS PENDING EXERCISE OF LEASE OPTION. During the Option Period, the LANDLORD and PROJECT COMPANY hereby agree as follows:

A. Verification of Title and Survey.

(i) PROJECT COMPANY, at PROJECT COMPANY's expense, may obtain a title insurance commitment ("Title Commitment") to be issued by a title insurance company acceptable to PROJECT COMPANY in its sole discretion ("Title Company"), pursuant to which the Title Company shall commit to issue a 2006 ALTA extended coverage leasehold title insurance policy to PROJECT COMPANY ("Leasehold Title Policy") and a 2006 ALTA leasehold title loan insurance policy to any lender(s) of PROJECT COMPANY ("Lender Title Policy", and collectively with the Leasehold Title Policy, the "Title Policies"), each in forms and insurable amounts reasonably acceptable to PROJECT COMPANY and its lenders and with such endorsements as PROJECT COMPANY and its lenders may reasonably request. The Title Commitment shall show the LANDLORD to be vested with good, marketable and complete ownership interest of the Project Site, subject only to the following matters (the "Permitted Exceptions"): ad valorem real estate taxes for the current year and subsequent years, not yet due and payable; all applicable recorded zoning ordinances and regulations; and such other matters as shall be satisfactory to PROJECT COMPANY, in PROJECT COMPANY's sole discretion. A copy of any such Title Commitment and any final Title Policies obtained by PROJECT COMPANY shall be provided to LANDLORD at no cost to LANDLORD.

(ii) PROJECT COMPANY may obtain, at PROJECT COMPANY's expense, a current staked ALTA/ACSM survey of the Project Site, complying with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Surveys and including any Table A items that PROJECT COMPANY may request in its sole discretion ("Survey"), prepared by a surveyor or engineer licensed in Louisiana with a certificate attached thereto executed by the surveyor in the

form of the 2011 Minimum Standard Detail Requirements certificate for ALTA/ACSM surveys. The Survey shall reflect the boundaries of the Project Site and all improvements, servitudes, highways, pipeline, utility and other rights-of-way, flood zone classifications and other matters affecting or abutting the Project Site, and shall be in a form sufficient to induce the Title Company to delete all standard and printed exceptions contained in the Title Commitment. A copy of any such Survey obtained by PROJECT COMPANY shall be provided to LANDLORD at no cost to LANDLORD.

(iii) PROJECT COMPANY shall have until sixty (60) days prior to the expiration of the Option Period (the "Title Review Period") to notify the LANDLORD of any title defects, encumbrances, servitudes, use restrictions or other matters noted in the Title Commitment, the Survey, or elsewhere that PROJECT COMPANY requires to be removed or corrected prior to the Closing Date ("Title Objections").

(iv) The Title Commitment will show that all standard exceptions will be deleted from the Leasehold Title Policy (and from the Lender Title Policy, if PROJECT COMPANY has requested one), when issued, and that the "gap" will be deleted as of the Closing Date. If, within the Title Review Period, PROJECT COMPANY notifies the LANDLORD of any Title Objections, the LANDLORD shall use its diligent, good faith, best efforts to cure and eliminate the Title Objections at the LANDLORD's expense. To the extent Title Objections remain, PROJECT COMPANY shall have the right to make additional requirements or objections as to title, up until the Closing Date, in the event any title or survey update or endorsement to the Title Commitment discloses matters not shown in the Title Commitment or Survey ("Additional Title Objections" and together with the initial Title Objections, the "Title Objections"). As long as this Option Agreement remains in effect, the LANDLORD shall not convey all or any interest in the Project Site to any third party (an "Unauthorized Transfer") and, without PROJECT COMPANY's prior written consent, in its sole discretion, the LANDLORD shall not grant or amend any lease, easement, right of way, license, permit to use, servitude, lien, security interest or other encumbrance on the Project Site (an "Unauthorized Encumbrance"). If the LANDLORD is unable to cure the Title Objections, Unauthorized Transfer(s) or Unauthorized Encumbrance(s) by the Closing Date, PROJECT COMPANY shall have the option in its sole discretion (to be exercised in a written notice delivered to the LANDLORD) to:

(a) grant the LANDLORD additional time within which to cure the Title Objections, Unauthorized Transfer(s) or Unauthorized Encumbrance(s), and in such event the Option Period and Closing shall be extended for such time necessary to cure the Title Objections (in which case PROJECT COMPANY and the LANDLORD shall continue to have all of the rights and obligations set forth in this Option Agreement until the Closing); (b) elect not to enter into the Ground Lease, whereupon the LANDLORD shall immediately refund any and all Option Payments paid to the LANDLORD and the parties will be relieved from further liability hereunder, unless the LANDLORD defaulted in its obligations under this Option Agreement (including but not limited to causing and failing to cure an Unauthorized Transfer or an Unauthorized Encumbrance) or acted in a commercially unreasonable manner in not curing such Title Objections, Unauthorized Transfer(s) or Unauthorized Encumbrance(s), in which event the PROJECT COMPANY may exercise any other rights or remedies available at law or equity; or (c) waive one or more of the Title Objections or Unauthorized Encumbrances (at which point such Title Objections or Unauthorized Encumbrances will become Permitted Exceptions) and proceed to the Closing, as provided in Section 7E below.

(v) For purposes of clarification, if the Survey reflects encroachments, non-contiguity, overlaps, strips, gaps, rights-of-way or other encumbrances or interests on or in the Project Site, not appearing in the mortgage or conveyance records of Cameron Parish, or if the Project Site, consists of two or more parcels which are not contiguous along the entire length of their common boundary, such defects may also be raised as a Title Objection as described in Section 7A(iv) above.

(vi) Notwithstanding anything to the contrary in this Option Agreement, PROJECT COMPANY's obligation to lease the Project Site following exercise of the Option is expressly conditioned on Final Approval (as hereinafter defined) with respect to all Governmental Approvals. "Final Approval" shall be the date when: (a) all of the Governmental Approvals for the financing and construction of the Project have been approved and have been issued and made effective, in forms and with conditions satisfactory to PROJECT COMPANY; (b) the time has passed for appeal of all Governmental Approvals; and (c) any appeals or litigation with respect to clause (b) above have been prosecuted and fully and finally resolved in a manner satisfactory to PROJECT COMPANY. PROJECT COMPANY agrees to diligently

pursue obtaining all Governmental Approvals and satisfying all requirements in connection therewith. The LANDLORD agrees that PROJECT COMPANY shall have the authority to apply for all Governmental Approvals necessary for the approval, authorization, and commencement of the Project and to cooperate with PROJECT COMPANY in obtaining and satisfying the requirements of any necessary Governmental Approvals. No Governmental Approvals shall be binding on the LANDLORD or create any obligations to be fulfilled by the LANDLORD unless the LANDLORD specifically consents to be bound by such obligations.

B. LANDLORD's Representations. The LANDLORD warrants, covenants and represents, during the term of this Option Agreement, the following to PROJECT COMPANY with full knowledge that PROJECT COMPANY is relying upon same in agreeing to enter into this Option Agreement:

(i) The LANDLORD owns the Project Site. The LANDLORD has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Option Agreement and to consummate the transactions described in this Option Agreement and the Ground Lease, and has taken all necessary action and proceedings to authorize the execution, delivery and performance of the terms and conditions of this Option Agreement and the Ground Lease. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by the LANDLORD of its obligations under this Option Agreement and the Ground Lease.

(ii) This Option Agreement and the documents to be executed and delivered by the LANDLORD in connection with the consummation of this Option Agreement are (and when the Option is exercised and the Closing has occurred, the Ground Lease will be) valid, binding and enforceable in accordance with their respective terms and conditions.

(iii) The execution, delivery and performance by the LANDLORD of this Option Agreement and the Ground Lease are not precluded by, and will not violate, any provisions of any existing law, statute, rule or regulation in Louisiana or any judgment, order, decree, writ or injunction of any court, governmental department, commission, board, bureau or agency, and will not result in a breach of, or default under, any agreement, mortgage, contract, undertaking or other instrument or document to which the LANDLORD is a party or by which

the LANDLORD is bound or to which the LANDLORD or any portion of the Project Site is subject.

(iv) No portion of the Project Site (other than Davis Road) is being or previously has been acquired by or used by any governmental authority in the exercise of its power to condemn or to acquire through eminent domain or private purchase in lieu thereof nor are any of these proceedings or actions threatened, pending or imminent.

(v) There are no actions, suits or proceedings pending or to the LANDLORD's Knowledge, threatened against, by or affecting the LANDLORD in any court or before any government agency regarding the Project Site, including but not limited to any such actions, suits or proceedings relating to the ownership of, or the LANDLORD's ability to lease the Project Site or that would materially affect the contemplated use or development of the Project Site or the ability of the LANDLORD to perform its obligations under this Option Agreement or the Ground Lease.

(vi) All work, labor, service and materials furnished to the LANDLORD in connection with the Project Site and any improvements constructed on the Project Site prior to the Closing Date, will be discharged or bonded out by the LANDLORD prior to the Closing Date, so that no mechanics', materialmen's or other lien, except those created by PROJECT COMPANY, its affiliates or contractors, may be maintained against the Project Site or such improvements. The LANDLORD shall indemnify, defend and hold PROJECT COMPANY harmless from and against any liens affecting the Project Site that were not created by the PROJECT COMPANY and relate to work, labor, services, or materials furnished at the request or direction of the LANDLORD.

(vii) To the LANDLORD's Knowledge there are no parties other than the LANDLORD in possession of any portion of the Project Site (other than David Road), as lessees, tenants at sufferance, licensees, or trespassers, and no person or entity has any right or option to lease, purchase, occupy or possess all or any part of the Project Site.

(viii) The LANDLORD has not entered into any agreement, commitments or arrangements concerning the Project Site, or development thereof with any persons, including,

but not limited to, governmental entities or agencies, councils, boards or other entities, adjoining landowners, utility companies, agencies, entities or persons other than PROJECT COMPANY.

(ix) The Project Site is not subject to assessment or collection of additional taxes for prior years based upon a change of land usage or ownership.

(x) To the LANDLORD's Knowledge, the LANDLORD has not manufactured, stored, released or located any hazardous waste or hazardous substances, including but not limited to NORM, asbestos, and PCBs, upon, around or under any portion of the Project Site or into any ground water beneath or adjacent to the Project Site or into the Calcasieu Ship Channel, and the LANDLORD has received no warning notice, violation notice, complaint (judicial or administrative) or any other formal or informal notice alleging that the Project Site is not in compliance with any statute, ordinance, rule or regulation pertaining to hazardous waste or substances, including but not limited to NORM, asbestos, and PCBs. Except as disclosed by any reports provided to PROJECT COMPANY pursuant to Section 6B of this Option Agreement, to the LANDLORD's Knowledge (a) no hazardous waste or hazardous substances, including but not limited to NORM, asbestos, or PCBs, have been manufactured, stored, released or located upon or under any portion of the Project Site or into any ground water beneath or adjacent to the Project site or into the Calcasieu Ship Channel, (b) the Project Site has never been used to treat, store, release or dispose of waste materials or hazardous substances, including but not limited to NORM, asbestos, or PCBs; (c) there has not been and is no leaching or drainage of waste materials or hazardous substances, including but not limited to NORM, asbestos, or PCBs, into the ground water beneath or adjacent to the Project Site or into the Calcasieu Ship Channel; and (d) there have not been and are not buried or semi-buried or otherwise placed tanks, storage vessels, drums or containers of any kind located on the Project Site.

(xi) The LANDLORD has received no notice from any governmental authority concerning the imposition or widening of any streets, waterways, roads or highways abutting the Project Site, or concerning the imposition of any special taxes or assessments against the Project Site. The LANDLORD has no Knowledge of general plan, specific plan, zoning or other land use regulation proceedings, special assessment proceedings, or expropriation proceedings

pending or threatened, with respect to the Project Site. The LANDLORD is not a party to any covenant or agreement to preserve or prevent a change in the existing zoning, land use designations, special use permits or entitlements of the Project Site.

(xii) Other than as set forth in this Option Agreement, the LANDLORD has not (a) entered into any agreement relating to the Project Site, nor (b) encumbered or granted any interest in the Project Site.

(xiii) Any Project Site Materials delivered by the LANDLORD to PROJECT COMPANY pursuant to this Option Agreement are complete and correct copies in all material respects. The LANDLORD makes no representation or warranty as to the content or accuracy of any Project Site Materials that were prepared by third parties for the LANDLORD's use.

Each of the foregoing warranties, covenants and representations shall still be true and correct as of the Effective Date (except where specifically noted) and the Closing Date, shall survive the Closing Date and shall not be merged with or into the Ground Lease or any other related instrument of conveyance or transfer. The term "Knowledge" as used in this Section 7B shall mean what the LANDLORD knows or should reasonably know after due inquiry about the Project Site, and with respect to any other matters addressed by the warranties, covenants, and representations made herein.

C. PROJECT COMPANY's Representations. The PROJECT COMPANY warrants, covenants and represents, during the term of this Option Agreement, the following to the LANDLORD, with full knowledge that the LANDLORD is relying upon same in agreeing to enter into this Option Agreement:

(i) The PROJECT COMPANY has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Option Agreement and to consummate the transactions described in this Option Agreement and the Ground Lease, and has taken all necessary action and proceedings to authorize the execution, delivery and performance of the terms and conditions of this Option Agreement and the Ground Lease. No further consent of any person or entity is required in connection with the execution and delivery

of, or performance by the PROJECT COMPANY of its obligations under this Option Agreement and the Ground Lease.

(ii) This Option Agreement and the documents to be executed and delivered by the PROJECT COMPANY in connection with the consummation of this Option Agreement are (and when the Option is exercised and the Closing has occurred, the Ground Lease will be) valid, binding and enforceable against PROJECT COMPANY in accordance with their respective terms and conditions.

(iii) The execution, delivery and performance by the PROJECT COMPANY of this Option Agreement and the Ground Lease are not precluded by, and will not violate, any provisions of any existing law, statute, rule or regulation in Louisiana or any judgment, order, decree, writ or injunction of any court, governmental department, commission, board, bureau or agency, and will not result in a breach of, or default under, any agreement, mortgage, contract, undertaking or other instrument or document to which the PROJECT COMPANY is a party or by which the PROJECT COMPANY is bound or to which the PROJECT COMPANY is subject.

(iv) There are no actions, suits or proceedings pending or to the PROJECT COMPANY's Knowledge, threatened against, by or affecting the PROJECT COMPANY in any court or before any government agency regarding the Project Site, including but not limited to any such actions, suits or proceedings relating to the ownership of, or the PROJECT COMPANY's ability to lease the Project Site or that would materially affect the contemplated use or development of the Project Site or the obligations of the PROJECT COMPANY to perform its obligations under this Option Agreement or the Ground Lease .

(v) All work, labor, service and materials furnished to the PROJECT COMPANY in connection with the Project Site and any improvements constructed on the Project Site after the Closing Date, will be discharged or bonded out by the PROJECT COMPANY, so that no mechanics', materialmen's or other lien, except those created by LANDLORD, its affiliates or contractors, may be maintained against the Project Site or such improvements. The PROJECT COMPANY shall indemnify, defend and hold LANDLORD harmless from and against any liens affecting the Project Site that were not created by the

LANDLORD and relate to work, labor, services, or materials furnished at the request or direction of the PROJECT COMPANY.

Each of the foregoing warranties, covenants and representations shall still be true and correct as of the Effective Date (except where specifically noted) and the Closing Date, shall survive the Closing Date and shall not be merged with or into the Ground Lease or any other related instrument of conveyance or transfer. The term "Knowledge" as used in this Section 7C shall mean what the PROJECT COMPANY knows or should reasonably know after due inquiry with respect to any matters addressed by the warranties, covenants, and representations made herein.

D. Closing. The Closing shall take place as soon as practical following the PROJECT COMPANY's exercise of the Option as provided in Section 4 above, but in no event shall the Closing take place later than fifteen (15) days following such exercise, as may be extended by the extensions provided for in Section 7A. Exclusive possession of the Project Site shall be delivered to PROJECT COMPANY or its assignee as of the Closing Date, free and clear of the rights and claims of any other party other than Permitted Exceptions; provided, however, that prior to the Closing Date, PROJECT COMPANY and its employees, agents, representatives and contractors shall have the right to enter upon the Project Site at any and all times for purposes of any further inspections of the Project Site as provided in Section 6 above.

E. Expenses of Closing. At Closing, the LANDLORD shall pay the costs of recording any documents or certificates or taking any other action required to be taken to correct title defects or remove any title encumbrances (including, without limitation, any Title Objections, Additional Title Objections, Unauthorized Transfers or Unauthorized Encumbrances). At Closing, PROJECT COMPANY shall pay the costs of recording an extract or memorandum of the Ground Lease (as provided in the Ground Lease) and for the Leasehold Title Policy (and the Lender Title Policy, if PROJECT COMPANY has requested one) issued pursuant to the Title Commitment. PROJECT COMPANY and the LANDLORD shall each pay the fees and expenses of their respective counsel incurred in connection with the negotiation, preparation and execution of this Option Agreement, and satisfying its respective obligations under this Option Agreement. PROJECT COMPANY agrees that it shall pay a four percent (4%)

real estate commission to [REDACTED] on each of the Option Payments made to LANDLORD by PROJECT COMPANY under the Option Agreement, such payments to be made as and when such payments are made to LANDLORD hereunder. On and after Closing, LANDLORD agrees that it shall pay a real estate commission to [REDACTED] on each of the lease payments made to LANDLORD by PROJECT COMPANY for the term of the Ground Lease, which commission for each lease payment shall equal the sum of (a) four percent (4%) of the portion of the lease payment attributable to the 59 Acre Site, the 40 Acre Site and the 10 Acre Site *plus* (b) two percent (2%) of the portion of the lease payment attributable to the 93 Acre Site. Except as set forth above, neither LANDLORD nor PROJECT COMPANY has any Knowledge of any other brokerage, finder fee or similar commission in connection with the Option Agreement or Ground Lease related to the Project Site arising from its actions. PROJECT COMPANY shall pay the cost of the Survey and the Leasehold Title Policy (and the Lender Title Policy, if PROJECT COMPANY has requested one).

F. Closing Documents.

(i) The LANDLORD shall deliver the following at Closing:

(a) an original, fully executed and notarized copy of the Ground Lease;

(b) gap, mechanic's lien and possession affidavit(s) in forms sufficient to cause the Title Company to issue a title policy without the applicable standard title policy exceptions;

(c) a certified copy of a resolution by LANDLORD, authorizing the execution of the Ground Lease and the transactions and documents contemplated by this Option Agreement and the Ground Lease, in the form required by applicable laws and regulations and the LANDLORD's governance documents; and

(d) exclusive possession of the Project Site.

(ii) PROJECT COMPANY shall deliver the following at Closing:

(a) a certified copy of a resolution of the members or managers of PROJECT COMPANY (as required by the operating agreement of PROJECT COMPANY), authorizing the execution of the Ground Lease, and all other documents contemplated by this Option Agreement and the Ground Lease;

(b) an original, fully executed and notarized copy of the Ground Lease; and

(c) a check for the first month's rent under the Ground Lease.

G. Conditions Precedent for PROJECT COMPANY to Close. The following are conditions precedent to PROJECT COMPANY's obligations at Closing, including execution of the Ground Lease:

(i) As of the Closing Date, all of the LANDLORD's representations and warranties contained in Section 7B hereof shall be true and correct.

(ii) The LANDLORD shall have performed all of its obligations under this Option Agreement.

(iii) The LANDLORD's interest in the Project Site shall be (and the LANDLORD hereby warrants and represents to PROJECT COMPANY that the same is) good, merchantable, marketable and free and clear of any liens, encumbrances, highways, rights-of-way, servitudes, licenses, restrictions, leases, agreements, covenants, conditions and limitations, except the Permitted Exceptions. The LANDLORD's title shall also be total and complete and not subject to any outstanding or contingent liens or claims of an undivided interest therein and PROJECT COMPANY shall have received the Survey and an irrevocable written commitment of the Title Company to issue the Leasehold Title Policy (and the Lender Title Policy, if PROJECT COMPANY has requested one), each in form and substance acceptable to PROJECT COMPANY.

(iv) There are no pending, threatened or existing moratoriums or governmental regulations, statutes, proceedings or actions pending, threatened or existing against the LANDLORD, the Project or the Project Site before any court or governmental agency or

authority that would prohibit or inhibit PROJECT COMPANY from obtaining any governmental approval or utility service, or which would otherwise prevent, prohibit, delay or inhibit the construction, development and operation of the Project.

(v) PROJECT COMPANY has obtained commitments for limited recourse project financing in amounts necessary and appropriate to construct, own, operate and maintain the Project on terms and conditions reasonably satisfactory to PROJECT COMPANY and has satisfied all conditions to closing set forth in all such loan and equity documents related to such financing, including having obtained Final Approval, free of any unreasonable or extraordinary conditions imposed by the issuing entity upon the issuance of such final and binding final approvals.

(vi) There shall have been no material change in the condition of the Project Site from the condition in which the Project Site existed as of the date that PROJECT COMPANY exercised the Option without PROJECT COMPANY's prior written consent.

(vii) Other than an impediment caused by PROJECT COMPANY, there is no impediment to PROJECT COMPANY exercising its options to lease all contiguous tracts optioned contemporaneously from affiliated landlords.

(viii) Davis Road has been relocated pursuant to Section 6E on terms and conditions satisfactory to PROJECT COMPANY in its sole discretion.

In the event that after PROJECT COMPANY's exercise of the Option, any of these conditions to PROJECT COMPANY's obligation to lease the Project Site are not satisfied as of the Closing Date and not waived by PROJECT COMPANY or it is reasonably determined prior to the Closing Date that such conditions cannot be fulfilled or satisfied and the same are not waived by PROJECT COMPANY, then, at the sole option of PROJECT COMPANY (to be exercised in PROJECT COMPANY's sole discretion by delivery of written notice to LANDLORD): (i) PROJECT COMPANY may elect not to enter into the Ground Lease and this Option Agreement shall be terminated and all parties shall be relieved of any further obligations hereunder; whereupon the LANDLORD shall not be obligated to refund any of the Option Payments, except to the extent that the failure of the condition results from LANDLORD's

default under this Option Agreement with respect to its obligations described herein, in which case the LANDLORD shall be obligated to return any and all such Option Payments and shall pay for PROJECT COMPANY's actual third party costs and expenses incurred in the due diligence and/or development of the Project Site, or (ii) PROJECT COMPANY may, at its option and for no additional consideration, extend for up to three hundred sixty-five (365) days the Closing or for such period as is reasonably necessary for LANDLORD to cure such default and to satisfy all of the conditions precedent to PROJECT COMPANY's obligation to close.

H. Conditions Precedent for the LANDLORD to Close. The following are conditions precedent to the LANDLORD's obligations at Closing, including execution of the Ground Lease:

(i) As of the Closing Date, all of the PROJECT COMPANY's representations and warranties contained in Section 7C hereof shall be true and correct.

(ii) PROJECT COMPANY shall have performed all of its obligations under this Option Agreement.

In the event that after PROJECT COMPANY's exercise of the Option, any of the conditions to LANDLORD's obligation to lease the Project Site are not satisfied as of the Closing Date and such conditions are not caused by LANDLORD, in whole or in part, or are not waived by the LANDLORD, or it is reasonably determined prior to the Closing Date that such conditions cannot be fulfilled or satisfied and the same are not waived by the LANDLORD, then, at the sole option of the LANDLORD (to be exercised in the LANDLORD's sole discretion by delivery of written notice to PROJECT COMPANY), the LANDLORD may elect not to enter into the Ground Lease and this Option Agreement shall be terminated and all parties shall be relieved of any further obligations hereunder; whereupon the LANDLORD shall not be obligated to refund any of the Option Payments. To the extent that the failure of such condition results from PROJECT COMPANY's default under this Option Agreement with respect to its obligations described herein, the LANDLORD may, at its option, extend up to three hundred sixty-five (365) days the Closing or for such period as is reasonably necessary to cure such default and satisfy all of the conditions precedent to LANDLORD's obligation to close, in

exchange for which PROJECT COMPANY shall pay the LANDLORD an amount equal to [REDACTED], prorated for the period of such extension.

8. SUCCESSORS AND ASSIGNS. This Option Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and lawful assigns. However, this Option Agreement may not be assigned or transferred by PROJECT COMPANY to any other person or entity without the consent of the LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed; provided that if PROJECT COMPANY is not in default under this Option Agreement, PROJECT COMPANY may assign this Option Agreement in its entirety without the LANDLORD's prior consent to (i) an Affiliate or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of PROJECT COMPANY's assets or membership interests of PROJECT COMPANY, or (iii) as collateral in connection with a financing. "Affiliate" shall mean an entity that controls, is controlled by or is under common control with the PROJECT COMPANY.

9. NOTICE. All notices required or allowed by this Option Agreement shall be delivered by email (with a requirement that such electronic notice shall be followed within one (1) business day by written notice delivered in one of other manners permitted in this Section 9), third party overnight courier (including overnight courier services such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the party to whom notice is to be given, at the following addresses:

If to PROJECT COMPANY:

Venture Global LNG, LLC
1101 30TH Street NW
Suite 500
Washington, DC 20007
Attention: Paul Dillbeck, General Counsel
Telephone: (571) 384-7952
Email: pdillbeck@venturegloballng.com

With a copy to:

Rick J. Norman
Norman Business Law Center
Telephone: (337) 436-7787
Email: rnorman@normanblc.com

If to the LANDLORD:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a Copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Notice shall be deemed to have been given upon receipt by recipient (provided that any notice by email shall have been followed within one (1) business day by written notice delivered in one of the other manners permitted under this Section 9), by the overnight courier airbill or by the return receipt. In the event that the recipient fails or refuses to sign the return receipt for delivery by certified mail, the receipt shall be sufficient. Each party may modify the address, email or phone number applicable to it hereunder from time to time as necessary by written notice to the other party.

10. DEFAULT. In the event of a default by the LANDLORD with respect to any of its obligations hereunder, including any breach or misrepresentation by the LANDLORD of any warranties, representations and covenants made by the LANDLORD in Section 7B, PROJECT COMPANY shall, except as otherwise provided for herein, be entitled to the right of specific performance against the LANDLORD together with the recovery of all expenses incurred in obtaining specific performance, including reasonable attorney's fees and all costs of court; or, at PROJECT COMPANY's sole election, if the LANDLORD is unable to perform its obligations under this Option Agreement, PROJECT COMPANY shall be entitled to terminate this Option Agreement and the LANDLORD shall immediately return any and all Option Payments previously paid by PROJECT COMPANY and PROJECT COMPANY may exercise any other rights or remedies available at law or in equity. For the avoidance of doubt, this is in addition to

any rights for the return of the Option Payments that the PROJECT COMPANY may have under Sections 7G and 7H.

In the event of a default by the PROJECT COMPANY with respect to any of its obligations hereunder, including the satisfaction of all conditions precedent or any breach or misrepresentation by the PROJECT COMPANY of any warranties, representations and covenants made by the PROJECT COMPANY in Section 7 C, the LANDLORD shall be entitled to terminate this Option Agreement and keep all Option Payments previously paid by PROJECT COMPANY. LANDLORD shall not be entitled to specific performance.

11. EMINENT DOMAIN/CASUALTY. If, during the Option Period or prior to Closing, there is any taking of any portion of the Project Site by eminent domain or condemnation, then the LANDLORD shall promptly deliver written notice thereto of the PROJECT COMPANY, and if the PROJECT COMPANY in its sole discretion determines that such taking will materially affect the Project Site for the development, construction, maintenance or operation of the Project, in PROJECT COMPANY's reasonable determination, PROJECT COMPANY may, at its option (to be exercised in PROJECT COMPANY's sole discretion by delivery of written notice to the LANDLORD), terminate this Option Agreement or elect to not enter into the Ground Lease (if PROJECT COMPANY has already exercised the Option), whereupon the LANDLORD shall immediately refund the pro rata portion of any Option Payments paid to the LANDLORD for the Option Period remaining and the parties will be relieved from further liability hereunder. In the event that the Project Site is rendered, at any time during the Option Period or prior to the Closing, unsuitable for the development, construction, maintenance or operation of the Project as a result of a casualty event (including any hurricane, named storm, flood or tornado) or Force Majeure (as hereinafter defined) event occurring in and around Cameron or Calcasieu Parish, Louisiana, then PROJECT COMPANY may, at its option (to be exercised in PROJECT COMPANY's sole discretion by delivery of written notice to the LANDLORD), terminate this Option Agreement or elect to not enter into the Ground Lease (if PROJECT COMPANY has already exercised the Option), whereupon the LANDLORD shall immediately refund the pro rata portion of any Option Payments paid to the LANDLORD for the Option Period remaining and the parties will be relieved from further liability hereunder.

12. ENTIRE AGREEMENT. This Option Agreement and the Ground Lease constitute the entire agreement of the parties with respect to subject matter hereof. All understandings and agreements heretofore between the parties hereto with respect to the subject matter hereof are merged in this Option Agreement and Ground Lease, which alone fully and completely express their understanding.

13. ATTORNEY'S FEES. In connection with any litigation concerning this Option Agreement, the prevailing party shall be entitled to recover all of its costs, expenses and reasonable attorney's fees from the non-prevailing party.

14. NO WAIVER. No waiver of any provision of this Option Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted; and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. AMENDMENTS. This Option Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing and duly executed by the parties hereto. The parties shall reasonably cooperate to make such amendments and modifications to the Option Agreement and Ground Lease which may be reasonably requested by PROJECT COMPANY's lenders, as necessary and appropriate to accommodate the needs of the lenders to achieve financial closing for the Project, provided that such changes do not materially diminish the rights granted to the LANDLORD under the such agreements.

16. GOVERNING LAW. This Option Agreement shall be governed in its enforcement, construction and interpretation by the laws of the State of Louisiana. In the event that either party must file suit as a result of a default on the part of the other, such suit shall be filed in a state court of competent jurisdiction the Fourteenth Judicial District Court, State of Louisiana, unless the default of dispute implicates or involves a federal statute, regulation, order, or permit, in which case venue shall be in the federal courts for the Western District of Louisiana.

17. COUNTERPARTS. This Option Agreement may be executed in counterparts by the parties hereto and each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument.

18. RECORDING. This Option Agreement shall not be recorded in the public records. The Parties hereto agree to execute and cause to be properly recorded in the conveyance records of Cameron Parish, Louisiana a memorandum of this Option Agreement, in the form attached hereto as Exhibit C and thus, any existing or hereafter filed liens, mortgages, conveyances, encumbrances, easements, and servitudes shall be subordinate to this Agreement.

19. REAL ESTATE COMMISSION. Except with respect to the participation of [REDACTED] in assisting PROJECT COMPANY and LANDLORD structure this transaction, the LANDLORD and PROJECT COMPANY each represent to the other party that they have dealt with no other brokers in connection with the negotiation, execution and/or delivery of this Option Agreement or the Ground Lease, and other than those payments to be paid by PROJECT COMPANY and LANDLORD to [REDACTED] under Section 7E herein, no party is entitled to any broker's commission, finder's fee or similar payment with respect to this Option Agreement or the Ground Lease arising from the representing party's actions.

If any other person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as finder or broker in connection with this transaction, the party against whom the purported finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and any and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon, including, but not limited to, reasonable attorney's fees and court costs in defending such claim.

20. FORCE MAJEURE. Provided that notice is given within three (3) days of an occurrence of an event of Force Majeure (as hereinafter defined) by the party hereto seeking to invoke and utilize the provisions of this Section 20, such party shall be excused from performing any of its respective obligations or undertakings required hereunder for so long as the performance of such obligations are prevented or significantly delayed, retarded or hindered by any event of Force Majeure, provide that an event of Force Majeure shall not excuse any party from making any payment of money required under this Option Agreement. As used in this Option Agreement, "Force Majeure" means any cause not reasonably within the control of the party claiming

suspension, and shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms, hurricanes, droughts, floods, washouts, or explosions affecting the Project Site, (ii) weather related events affecting an entire geographic region; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections, civil disturbance or wars; provided that the settlement of strikes, lockouts or other industrial disturbances that affect the Project Site shall be within the sole discretion of the party claiming such suspension; or (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation or policy having the effect of law promulgated by a governmental authority having jurisdiction, or that restrict PROJECT COMPANY's ability to construct the Project or any delay in issuance or effectiveness of any governmental approval that has been properly applied for by PROJECT COMPANY that is required to construct the Project.

21. CONFIDENTIALITY. The LANDLORD agrees to keep all information relating to the 59 Acre Lease Option, the 40 Acre Lease Option, the 10 Acre Lease Option, the 93 Acre Letter Agreement, this Option Agreement, the Ground Lease and the PROJECT COMPANY, or any designee of the PROJECT COMPANY, whether such information is in any way proprietary, strategic or otherwise, in strict confidence, and the LANDLORD shall guard its accessibility to others within its control. The LANDLORD agrees not to divulge to others other than the attorney, accountant, or involved officers, directors, employees, agents, representatives and, if appropriate, family members, on a need to know only basis, any of the terms and conditions or any matters related to the 59 Acre Lease Option, the 40 Acre Lease Option, the 10 Acre Lease Option, the 93 Acre Letter Agreement, this Option Agreement, the Ground Lease and the PROJECT COMPANY and shall cause such parties to also maintain the confidentiality of any such information so divulged. Notwithstanding the foregoing, the Parties will reasonably cooperate to develop a mutually acceptable strategy and script to allow necessary and appropriate discussions and negotiations with the Cameron Parish Police Jury and other local and state agencies with respect to the relocation of Davis Road.

22. MUTUAL INDEMNITY.

A. With respect to any of the PROJECT COMPANY's Project Site Activities prior to the Closing Date under Section 6A above, the PROJECT COMPANY releases the LANDLORD, its officers, representatives, employees, agents, successors and assigns (individually and collectively, the "Landlord Indemnatee") from, assumes any and all liability for, and agrees to indemnify the Landlord Indemnatee against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges, and expenses (including, without limitation, reasonable attorney's fees, engineers' fees, architects' fees, and the costs and expenses of appellate action, if any), imposed on, incurred by or asserted against any Landlord Indemnatee arising out of such Project Site Activities by the PROJECT COMPANY, its officers, representatives, agents, consultants and employees permitted hereunder, including for workman's compensation, injury or death that may be suffered by such personnel as set forth above; provided, however, that any such claim, liability, obligation, damage or penalty arising as a result of the negligence or willful misconduct of any Landlord Indemnatee shall be excluded from this indemnity.

B. The LANDLORD releases the PROJECT COMPANY, its officers, representatives, employees, contractors, lenders, agents, successors and assigns, (individually and collectively, the "Project Company Indemnatee") from, assumes any and all liability for, and agrees to indemnify the Project Company Indemnatee against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges, and expenses (including, without limitation, reasonable attorney's fees, engineers' fees, architects' fees, and the costs and expenses of appellate action, if any), imposed on, incurred by or asserted against any Project Company Indemnatee arising out of any claim related to the ownership, use, occupancy, construction or operation of the Project Site by the Landlord, its officers, representatives, agents, and employees, of any nature prior to the Closing Date; provided, however, that any such claim, liability, obligation, damage or penalty arising as a result of the negligence or willful misconduct of any Project Company Indemnatee shall be excluded from this indemnity.

23. SETTLEMENT FUNDS. LANDLORD and PROJECT COMPANY acknowledge that LANDLORD has a claim for property damages submitted to the Claims Administrator's office of the BP Oil Spill/Deepwater Horizon Class Action Settlement, which allows for recovery of damages to coastal property. The recovery on any damage award from the Class Action Settlement is reserved solely for the benefit of the LANDLORD. LANDLORD and PROJECT

COMPANY further agree that any similar claims, which may exist for damage to the Project Site, exclusive of any improvements of the PROJECT COMPANY, shall also be reserved to the sole benefit of the LANDLORD. Similar claims, which may exist for damage to PROJECT COMPANY improvements and/or operations, shall be reserved to the sole benefit of PROJECT COMPANY.

[Signatures on Following Pages]

[EXECUTED SIGNATURE PAGES REDACTED]

EXHIBIT A

Legal Description the Project Site

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°34'10"W., A DISTANCE OF 1,158.58 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT; THENCE S.71°00'02"W., A DISTANCE OF 69.44 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN 93 ACRE PARCEL AS PER BOUNDARY AGREEMENT BETWEEN THE STATE OF LOUISIANA AND JOHN HENRY LEBLEU ET AL., RECORDED ON 10TH OF DECEMBER 1986 AND BEARING FILE NUMBER 202472 IN THE CONVEYANCE RECORDS OF CAMERON PARISH, LOUISIANA; THENCE S.01°00'00"W., A DISTANCE OF 940.66 FEET ALONG THE EAST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.75°07'54"W., A DISTANCE OF 109.03 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.85°59'22"W., A DISTANCE OF 190.44 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.80°39'48"W., A DISTANCE OF 97.89 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.68°21'17"W., A DISTANCE OF 274.12 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.71°50'35"W., A DISTANCE OF 301.52 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.63°25'56"W., A DISTANCE OF 134.62 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.72°39'29"W., A DISTANCE OF 1,634.38 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.73°39'39"W., A DISTANCE OF 752.41 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.73°39'39"W., A DISTANCE OF 26.47 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.07°12'01"W., A DISTANCE OF 619.77 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.51°02'01"E., A DISTANCE OF 280.55 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.20°41'46"E., A DISTANCE OF 184.20 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.05°30'01"W., A DISTANCE OF 37.91 FEET ALONG SAID BANK LINE; THENCE N.05°30'01"W, A DISTANCE OF 412.09 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE S.89°59'58"E., A DISTANCE OF 210.94 FEET ALONG THE NORTH LINE OF SAID BOUNDARY AGREEMENT TO A POINT ALONG THE LEFT DESCENDING BANK LINE OF THE CALCASIEU RIVER SHIP CHANNEL; THENCE N.11°18'36"W., A DISTANCE OF 16.68 FEET ALONG SAID BANK LINE; THENCE N.23°11'55"W., A DISTANCE OF 21.45 FEET ALONG SAID BANK LINE; THENCE N.34°22'49"W., A DISTANCE OF 16.21 FEET ALONG SAID BANK LINE; THENCE N.20°25'13"W., A DISTANCE OF 20.19 FEET ALONG SAID BANK LINE; THENCE N.12°43'28"W., A DISTANCE OF 22.38 FEET ALONG SAID BANK LINE; THENCE N.42°57'17"E., A DISTANCE OF 27.91 FEET ALONG SAID BANK LINE; THENCE N.25°20'46"E., A DISTANCE OF 14.81 FEET ALONG SAID BANK LINE; THENCE N.26°33'54"W., A DISTANCE OF 9.45 FEET ALONG SAID BANK LINE; THENCE N.57°43'28"W., A DISTANCE OF 15.83 FEET ALONG SAID BANK LINE; THENCE N.63°26'06"W., A DISTANCE OF 15.75 FEET ALONG SAID BANK LINE; THENCE N.12°43'28"W., A DISTANCE OF 22.38 FEET ALONG SAID BANK LINE; THENCE N.11°02'27"W., A DISTANCE OF 29.42 FEET ALONG SAID BANK LINE; THENCE N.15°22'35"E., A DISTANCE OF 29.22 FEET ALONG SAID BANK LINE; THENCE N.10°37'11"E., A DISTANCE OF 11.46 FEET

ALONG SAID BANK LINE; THENCE N.32°37'09"E., A DISTANCE OF 20.90 FEET ALONG SAID BANK LINE; THENCE N.22°55'56"E., A DISTANCE OF 19.88 FEET ALONG SAID BANK LINE; THENCE N.11°46'06"E., A DISTANCE OF 17.27 FEET ALONG SAID BANK LINE; THENCE N.23°57'45"W., A DISTANCE OF 13.87 FEET ALONG SAID BANK LINE; THENCE N.12°31'44"W., A DISTANCE OF 19.48 FEET ALONG SAID BANK LINE; THENCE N.16°19'43"E., A DISTANCE OF 43.02 FEET ALONG SAID BANK LINE; THENCE N.05°18'52"E., A DISTANCE OF 19.01 FEET ALONG SAID BANK LINE; THENCE N.12°25'33"E., A DISTANCE OF 26.59 FEET ALONG SAID BANK LINE; THENCE N.22°59'19"E., A DISTANCE OF 15.78 FEET ALONG SAID BANK LINE; THENCE N.18°53'10"W., A DISTANCE OF 17.68 FEET ALONG SAID BANK LINE; THENCE N.01°41'05"W., A DISTANCE OF 14.97 FEET ALONG SAID BANK LINE; THENCE N.06°06'56"E., A DISTANCE OF 12.40 FEET ALONG SAID BANK LINE; THENCE N.18°26'06"E., A DISTANCE OF 9.74 FEET ALONG SAID BANK LINE; THENCE N.12°05'41"E., A DISTANCE OF 18.91 FEET ALONG SAID BANK LINE; THENCE N.05°06'08"W., A DISTANCE OF 24.75 FEET ALONG SAID BANK LINE; THENCE N.23°53'11"W., A DISTANCE OF 33.70 FEET ALONG SAID BANK LINE; THENCE N.12°52'43"W., A DISTANCE OF 23.78 FEET ALONG SAID BANK LINE; THENCE N.21°02'15"E., A DISTANCE OF 12.26 FEET ALONG SAID BANK LINE; THENCE N.01°25'56"E., A DISTANCE OF 17.61 FEET ALONG SAID BANK LINE; THENCE N.36°52'12"W., A DISTANCE OF 6.60 FEET ALONG SAID BANK LINE; THENCE N.50°00'47"W., A DISTANCE OF 17.81 FEET ALONG SAID BANK LINE; THENCE N.05°42'38"W., A DISTANCE OF 13.27 FEET ALONG SAID BANK LINE; THENCE N.07°18'21"E., A DISTANCE OF 17.31 FEET ALONG SAID BANK LINE; THENCE N.29°03'17"E., A DISTANCE OF 18.13 FEET ALONG SAID BANK LINE; THENCE N.00°00'00"E., A DISTANCE OF 22.45 FEET ALONG SAID BANK LINE; THENCE N.01°35'28"E., A DISTANCE OF 31.70 FEET ALONG SAID BANK LINE; THENCE N.26°30'51"W., A DISTANCE OF 16.66 FEET ALONG SAID BANK LINE; THENCE N.02°07'16"W., A DISTANCE OF 14.87 FEET ALONG SAID BANK LINE; THENCE N.20°33'22"W., A DISTANCE OF 7.05 FEET ALONG SAID BANK LINE; THENCE N.05°56'49"E., A DISTANCE OF 13.28 FEET ALONG SAID BANK LINE; THENCE N.00°44'39"E., A DISTANCE OF 21.18 FEET ALONG SAID BANK LINE; THENCE N.30°37'45"W., A DISTANCE OF 10.27 FEET ALONG SAID BANK LINE; THENCE N.23°37'46"W., A DISTANCE OF 12.30 FEET ALONG SAID BANK LINE; THENCE N.05°42'38"W., A DISTANCE OF 14.16 FEET ALONG SAID BANK LINE; THENCE N.22°09'59"E., A DISTANCE OF 20.53 FEET ALONG SAID BANK LINE; THENCE N.14°25'15"E., A DISTANCE OF 25.45 FEET ALONG SAID BANK LINE; THENCE N.00°36'17"E., A DISTANCE OF 80.08 FEET ALONG SAID BANK LINE; THENCE N.07°07'30"E., A DISTANCE OF 27.25 FEET ALONG SAID BANK LINE; THENCE N.20°51'16"E., A DISTANCE OF 25.32 FEET ALONG SAID BANK LINE; THENCE N.22°42'52"E., A DISTANCE OF 52.53 FEET ALONG SAID BANK LINE; THENCE N.17°49'08"E., A DISTANCE OF 66.28 FEET ALONG SAID BANK LINE; THENCE N.22°33'26"E., A DISTANCE OF 79.31 FEET ALONG SAID BANK LINE; THENCE N.27°33'27"E., A DISTANCE OF 26.18 FEET ALONG SAID BANK LINE; THENCE N.24°34'02"E., A DISTANCE OF 54.21 FEET ALONG SAID BANK LINE; THENCE N.05°07'02"E., A DISTANCE OF 47.37 FEET ALONG SAID BANK LINE; THENCE N.00°28'39"E., A DISTANCE OF 84.52 FEET ALONG SAID BANK LINE; THENCE N.03°04'06"E., A DISTANCE OF 78.00 FEET ALONG SAID BANK LINE; THENCE N.03°44'22"E., A DISTANCE OF 172.77 FEET ALONG SAID BANK LINE; THENCE N.12°31'44"E., A DISTANCE OF 20.78 FEET ALONG SAID BANK LINE; THENCE N.41°11'09"E., A DISTANCE OF 11.98 FEET ALONG SAID BANK LINE; THENCE N.27°33'10"E., A DISTANCE OF 29.23 FEET ALONG SAID BANK LINE; THENCE N.01°11'37"E., A DISTANCE OF 54.10 FEET ALONG SAID BANK LINE; THENCE N.01°19'56"E., A DISTANCE OF 48.47 FEET ALONG SAID BANK LINE; THENCE N.11°46'52"W., A DISTANCE OF 35.60 FEET ALONG SAID BANK LINE; THENCE N.82°24'19"E., A DISTANCE OF 21.31 FEET ALONG SAID BANK LINE; THENCE N.68°11'55"E., A DISTANCE OF 15.17 FEET ALONG SAID BANK LINE; THENCE N.59°51'31"E., A DISTANCE OF 25.25 FEET ALONG SAID BANK LINE; THENCE N.30°57'50"E., A DISTANCE OF 32.85 FEET ALONG SAID BANK LINE; THENCE N.40°36'05"E., A DISTANCE OF 45.45 FEET ALONG SAID BANK LINE; THENCE

N.19°17'24"E., A DISTANCE OF 29.85 FEET ALONG SAID BANK LINE; THENCE N.09°07'49"E., A DISTANCE OF 39.95 FEET ALONG SAID BANK LINE; THENCE N.00°39'04"W., A DISTANCE OF 61.98 FEET ALONG SAID BANK LINE; THENCE N.08°58'26"E., A DISTANCE OF 39.05 FEET ALONG SAID BANK LINE; THENCE N.16°15'37"E., A DISTANCE OF 11.00 FEET ALONG SAID BANK LINE; THENCE N.59°02'10"E., A DISTANCE OF 15.40 FEET ALONG SAID BANK LINE; THENCE N.39°33'35"E., A DISTANCE OF 13.13 FEET ALONG SAID BANK LINE; THENCE N.19°39'14"E., A DISTANCE OF 13.09 FEET ALONG SAID BANK LINE; THENCE N.16°53'12"E., A DISTANCE OF 25.76 FEET ALONG SAID BANK LINE; THENCE N.19°58'59"E., A DISTANCE OF 15.46 FEET ALONG SAID BANK LINE; THENCE N.33°01'26"E., A DISTANCE OF 21.00 FEET ALONG SAID BANK LINE; THENCE N.04°09'35"E., A DISTANCE OF 24.27 FEET ALONG SAID BANK LINE; THENCE N.16°06'11"E., A DISTANCE OF 20.95 FEET ALONG SAID BANK LINE; THENCE N.35°12'21"E., A DISTANCE OF 26.79 FEET ALONG SAID BANK LINE; THENCE S.53°26'11"E., A DISTANCE OF 797.78 FEET; THENCE S.53°26'11"E., A DISTANCE OF 440.00 FEET ; THENCE S.53°26'11"E., A DISTANCE OF 482.84 FEET; THENCE S.89°24'41"E., A DISTANCE OF 1,366.83 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 8,870,434.13 SQUARE FEET OR 203.6371 ACRES, MORE OR LESS, IS SITUATED IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "A" ON THE HERE TO ATTACHED PLAT.

EXHIBIT B

Form of Option Period Extension Notice/Option Exercise Notice

[Date]

[REDACTED]

Re: [Extension of Option Period]/[Exercise of Option]

Dear Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Real Estate Lease Option Agreement dated as of November 20, 2014 (the "Option Agreement") by and between Venture Global Calcasieu Pass, LLC, a Delaware limited liability company ("PROJECT COMPANY"), and [REDACTED] (the "LANDLORD"). All capitalized terms used in this letter shall have the meanings ascribed thereto in the Option Agreement.

[This letter shall serve as written notice by PROJECT COMPANY to the LANDLORD under the Option Agreement of PROJECT COMPANY's intention to exercise its Option under the Option Agreement to enter into the Ground Lease for the Project Site.]

[This letter shall serve as written notice by PROJECT COMPANY to the LANDLORD under the Option Agreement of PROJECT COMPANY's intention to exercise its rights under the Option Agreement to extend the [Initial Option Period/First Extended Option Period] pursuant to Section 4 of the Option Agreement. PROJECT COMPANY shall make the [Additional Option Payment/Second Additional Option Payment] to LANDLORD within fifteen (15) calendar days as provided in Section 2[] of the Option Agreement.]

No further action is required by the LANDLORD in order for PROJECT COMPANY's [extension of the Option Period]/[exercise of the Option] to be effective and upon delivery of this letter to the LANDLORD, PROJECT COMPANY shall be deemed to have [extended the Option Period]/[exercised the Option] under the Option Agreement.

Very truly yours,

Venture Global Calcasieu Pass, LLC

By: _____

Name: _____

Title: _____

cc:

EXHIBIT C

Form of Memorandum

STATE OF LOUISIANA

PARISH OF CAMERON

MEMORANDUM OF AMENDED AND RESTATED OPTION

(203 Acres)

This Memorandum of Amended and Restated Option (the "Memorandum") is made effective as of this 20th day of November, 2014 between [REDACTED] ("Optionor"), and Venture Global Calcasieu Pass, LLC, a Delaware limited liability company ("Optionee"), who agree as follows:

1. Optionor has granted to Optionee the option to lease the real property ("Property") as more specifically described in Exhibit A, attached hereto.
2. The total term of the option, including the available extensions, is [REDACTED], commencing as of the date first written above. The lease that is the subject to the option contains rights in favor of Optionee to purchase the Property under certain circumstances.
3. The option that is the subject of this Memorandum is granted in accordance with an Amended and Restated Real Estate Option Agreement between Optionor and Optionee concerning the Property and effective November 20, 2014 ("Option Agreement"). This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Optionor and Optionee under the Option Agreement. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Optionee has executed this Memorandum of Option before the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:

OPTIONEE:

Venture Global Calcasieu Pass, LLC

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Bar Roll/Notary Number: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Optionor has executed this Memorandum of Option before the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:

OPTIONOR:

[REDACTED]

Print Name: _____

By: _____

Name: [REDACTED]

Title: [REDACTED]

Print Name: _____

Bar Roll/Notary Number: _____

My Commission Expires: _____

EXHIBIT A

(Memorandum of Amended and Restated Option)

Legal Description of Property

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°34'10"W., A DISTANCE OF 1,158.58 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT; THENCE S.71°00'02"W., A DISTANCE OF 69.44 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN 93 ACRE PARCEL AS PER BOUNDARY AGREEMENT BETWEEN THE STATE OF LOUISIANA AND JOHN HENRY LEBLEU ET AL., RECORDED ON 10TH OF DECEMBER 1986 AND BEARING FILE NUMBER 202472 IN THE CONVEYANCE RECORDS OF CAMERON PARISH, LOUISIANA; THENCE S.01°00'00"W., A DISTANCE OF 940.66 FEET ALONG THE EAST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.75°07'54"W., A DISTANCE OF 109.03 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.85°59'22"W., A DISTANCE OF 190.44 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.80°39'48"W., A DISTANCE OF 97.89 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.68°21'17"W., A DISTANCE OF 274.12 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.71°50'35"W., A DISTANCE OF 301.52 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.63°25'56"W., A DISTANCE OF 134.62 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.72°39'29"W., A DISTANCE OF 1,634.38 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.73°39'39"W., A DISTANCE OF 752.41 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.73°39'39"W., A DISTANCE OF 26.47 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.07°12'01"W., A DISTANCE OF 619.77 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.51°02'01"E., A DISTANCE OF 280.55 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.20°41'46"E., A DISTANCE OF 184.20 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.05°30'01"W., A DISTANCE OF 37.91 FEET ALONG SAID BANK LINE; THENCE N.05°30'01"W., A DISTANCE OF 412.09 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE S.89°59'58"E., A DISTANCE OF 210.94 FEET ALONG THE NORTH LINE OF SAID BOUNDARY AGREEMENT TO A POINT ALONG THE LEFT DESCENDING BANK LINE OF THE CALCASIEU RIVER SHIP CHANNEL; THENCE N.11°18'36"W., A DISTANCE OF 16.68 FEET ALONG SAID BANK LINE; THENCE N.23°11'55"W., A DISTANCE OF 21.45 FEET ALONG SAID BANK LINE; THENCE N.34°22'49"W., A DISTANCE OF 16.21 FEET ALONG SAID BANK LINE; THENCE N.20°25'13"W., A DISTANCE OF 20.19 FEET ALONG SAID BANK LINE; THENCE N.12°43'28"W., A DISTANCE OF 22.38 FEET ALONG SAID BANK LINE; THENCE N.42°57'17"E., A DISTANCE OF 27.91 FEET ALONG SAID BANK LINE; THENCE N.25°20'46"E., A DISTANCE OF 14.81 FEET ALONG SAID BANK LINE; THENCE N.26°33'54"W., A DISTANCE OF 9.45 FEET ALONG SAID BANK LINE; THENCE N.57°43'28"W., A DISTANCE OF 15.83 FEET ALONG SAID BANK LINE; THENCE N.63°26'06"W., A DISTANCE OF 15.75 FEET ALONG SAID BANK LINE; THENCE N.12°43'28"W., A DISTANCE OF 22.38 FEET ALONG SAID BANK LINE; THENCE N.11°02'27"W., A DISTANCE OF 29.42 FEET ALONG SAID BANK LINE; THENCE N.15°22'35"E., A DISTANCE

OF 29.22 FEET ALONG SAID BANK LINE; THENCE N.10°37'11"E., A DISTANCE OF 11.46 FEET ALONG SAID BANK LINE; THENCE N.32°37'09"E., A DISTANCE OF 20.90 FEET ALONG SAID BANK LINE; THENCE N.22°55'56"E., A DISTANCE OF 19.88 FEET ALONG SAID BANK LINE; THENCE N.11°46'06"E., A DISTANCE OF 17.27 FEET ALONG SAID BANK LINE; THENCE N.23°57'45"W., A DISTANCE OF 13.87 FEET ALONG SAID BANK LINE; THENCE N.12°31'44"W., A DISTANCE OF 19.48 FEET ALONG SAID BANK LINE; THENCE N.16°19'43"E., A DISTANCE OF 43.02 FEET ALONG SAID BANK LINE; THENCE N.05°18'52"E., A DISTANCE OF 19.01 FEET ALONG SAID BANK LINE; THENCE N.12°25'33"E., A DISTANCE OF 26.59 FEET ALONG SAID BANK LINE; THENCE N.22°59'19"E., A DISTANCE OF 15.78 FEET ALONG SAID BANK LINE; THENCE N.18°53'10"W., A DISTANCE OF 17.68 FEET ALONG SAID BANK LINE; THENCE N.01°41'05"W., A DISTANCE OF 14.97 FEET ALONG SAID BANK LINE; THENCE N.06°06'56"E., A DISTANCE OF 12.40 FEET ALONG SAID BANK LINE; THENCE N.18°26'06"E., A DISTANCE OF 9.74 FEET ALONG SAID BANK LINE; THENCE N.12°05'41"E., A DISTANCE OF 18.91 FEET ALONG SAID BANK LINE; THENCE N.05°06'08"W., A DISTANCE OF 24.75 FEET ALONG SAID BANK LINE; THENCE N.23°53'11"W., A DISTANCE OF 33.70 FEET ALONG SAID BANK LINE; THENCE N.12°52'43"W., A DISTANCE OF 23.78 FEET ALONG SAID BANK LINE; THENCE N.21°02'15"E., A DISTANCE OF 12.26 FEET ALONG SAID BANK LINE; THENCE N.01°25'56"E., A DISTANCE OF 17.61 FEET ALONG SAID BANK LINE; THENCE N.36°52'12"W., A DISTANCE OF 6.60 FEET ALONG SAID BANK LINE; THENCE N.50°00'47"W., A DISTANCE OF 17.81 FEET ALONG SAID BANK LINE; THENCE N.05°42'38"W., A DISTANCE OF 13.27 FEET ALONG SAID BANK LINE; THENCE N.07°18'21"E., A DISTANCE OF 17.31 FEET ALONG SAID BANK LINE; THENCE N.29°03'17"E., A DISTANCE OF 18.13 FEET ALONG SAID BANK LINE; THENCE N.00°00'00"E., A DISTANCE OF 22.45 FEET ALONG SAID BANK LINE; THENCE N.01°35'28"E., A DISTANCE OF 31.70 FEET ALONG SAID BANK LINE; THENCE N.26°30'51"W., A DISTANCE OF 16.66 FEET ALONG SAID BANK LINE; THENCE N.02°07'16"W., A DISTANCE OF 14.87 FEET ALONG SAID BANK LINE; THENCE N.20°33'22"W., A DISTANCE OF 7.05 FEET ALONG SAID BANK LINE; THENCE N.05°56'49"E., A DISTANCE OF 13.28 FEET ALONG SAID BANK LINE; THENCE N.00°44'39"E., A DISTANCE OF 21.18 FEET ALONG SAID BANK LINE; THENCE N.30°37'45"W., A DISTANCE OF 10.27 FEET ALONG SAID BANK LINE; THENCE N.23°37'46"W., A DISTANCE OF 12.30 FEET ALONG SAID BANK LINE; THENCE N.05°42'38"W., A DISTANCE OF 14.16 FEET ALONG SAID BANK LINE; THENCE N.22°09'59"E., A DISTANCE OF 20.53 FEET ALONG SAID BANK LINE; THENCE N.14°25'15"E., A DISTANCE OF 25.45 FEET ALONG SAID BANK LINE; THENCE N.00°36'17"E., A DISTANCE OF 80.08 FEET ALONG SAID BANK LINE; THENCE N.07°07'30"E., A DISTANCE OF 27.25 FEET ALONG SAID BANK LINE; THENCE N.20°51'16"E., A DISTANCE OF 25.32 FEET ALONG SAID BANK LINE; THENCE N.22°42'52"E., A DISTANCE OF 52.53 FEET ALONG SAID BANK LINE; THENCE N.17°49'08"E., A DISTANCE OF 66.28 FEET ALONG SAID BANK LINE; THENCE N.22°33'26"E., A DISTANCE OF 79.31 FEET ALONG SAID BANK LINE; THENCE N.27°33'27"E., A DISTANCE OF 26.18 FEET ALONG SAID BANK LINE; THENCE N.24°34'02"E., A DISTANCE OF 54.21 FEET ALONG SAID BANK LINE; THENCE N.05°07'02"E., A DISTANCE OF 47.37 FEET ALONG SAID BANK LINE; THENCE N.00°28'39"E., A DISTANCE OF 84.52 FEET ALONG SAID BANK LINE; THENCE N.03°04'06"E., A DISTANCE OF 78.00 FEET ALONG SAID BANK LINE; THENCE N.03°44'22"E., A DISTANCE OF 172.77 FEET ALONG SAID BANK LINE; THENCE N.12°31'44"E., A DISTANCE OF 20.78 FEET ALONG SAID BANK LINE; THENCE N.41°11'09"E., A DISTANCE OF 11.98 FEET ALONG SAID BANK LINE; THENCE N.27°33'10"E., A DISTANCE OF 29.23 FEET ALONG SAID BANK LINE; THENCE N.01°11'37"E., A DISTANCE OF 54.10 FEET ALONG SAID BANK LINE; THENCE N.01°19'56"E., A DISTANCE OF 48.47 FEET ALONG SAID BANK LINE; THENCE N.11°46'52"W., A DISTANCE OF 35.60 FEET ALONG SAID BANK LINE; THENCE N.82°24'19"E., A DISTANCE OF 21.31 FEET ALONG SAID BANK LINE; THENCE N.68°11'55"E., A DISTANCE OF 15.17 FEET ALONG SAID BANK LINE; THENCE N.59°51'31"E., A DISTANCE OF 25.25 FEET ALONG SAID BANK LINE; THENCE N.30°57'50"E., A DISTANCE OF 32.85 FEET ALONG SAID BANK LINE;

THENCE N.40°36'05"E., A DISTANCE OF 45.45 FEET ALONG SAID BANK LINE; THENCE N.19°17'24"E., A DISTANCE OF 29.85 FEET ALONG SAID BANK LINE; THENCE N.09°07'49"E., A DISTANCE OF 39.95 FEET ALONG SAID BANK LINE; THENCE N.00°39'04"W., A DISTANCE OF 61.98 FEET ALONG SAID BANK LINE; THENCE N.08°58'26"E., A DISTANCE OF 39.05 FEET ALONG SAID BANK LINE; THENCE N.16°15'37"E., A DISTANCE OF 11.00 FEET ALONG SAID BANK LINE; THENCE N.59°02'10"E., A DISTANCE OF 15.40 FEET ALONG SAID BANK LINE; THENCE N.39°33'35"E., A DISTANCE OF 13.13 FEET ALONG SAID BANK LINE; THENCE N.19°39'14"E., A DISTANCE OF 13.09 FEET ALONG SAID BANK LINE; THENCE N.16°53'12"E., A DISTANCE OF 25.76 FEET ALONG SAID BANK LINE; THENCE N.19°58'59"E., A DISTANCE OF 15.46 FEET ALONG SAID BANK LINE; THENCE N.33°01'26"E., A DISTANCE OF 21.00 FEET ALONG SAID BANK LINE; THENCE N.04°09'35"E., A DISTANCE OF 24.27 FEET ALONG SAID BANK LINE; THENCE N.16°06'11"E., A DISTANCE OF 20.95 FEET ALONG SAID BANK LINE; THENCE N.35°12'21"E., A DISTANCE OF 26.79 FEET ALONG SAID BANK LINE; THENCE S.53°26'11"E., A DISTANCE OF 797.78 FEET; THENCE S.53°26'11"E., A DISTANCE OF 440.00 FEET ; THENCE S.53°26'11"E., A DISTANCE OF 482.84 FEET; THENCE S.89°24'41"E., A DISTANCE OF 1,366.83 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 8,870,434.13 SQUARE FEET OR 203.6371 ACRES, MORE OR LESS, IS SITUATED IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "A" ON THE HERE TO ATTACHED PLAT.

ANNEX A

Form Ground Lease

STATE OF LOUISIANA
PARISH OF CAMERON

GROUND LEASE AGREEMENT

(203 Acres)

This GROUND LEASE AGREEMENT (this "Ground Lease") is executed and effective as of _____, 201_ (the "Ground Lease Commencement Date"), by and between Venture Global Calcasieu Pass, LLC, a Delaware limited liability company (the "Tenant") and [REDACTED] (the "Landlord"). Each of the Tenant and the Landlord is referred to in this Ground Lease as "Party" and are both referred to as the "Parties."

WITNESSETH:

WHEREAS, the Landlord is the owner of certain immovable (real) property including improved and unimproved land and certain water and surface and subsurface land rights situated in Cameron Parish, Louisiana, which comprises approximately two hundred three (203) acres identified herein as the Project Site and as further defined below; and

WHEREAS, the Tenant is desirous of leasing land owned by the Landlord for the construction and development and operation of a natural gas liquefaction ("LNG") facility as generally described in Exhibit 2-A and Exhibit 2-B (the "Facility") and other uses permitted by this Ground Lease; and

WHEREAS, the Landlord and Tenant desire to lease such land in order to develop the land with the Facility and thereby create and provide employment opportunities for the inhabitants of Southwest Louisiana, which will add to the welfare and prosperity of the persons residing within the geographic limits of numerous surrounding Parishes and throughout the State of Louisiana; and

WHEREAS, in accordance with the above, the Tenant has executed this Ground Lease and offers fair value to the Landlord as cause and consideration for this Ground Lease; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained, these recitals are made an integral part of this Ground Lease, and the Parties herein covenant and agree as follows:

1. Definitions.

As used in this Ground Lease, the following terms shall have the respective meanings indicated below:

“Affiliate” means any Person controlled by, controlling or under common control with the Landlord or the Tenant, as applicable. The words “control”, “controlled” and “controlling” mean ownership, directly or indirectly, of thirty percent (30%) or more of the legal or beneficial ownership interest of such Person or the power to direct or cause the direction of the management and policies of any such Person.

“Adjustment Period” has the meaning set forth in Section 4.1.

“Applicable Laws” means all present and future laws, ordinances, orders, rules and regulations of all federal, state, parish, and municipal governments, departments, commissions, or offices, in each case having applicable jurisdiction over the Project Site.

“Bankruptcy Proceeding” has the meaning set forth in Section 23.10.

“Bone Fide Offer” has the meaning set forth in Section 14.3.

“Consumer Price Index” has the meaning set forth in Section 4.2.

“Corps” has the meaning set forth in Section 8.3(a).

“CPI Adjustment” has the meaning set forth in Section 4.1.

“CPI Disagreement Notice” has the meaning set forth in Section 4.2.

“CPI Notice” has the meaning set forth in Section 4.2.

“CPI Percentage Increase” has the meaning set forth in Section 4.2.

“Environmental Laws” means any and all federal, state and local laws, statutes, regulations, ordinances, judgments, orders, codes, injunctions, applicable common law, Applicable Law or similar provisions having the force or effect of law, concerning pollution or protection of health, safety, natural resources or the environment or relating to land use, plants or animals or protected resources and any Applicable Law relating to natural resources, threatened or endangered species, migratory birds or disposal or wetlands and includes Hazardous Substances Law.

“Event of Default” has the meaning set forth in Section 15.1.

“Extended Term” has the meaning set forth in Section 3.2.

“Facility” has the meaning set forth in the Recitals hereof.

“Facility Contractors” means, collectively, the Persons engaged by the Tenant to construct the Facility and/or develop the Project, Project Site and/or Improvements.

“Facility Contracts” means, collectively, the contracts entered into by the Tenant in connection with the design, construction, equipment procurement, operation and maintenance of the Facility and/or the Project, Project Site and/or Improvements.

“Fair Market Value” means the value determined pursuant to the process set forth in Section 14.5.

“First Appraiser” has the meaning set forth in Section 14.5.

“Force Majeure” means any cause not reasonably within the control of the Party claiming suspension, and shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, droughts, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, discovery of burial grounds or human remains or legally protected artifacts, insurrections or wars; (iv) the failure or interruption of performance by the Tenant’s engineering, procurement and construction contractor or any subcontractors of such contractor to the extent caused by an event of Force Majeure under this Ground Lease; (v) the failure or interruption of performance by the Tenant’s suppliers by reason of such supplier’s valid declaration of an event that would constitute an event of force majeure under the Tenant’s contract with such supplier; (vi) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a Governmental Authority having jurisdiction, or that restrict the Tenant’s ability to reasonably construct and/or operate the Facility and/or Project or any delay in issuance or effectiveness of any Governmental Approval that has been properly applied for by the Tenant that is required to construct and/or operate the Facility and/or Project.

“Governmental Approval” means any authorization, waiver, consent, approval, license, lease, franchise, ruling, permit, tariff, rate, right of way, certification, exemption, filing, variance, claim, order, judgment, decree, publication, notices to, declarations of or with or registration by or with any Governmental Authority.

“Governmental Authority” means any nation or government, any state or political subdivision thereof, any federal, state, municipal, local, territorial or other governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, judicial or administrative body, domestic or foreign, and any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Ground Lease” has the meaning set forth in the Preamble hereof.

“Ground Lease Commencement Date” has the meaning set forth in the Preamble hereof.

“Hazardous Substance” means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “acutely hazardous waste,” “restricted hazardous waste,” “radioactive waste,” “infectious waste,” “biohazardous waste,” “toxic substance,” “pollutant,” “toxic pollutant,” “contaminant” or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, “EP toxicity” or “TCLP toxicity”; (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (iii) any flammable substances or explosives; (iv) any radioactive materials; (v) any pesticide; (vi) asbestos in any form; (vii) urea formaldehyde foam insulation; (viii) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (ix) radon; and (x) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is regulated for health and safety reasons by any Governmental Authority, or which is or has been demonstrated to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment.

“Hazardous Substances Law” means any and all federal, state and local statutes, laws, regulations, ordinances, judgments, orders, codes, injunctions, applicable common law, Applicable Law or similar provisions having the force or effect of law concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended) to the extent it relates to the handling of and exposure to hazardous or toxic materials or similar substances.

“Initial Term” has the meaning set forth in Section 3.1.

“Initial Parcels Rent” means on the Ground Lease Commencement Date that portion of the monthly payments of Rent equal to [REDACTED] as such amount is escalated during the Initial Term and any Extended Term pursuant to Sections 4.1 and 4.2.

“Improvements” means any and all improvements made by Tenant, in its sole discretion, to the Project Site in conformity with Applicable Law, including but not limited to, improvements relating to the loading, unloading, handling, treatment, processing, producing,

transporting, distributing, selling, metering and/or storing of (i) natural gas, natural gas liquids, and other natural gas products, derivatives and by-products and (ii) other petroleum and hydrocarbon liquids, gases, products, derivatives and by-products, including but not limited to (A) the importation, regasification, production, exportation, liquefaction, refinement, enhancement, other treatment and transportation (including by ship, pipeline, truck or rail) of LNG, and LNG by-products and additives and (B) the excavation for, development, construction, installation, use, operation, maintenance, repair, expansion, optimization, alteration and/or removal of any improvements, fixtures, facilities, equipment and/or appurtenances (including natural gas pipelines, natural gas liquids extraction, processing and delivery facilities, acid gas removal units, natural gas liquefaction trains, LNG regasification facilities, and other treatment facilities, cryogenic pipelines, LNG storage tanks, petroleum and other hydrocarbon liquids storage facilities, nitrogen storage and processing facilities, power generation and transmission infrastructure, marine, rail and trucking receipt, delivery and servicing facilities (including piers, marine terminals, bulkheads, wharfs, docks, inlets, wet slips, moonpools, moorings, jetties, and loading and unloading equipment), and other utilities and facilities (including berms, open space, security fencing, control rooms, offices, warehouses, parking and yards), in each case, necessary, ancillary or desirable to Tenant in connection with the foregoing.

“Landlord” has the meaning set forth in the Preamble hereof.

“Landlord’s Activities” means the action or failure to act of the Landlord or any of its representatives, affiliates, invitees, agents, advisors, consultants, contractors, or other Persons acting by or through the Landlord, at and/or relating to the Project Site and/or Landlord’s Improvements.

“Landlord’s Event of Default” has the meaning set forth in Section 16.1.

“Landlord Indemnitee” has the meaning set forth in Section 9.1.

“Landlord’s Improvements” has the meaning set forth in Section 6.1.

“Lease Year” means a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Ground Lease Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the beginning of the previous Lease Year.

“Leasehold Lenders” has the meaning set forth in Section 23.1.

“Leasehold Loan” has the meaning set forth in Section 23.1.

“Leasehold Mortgage” has the meaning set forth in Section 23.1.

“Lien” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, restrictive covenant, easement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under Applicable Laws, as well as the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“Minerals” has the meaning set forth in Section 8.3(b).

“New Lease” has the meaning set forth in Section 23.9(a).

“Option Agreement” means the Amended and Restated Real Estate Lease Option Agreement between Landlord and Tenant, dated as of November 20, 2014.

“Party” or “Parties” has the meaning set forth in the Preamble hereof.

“Person” means and includes natural persons, corporations, limited liability companies, general partnerships, limited partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

“Project” means the development, permitting, financing, construction, ownership, operation and/or maintenance of the Facility on the Project Site.

“Project Site” means the real (immovable) property of approximately two hundred three (203) acres described in the legal description set forth in Exhibit 1-A, and illustrated by the Survey Map attached as Exhibit 1-B, including any waterway areas, upon which the Facility and other Improvements will be located and which real (immovable) property is owned by the Landlord.

“Property Taxes” means all real and personal property taxes and all excise taxes of all Governmental Authorities, excluding any taxes, fees and/or levies associated with any mineral rights and/or royalties.

“Removal Period” means the period of time that is required by Tenant remove any and all of Tenant’s property, including the Facility and/or Improvements, from the Project Site in accordance with Section 7.1.

“Rent” has the meaning set forth in Section 4.1.

“Second Appraiser” has the meaning set forth in Section 14.5.

“Subsequent Parcel Rent” means on the Ground Lease Commencement Date that portion of the monthly payments of Rent equal to [REDACTED] per month, as such amount is escalated during the Initial Term and any Extended Term pursuant to Sections 4.1 and 4.2.

“Surface Waiver” has the meaning set forth in Section 8.3(b).

“Survey Map” means the map of survey dated August 22, 2014, last revised _____, 20 __, by Lonnie G. Harper & Associates, Inc., attached as Exhibit 1-B.

“Tenant” has the meaning set forth in the Preamble hereof.

“Tenant Indemnitee” has the meaning set forth in Section 9.3.

“Tenant’s Property” means all improvements, additions, replacements, enhancements, alterations, machinery, equipment, spares, furniture, furnishings, inventory and other property and fixtures of any kind and at any time made, installed, fixed, or placed on, in, or to the Project Site, including the Facility and any Improvements.

“Third Appraiser” has the meaning set forth in Section 14.5.

2. Ground Lease Premises.

2.1 Date. The date of this Ground Lease is the Ground Lease Commencement Date.

2.2 Landlord’s Agreement to Lease. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and subject to the prompt performance by the Tenant of the covenants and agreements to be kept and performed by the Tenant under this Ground Lease, the Landlord does lease to the Tenant and the Tenant hereby leases from the Landlord, the Project Site and Landlord’s Improvements.

2.4 Servitudes. In addition, the Landlord shall without cost to the Tenant, grant from time to time to the Tenant and others designated by the Tenant any easements, servitudes, and rights of way for access and electricity, communications, gas, water, sewer and other utility lines, products and materials from and to the Project Site over land and waterways sufficient to permit the Tenant to accomplish its purposes in connection with the Project.

3. Term

3.1 Initial Term. The initial term (“Initial Term”) of this Ground Lease shall commence at 12:01 a.m. on the Ground Lease Commencement Date and, unless sooner terminated as hereinafter provided, end at 11:59 p.m. on the thirtieth (30th) anniversary of the last day of the month immediately preceding the Ground Lease Commencement Date.

3.2 Extensions. In consideration of and conditioned upon there being no uncured Event of Default on the part of the Tenant at the time an option is exercised, the Landlord hereby grants unto the Tenant the option to lease the Project Site for four (4) additional ten (10) year terms; the first of said additional terms commencing upon the expiration of the Initial Term and extending for a period of ten (10) years and each of said additional terms commencing upon the expiration of the then current additional term and extending for a period of ten (10) years. Each of such additional terms is referred to herein as an “Extended Term”.

The option to extend this Ground Lease of the Project Site as set forth above must be exercised in each case, if at all, by written notice from the Tenant to the Landlord on or before the date that is three (3) months prior to the expiration of the Initial Term or then current Extended Term. Failure to timely exercise the first Extended Term or any subsequent Extended

Term shall automatically terminate the right of the Tenant to exercise its option to lease the Project Site in any subsequent Extended Term.

All the terms and conditions of this Ground Lease shall be applicable to any Extended Term, and the rent shall be in accordance with the provisions set forth in Article 4 below.

4. Rent.

4.1 Rent. Commencing upon the Ground Lease Commencement Date, the initial rent for the Project Site ("Rent") shall be [REDACTED], payable in equal installments of [REDACTED] per month, adjusted upward every five (5) years thereafter during the Initial Term and during any Extended Term by a percentage equal to the greater of fifteen percent (15%) or the CPI Percentage Increase (as defined below), but in no event to exceed an adjustment during any Adjustment Period (as defined below) of greater than twenty percent (20%). The period of time from the Ground Lease Commencement Date through [*Insert date calculated as five calendar years after the Ground Lease Commencement Date*] ____, 201__, and each five (5) year period thereafter shall be defined herein as an "Adjustment Period." Any upward adjustment based on a CPI Percentage Increase (as defined below) to any payment under this Lease shall hereinafter be referred to as a "CPI Adjustment." Such Rent will be due each month on the 1st day of the month and shall be payable by the 15th day of that month, provided however, that (i) the first payment of Rent shall be due on the Ground Lease Commencement Date and, if the Ground Lease Commencement Date is a date other than the first of the month, the first payment of Rent shall be in a prorated amount for the period of time between the Ground Lease Commencement Date and the next following first day of the month; and (ii) the first payment of Rent due upon the commencement of any new Adjustment Period will be owed and paid one month after the commencement of that Adjustment Period, in order to permit Tenant to calculate the CPI Percentage Increase, as set forth below.

4.2 CPI Adjustment. If CPI Percentage Increase (as defined below) is more than fifteen percent (15%) for the relevant Adjustment Period, then the Rent payable during that Adjustment Period shall be adjusted upward by a percentage equal to the CPI Percentage Increase (as defined below) applicable to such Adjustment Period, but not to exceed an adjustment during any Adjustment Period of greater than twenty percent (20%). The term "Consumer Price Index" shall mean the unadjusted Consumer Price Index for All Urban Workers, U.S. City Average, All Items, 1982-84=100, calculated and published by the United States Department of Labor, Bureau of Labor Statistics. The "CPI Percentage Increase" shall mean, with respect to any Adjustment Period, the percentage increase calculated by subtracting the average Consumer Price Index for the first month of the immediately preceding Adjustment Period from the average Consumer Price Index for the last month of the Adjustment Period, and dividing the positive difference, if any, by the average Consumer Price Index for the first month of the immediately preceding Adjustment Period, and multiplying this quotient (rounded to the nearest ten thousandth) by 100. If the average Consumer Price Index for the last month of the immediately preceding Adjustment Period is less than the average Consumer Price Index for the first month of the immediately preceding Adjustment Period, then the CPI Percentage Increase

shall be zero percent (0%). For the avoidance of doubt, no CPI Adjustment shall be made to any payment due under this Ground Lease for any Adjustment Period if the result of such CPI Adjustment would be to (i) reduce the amount of such payment to an amount that is less than the amount of such payment due for the immediately preceding Adjustment Period or (ii) to raise the amount of such payment to an amount that is greater than twenty percent (20%). For illustrative purposes only, if the average Consumer Price Index for the last month of the immediately preceding Adjustment Period was 200.0, and the average Consumer Price Index for the first month of the immediately preceding Adjustment Period was 175.0, then the CPI Percentage Increase would be 14.29% (i.e., $200.0 - 175.0 = 25.0 / 175.0 = 0.1429 \times 100 = 14.29\%$). Consequently, the minimum fifteen percent (15%) adjustment would apply. The CPI Percentage Increase for any Adjustment Period shall be calculated by Tenant, and Tenant shall deliver written notice to Landlord describing such calculation in reasonable detail ("CPI Notice") no later than thirty (30) days after the commencement of any Adjustment Period. If Landlord disagrees with Tenant's calculation of the CPI Percentage Increase, then Landlord shall deliver to Tenant written notice, describing the basis for such disagreement in reasonable detail ("CPI Disagreement Notice"), not later than thirty (30) days after delivery of the CPI Notice. If Landlord fails to deliver a CPI Disagreement Notice within thirty (30) days after delivery of any CPI Notice, then Landlord shall be conclusively deemed to have agreed with the calculation of the CPI Percentage Increase set forth in such CPI Notice.

4.3 Due Date. Except as otherwise provided in this Ground Lease, all rental payments shall be due in advance on the 1st calendar day of each month and payable by the 15th calendar day of each month during the entire term of this Ground Lease. If the 15th calendar day of a month falls on a weekend day or holiday, then rent shall be payable by the following business day.

4.4 Place of Payment. Except as otherwise provided herein, rent shall be payable by check or wire transfer at the following address or via wire instructions, or to such other place as the Landlord may specify and the Tenant deem acceptable, as hereinafter provided, from time to time: [REDACTED], or in accordance with bank wire instructions of which Landlord shall notify Tenant.

5. Net Lease; Taxes and Utility Expenses.

5.1 Net Lease. This Ground Lease is a net lease and it is agreed and intended that the Tenant shall pay or cause to be paid all operating costs, if any, of every kind and nature whatsoever relating to the Project Site except as expressly otherwise provided in this Ground Lease.

5.2 Taxes and Utility Expenses.

(a) The Tenant shall pay or cause to be paid when due all charges for water and sewer rents, public utilities, and license, impact, permit and Governmental Approval fees applicable to the Facility during the term of this Ground Lease.

(b) The Tenant shall pay or cause to be paid when due any and all Property Taxes on or related to the Project Site during the term of this Ground Lease. Within one month after the due date of any such Property Taxes, Tenant shall provide Landlord with reasonable written evidence from the Cameron Parish Tax Collector's Office of the payment of such taxes or provide notice of any election by Tenant to contest the same in good faith, provided Tenant has entered into appropriate deposit, bond, or obtained an order of a court of competent jurisdiction, or other steps to appropriately stay any lien or collection efforts in connection with such contest.

5.3 Utility Connections. The Tenant shall be responsible for obtaining, at its own cost, electricity, telephone, water, sewerage, gas, and other utility services to the Project Site; provided, however, the Landlord shall cooperate, and to the extent reasonably needed, facilitate the contracting of any easements, servitudes and/or rights of way, and grant easements, servitudes and rights of way in accordance with Section 2.4, as required by the Tenant for such utility connections and/or services.

6. Tenant and Landlord Improvements.

6.1 Landlord's Improvements. "Landlord's Improvements" are any and all improvements to the immovable property of the Project Site and any and all movable property in existence on the Project Site at the time of the Ground Lease Commencement Date. There are no Landlord's Improvements except for posts or pilings used in prior construction and remnants of tanks holding water/marine life that may be removed by Tenant.

6.2 Improvements by Tenant. The Tenant shall have the right to finance, construct, and install on the Project Site any Improvements during the Initial Term and/or any Extended Term as long as the changes, alterations and/or Improvements comply in conformity with Applicable Laws. The Tenant shall be permitted to make any changes, improvements or alterations to the Project Site including without limitation any Improvements to the Project Site during the Initial Term and/or any Extended Term as long as the changes, alterations and/or Improvements comply with Applicable Laws. During the term of this Ground Lease, the Tenant has the right to make any changes, alterations, and/or improvements with respect to the Project as long as it complies with Applicable Laws.

6.3 Governmental Approvals. Landlord will cooperate and assist (and never oppose) the Tenant in obtaining any and all Governmental Approvals deemed necessary by Tenant for Improvements to the Project Site, including with respect to Governmental Approvals from the Federal Energy Regulatory Commission and the Department of Energy. Landlord will hereafter continue to be obligated to execute appropriate documentation to waive its right to require wetlands mitigation to be completed on the Project Site or other Landlord property, in such form as necessary to allow Tenant to complete such wetlands mitigation at locations other than Landlord property.

6.4 Tenant's Property. Tenant's Property shall at all times be and remain the sole property of the Tenant.

6.5 Maintenance of Improvements.

(a) Tenant's Obligation to Maintain. During the Initial Term or any Extended Term, as applicable, the Tenant will keep in reasonably good state of repair the Facility, the Improvements, open areas, buildings, fixtures and building equipment that are brought or constructed or placed upon the Project Site by the Tenant, and the Tenant will, in at its sole discretion and cost, repair such property as often as may be necessary in order to keep the Facility and Improvements in reasonably good repair and condition, except as set forth in Section 6.5(b).

(b) Landlord's Obligation to Maintain. Except as otherwise provided in this Agreement, Landlord has no obligation to maintain the Project Site, Improvements and/or Landlord's Improvements (if any) during the Initial Term and/or any Extended Term. Landlord agrees that there will be no such Landlord Improvements on the Project Site on and after the Ground Lease Commencement Date.

6.6 Signs. The Tenant shall be permitted to place reasonable signs and other means of identification of its business on the Project Site so long as the same comply with all Applicable Laws and any required Governmental Approvals.

7. Tenant's Surrender of Project Site.

7.1 Surrender at End of Ground Lease. Subject to Section 6.4 and subject and subordinate to Section 23 and the rights of any Leasehold Lender under any Leasehold Mortgage, the Tenant shall and will on the last day of the Initial Term, or if extended, on the last day of the Extended Term hereof, surrender and deliver the Project Site to the Landlord, in good condition as is reasonably practicable (except as provided in Section 6.5 or Section 13), less normal wear and tear. If this Ground Lease is terminated for any reason or upon the expiration of the Initial Term and/or Extended Term (if extended) of this Ground Lease, the Tenant shall in good faith and in proceed with (i) any restoration, if any, of the Project Site to its condition prior to construction of the Facility and/or Improvements, and (ii) any removal of any and all Improvements. Tenant shall have all access rights to the Project site that are necessary to remove any and all of Tenant's property including the Facility and/or Improvements. Tenant shall also comply as required by any federal regulations of the Federal Energy Regulatory Commission or any other federal authority with respect to the Facility on the Project Site.

7.2 Landlord Not Liable. On and after the Ground Lease Commencement Date Tenant shall assume full dominion, control and responsibility for the Project Site, except to the extent specifically provided herein, to the extent provided under LSA – R.S. 9:3221. On and after the Ground Lease Commencement Date, Landlord shall not be responsible for any loss or damage occurring to any real or personal property owned, leased, or operated by the Tenant, its agents, or employees, prior to or subsequent to the termination of this Ground Lease, other than, to the extent permitted by law, for such loss or damage occurring as a result of the negligent conduct or the willful misconduct of the Landlord, its officers, representatives, agents, or employees or the Landlord's misrepresentations or its breach of or default under this Ground Lease.

7.3 Holding Over. Except for a Removal Period, if the Tenant holds over after the expiration or termination of this Ground Lease, with or without the consent of the Landlord, such tenancy shall be from month-to-month only. Such month-to-month tenancy, whether with or without the Landlord's consent, shall be subject to every other term, covenant, and agreement contained herein, and shall not constitute a renewal or extension of the term of this Ground Lease.

8. Use.

8.1 Permitted Uses; Compliance with Laws; Permits. The Tenant may use the Project Site for any and all uses desired by Tenant in compliance with all Applicable Laws. The Tenant shall obtain and maintain, at its cost, all applicable Governmental Approvals for the construction and maintenance of the Improvements and/or for the Tenant's use or activities on the Project Site. The Tenant, at its cost, shall solely be responsible for complying with all Applicable Laws relative to the Project and security of the Project Site, including, but not limited to, the timely filing, implementation, and enforcement of any security plan required by Applicable Laws. Any fine or penalty imposed by any Governmental Authority solely caused by the failure of the Tenant to comply with this provision, including any fine or penalty imposed upon the Landlord as owner of the Project Site as solely caused by the failure of the Tenant to comply with this provision, shall be the sole responsibility of the Tenant, shall not be an Event of Default (as defined herein), and the Tenant shall indemnify and hold harmless the Landlord from the payment of any such fine or penalty, and Tenant may pay any such fine or penalty, if any, to the Governmental Authority on behalf of Landlord.

8.2 Use of Water Frontage. The Tenant shall have any and all rights, including without limitation any and all riparian rights, to use any and all of the water frontage of the Project Site, including without limitation, the Landlord's Improvements (if any) and the area between the water frontage of the Project Site to the Ship Channel and/or the area between the water frontage of the Project Site to Gulf of Mexico, for mooring of vessels and/or for any and all other uses allowed under Applicable Laws; and the Landlord shall not have the right to use the water frontage of the Project Site, including without limitation all aforementioned areas, for mooring of vessels or any other uses without the prior written consent of the Tenant. It is expressly understood that Tenant's consent shall be in Tenant's sole discretion, and if granted, would be in accordance with any security plan of Tenant.

8.3 Dirt Moving Activities; Permits; Timber.

(a) The Tenant may remove, add and/or move substantial amounts of muck, dirt, dredge spoil, fill and other materials from the Project Site, to the Project Site, and from portions of the Project Site to other portions of the Project Site, and the Tenant may be required by Applicable Laws to mitigate wetlands on portions of the Project Site and may do so in its discretion. Tenant shall have the right to remove soil and spoil from, and to add fill to, the Project Site and to dredge the slip and dredge and widen the Calcasieu Ship Channel, and deposit the dredge spoils on the Project Site (as allowed by applicable law), in each case in connection with the excavation for, development, construction, installation, use, operation, maintenance, repair, expansion,

optimization, alteration and/or removal of the Facility, and for the purpose of constructing, creating, expanding, operating and maintaining a marine terminal and ship turning basin. Tenant shall, at its own expense, obtain any required permits and/or approvals from the United States Army Corps of Engineers (the “Corps”) and/or any other governmental agencies, and Tenant shall comply with such permits and approvals. The Landlord will cooperate with and assist the Tenant in obtaining any necessary permits and Governmental Approvals from the Corps and any other Governmental Authority, at Tenant’s discretion, for Tenant’s use of the Project Site, including without limitation, for any Improvements, reclamation of lands, erosion control, attainment of spoil, easements/servitudes and/or rights of way; provided, that all costs associated with such efforts shall be the responsibility of the Tenant. Except only as provided in Section 8.3(b) below, Tenant shall have all surface, subsurface and riparian rights, and the right and privilege of grading and draining the Project Site, and all other rights on and to the Project Site. Any activities of Landlord and/or its lessees or assignees or any other party shall not adversely affect the Project Site or the Facility or interfere with Tenant’s operations or rights under this Ground Lease in any way. Nothing herein is intended to preclude Landlord, from participating in pools or units created by consent or established by any regulatory body including the Louisiana Commissioner of Conservation. Tenant may freely remove any timber which is standing or lying on the Project Site as Tenant deems necessary for Tenant’s intended use of the Project Site. Nothing herein is intended to grant, convey, or bestow to Tenant any rights to or claims to any oil, gas, or mineral rights below the surface of the Project Site.

(b) To the extent Landlord holds any rights to oil, gas, or other minerals (“Minerals”) in the Project Site, Landlord waives any and all rights of Landlord or its lessees or assignees to use the surface of the Project Site to explore for, drill for, access, extract, mine, exploit or otherwise make use of such Minerals, during the term of this Ground Lease, and Landlord and/or its lessees or assigns shall only exercise any such rights to such Minerals via directional drilling or other means consistent with the terms and conditions of this Section 8.3 (b) (“Surface Waiver”). If any third party holds any rights in such Minerals, Landlord shall obtain a legal and binding written Surface Waiver from such third party, for the benefit of Tenant and shall promptly provide a copy of such Surface Waiver to Tenant. Any directional drilling or other subsurface Mineral activities of Landlord and/or its lessees or assignees or any other party shall take place at a depth of not less than the greater of 2500 feet or such other depth as may be determined or set by the Federal Energy Regulatory Commission below the surface and shall not adversely affect the lateral or subjacent support of the Facilities or interfere with Tenant’s operations or rights under this Ground Lease in any way.

8.4 Crossing. The Landlord shall assist the Tenant in the Tenant’s efforts to develop, at the Tenant’s cost, any roads and/or crossings or other Improvements across the property and boundary lines of the Project Site to the adjacent land, including relocation of utilities, providing culverts for storm water drainage, and any other Improvements. The Tenant or others, excluding the Landlord, will pay the cost to relocate or modify the infrastructure for these roads and/or crossings and/or other Improvements.

8.5 Pipelines; Rights of Way. If at any time the Tenant notifies the Landlord that the Project requires an off-Project Site pipeline and/or pipeline easement for the development of the Project at the Project Site, the Landlord shall use its best efforts to cause the applicable

landowners and Governmental Authorities to grant the pertinent approvals to achieve the pipeline and/or pipeline right of way.

9. Indemnification.

9.1 Tenant's General Agreement to Indemnify. The Tenant releases the Landlord, its officers, representatives, employees, agents, successors and assigns (individually and collectively, the "Landlord Indemnitee") from, assumes any and all liability for, and agrees to indemnify the Landlord Indemnitee against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges, and expenses (including, without limitation, reasonable attorney's fees, witness fees, engineers' fees, architects' fees, and the costs and expenses of appellate action, if any), imposed on, incurred by or asserted against any Landlord Indemnitee arising out of (i) the use or occupancy of the Project Site by the Tenant, its officers, representatives, agents, and employees, (ii) the construction or operation of the Project by the Tenant, its officers, representatives, agents, and employees, (iii) any claim arising out of the use, occupancy, construction or operation of the Project Site by the Tenant, its officers, representatives, agents, and employees, and (iv) activities on or about the Project Site by the Tenant, its officers, representatives, agents, and employees, of any nature, whether foreseen or unforeseen, ordinary, or extraordinary, in connection with the construction, use, occupancy, operation, maintenance, or repair of the Facility, the Improvements, or the Project Site by the Tenant, its officers, representatives, agents, and employees; provided, however, that any such claim, liability, obligation, damage or penalty arising as a result of the negligence or willful misconduct of any Landlord Indemnitee shall be excluded from this indemnity. Any and all claims brought under the authority of or with respect to any Environmental Law or concerning environmental matters or Hazardous Substances shall be solely covered by Sections 9.2 and 9.4 and not this Section 9.1.

9.2 Tenant's Environmental Indemnification. For purposes of the Tenant's indemnification obligations, the Tenant agrees that it will comply with all Environmental Laws applicable to the Tenant, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances in, on, or about the Project Site. The Tenant agrees to indemnify and hold harmless the Landlord Indemnitee against and in respect of any and all damages, claims, losses, liabilities, and expenses (including, without limitation, reasonable attorney, accounting, consulting, engineering, and other fees and expenses), which may be imposed upon, incurred by, or assessed against the Landlord Indemnitee by any other Person (including, without limitation, a Governmental Authority), arising out of, in connection with, or relating to the subject matter of: (i) the Tenant's breach of the covenant set forth above in this Section 9.2 or (ii) any discharge or release of Hazardous Substances on the Project Site or any violation of any Environmental Law with respect to the Project Site, in each case to the extent first occurring after the Ground Lease Commencement Date and caused by the Tenant's construction, operations, and maintenance activities or facilities and not caused by the Landlord's Activities or Landlord's Improvements.

9.3 Landlord's General Agreement to Indemnify. The Landlord releases the Tenant, its officers, representatives, employees, contractors, lenders, agents, successors and assigns, (individually and collectively, the "Tenant Indemnitee") from, assumes any and all liability for,

and agrees to indemnify the Tenant Indemnitee against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges, and expenses (including, without limitation, reasonable attorney's fees, engineers' fees, architects' fees, and the costs and expenses of appellate action, if any), imposed on, incurred by or asserted against any Tenant Indemnitee arising out of (i) the Landlord's Activities or any use or occupancy of the Project Site by the Landlord, its officers, representatives, agents, and employees, (ii) any claim arising out of the use, occupancy, construction or operation of the Project Site by the Landlord, its officers, representatives, agents, and employees, and (iii) activities on or about the Project Site by the Landlord, its officers, representatives, agents, and employees, of any nature, whether foreseen or unforeseen, ordinary, or extraordinary, in connection with this Ground Lease; provided, however, that any such claim, liability, obligation, damage or penalty arising as a result of the negligence or willful misconduct of any Tenant Indemnitee shall be excluded from this indemnity. This Section shall include within its scope but not be limited to any and all claims or actions for wrongful death, but any and all claims brought under the authority of or with respect to any Environmental Law or concerning environmental matters or Hazardous Substances shall be solely covered by Section 9.4 and not this Section 9.3.

9.4 Landlord's Environmental Indemnification.

(a) For purposes of Landlord's indemnification obligations, the Landlord agrees that it will comply with all Environmental Laws applicable to the Landlord, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances in, on, or about the Project Site. The Landlord agrees to indemnify and hold harmless the Tenant Indemnitee against and in respect of any and all damages, claims, losses, liabilities, and expenses (including, without limitation, reasonable attorneys, accounting, consulting, engineering, and other fees and expenses), which may be imposed upon, incurred by, or assessed against the Tenant Indemnitee by any other Person (including, without limitation, a Governmental Authority), arising out of, in connection with, or relating to the subject matter of: (i) the presence, discharge or release of Hazardous Substances, including all claims or alleged claims by any Governmental Authority or other Person for penalties, damages or injunctive relief or for the abatement of a nuisance related to the presence, discharge or release of Hazardous Substances, or (ii) any actual or alleged violation of Environmental Laws, in the case of each of subclauses (i) and (ii), where the presence, discharge or release of such Hazardous Substances or violation of Environmental Law arises or occurs (1) at, on or from the Project Site on or prior to the Ground Lease Commencement Date or (2) at, on or from the Project Site or any other site as a result of or relating to the Landlord's Activities or facilities or Landlord's Improvements, whether before, on or after the Ground Lease Commencement Date, or (iii) the Landlord's breach of the covenant set forth above in this Section 9.4 or (iv) any environmental condition of contamination on the Project Site or any violation of any Environmental Law with respect to the Project Site to the extent occurring after the Ground Lease Commencement Date and caused by the Landlord's Activities or facilities.

(b) If Hazardous Substances become present or are discharged onto the Project Site as a result of the Landlord's Activities or otherwise exist at the Project Site on or prior to the Ground Lease Commencement Date, the Tenant shall so notify the Landlord in writing as soon as practicable after the Tenant's discovery thereof, and the Landlord shall have a

reasonable period of time to undertake, at its own expense, such corrective measures as are necessary to remove such Hazardous Substances and to remediate such presence or discharge as required by applicable Environmental Laws or the requirements of the appropriate Governmental Authority, except that such removal or remediation shall not unreasonably interfere with the construction, operation or maintenance of the Facility and/or interfere the Improvements by Tenant. Tenant shall have the right to undertake such removal and remediation activities in its discretion, and the Landlord shall reimburse the Tenant (or Tenant may offset against rent) for its reasonable and necessary documented costs therefor within thirty (30) days after receipt of an invoice by the Landlord (including any costs associated with the work stoppage or interference with the ability of any Facility Contractor to perform its respective obligations under the Facility Contracts (including mobilization and de-mobilization costs, suspension costs, storage costs, rescheduling penalties, and all other direct and indirect costs incurred by the Tenant or any Facility Contractor (and its respective subcontractors) as a result of any delay caused by such removal and/or remediation activities)). The Party not controlling the remediation under this Section 9.4(b) shall have a reasonable right of participation in the removal or remediation activities, including the right to (i) receive copies of material reports, work plans and correspondence relating to the removal or remediation activities, (ii) the right to review and comment on draft reports and work plans (and all reasonable comments shall be accepted by the controlling Party), and (iii) advance notice of and the right to attend and participate in meetings with Governmental Authorities. This Section 9.4(b) shall not supersede or diminish the provisions or the Landlord's obligations under Section 9.4(a).

9.5 Survival of Indemnities. The foregoing indemnities shall survive the Initial Term, any Extended Term, and any Removal Period, and shall be in addition to any of the Landlord's or the Tenant's obligations for breach of a representation or warranty.

10. Insurance.

10.1 Commercial General Liability. Tenant shall carry or cause to be carried commercial general liability insurance with respect to the Project Site and the uses and activities of the Tenant thereon with minimum limits of [REDACTED]. The Tenant may elect to be self-insured in amounts greater than those minimum limits. In the event Tenant procures commercial general liability insurance, Landlord will be named as an additional insured.

10.2 Commercial General Liability. Landlord may carry or cause to be carried relevant liability insurance with respect to the Project Site and/or any activities of the Landlord with respect to the Project Site in its reasonable business discretion. The Landlord may elect to be self-insured.

11. Liens and Landlord's Mortgages.

11.1 Prohibition of Liens and Mortgages. The Landlord shall not create or permit to be created or to remain in connection with the Project Site or the Improvements or the Landlord's Improvements thereon, any Liens against any property interest of the Landlord and/or against any property or leasehold interest of the Tenant, and the Landlord or Tenant (as applicable) shall discharge any Lien (levied on account of any mechanics', laborers', or materialmen's lien or

security agreement) which might be or become a Lien upon the Project Site or upon Landlord's interest in the Project Site or upon Tenant's interest in its leasehold of the Project Site, in accordance with Section 11.2.

11.2 Discharge of Liens. If any mechanics', laborers', or materialmen's lien shall at any time be filed against the Project Site or any part thereof in connection with the Project or the Landlord's Improvements due to activities of Landlord, the Landlord shall be the responsible Party and shall within thirty (30) days after notice of the filing thereof, shall elect to contest the same or cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If any mechanics', laborers', or materialmen's lien shall at any time be filed against the Project Site or any part thereof in connection with the Project due to activities of the Tenant, the Tenant shall be the responsible Party and shall within thirty (30) days after notice of the filing thereof, shall elect to contest the same or cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

If the responsible Party does not contest such Lien and shall fail to cause such Lien to be discharged within the period aforesaid, then in addition to any other right or remedy of the non-responsible Party hereunder, the non-responsible Party may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings. Any amount so paid by the non-responsible Party and all costs and expenses incurred by the non-responsible Party in connection therewith, including reasonable attorneys' fees together with interest thereon at one percent (1%) per annum above the Wall Street Journal Prime Rate of interest published from time to time in the *Wall Street Journal*, from the respective dates of the non-responsible Party's making of the payment or incurring of the cost and expense, shall constitute either additional rent payable by the Tenant under this Ground Lease or an offset against rent payable by the Tenant under this Ground Lease, and shall be either (as applicable) paid by the Tenant to the Landlord within fifteen (15) days of written demand therefor or offset against any rent due after notice to the Landlord.

11.3 Satisfaction of Liabilities. The Tenant shall have the right but not the obligation to pay for Landlord's liabilities, obligations, responsibilities and/or debts associated with the Project Site, including without limitation, any liabilities, obligations and/or debts owed to laborers, vendors, brokers, materialmen, and other service providers, and then offset against the rent any such amount(s) paid by the Tenant.

12. Entry on Premises by Landlord, Etc.

Landlord and its representatives shall have no right to enter the Project Site, except as specifically authorized from time to time in advance in writing by the Tenant after written notice to Tenant of such request by the Landlord; and such authorization shall be in Tenant's sole discretion, and if/when granted by the Tenant, the Landlord and its representatives shall be required to adhere to any confidentiality, health, safety, security, insurance and/or operating rules and procedures of Tenant. Such entry on the Project Site shall be accompanied by a Tenant representative at all times. If, for any reason, the Tenant deems it is unsafe or outside the bounds

of contractual agreements for the Landlord to be near or within the bounds of certain operating equipment, the Tenant will instruct the Landlord of such safety or operating conditions such that access to certain sections of the Improvements will be restricted.

13. Destruction by Fire or Other Casualty.

If Improvements erected on the Project Site shall be destroyed or so damaged by fire or any other casualty whatsoever, not due to the willful misconduct of the Tenant, where repair or restoration cannot be reasonably accomplished within three hundred and sixty (360) days of the date of such fire or casualty, the Tenant, by written notice to the Landlord, from an authorized representative of the Tenant, may, at its election, decide not to restore nor reconstruct the Improvements. In the event that the Tenant so decides not to restore or reconstruct the Improvements, the Tenant shall notify the Landlord thereof in writing and shall proceed with due diligence to demolish and remove any ruins or rubble remaining on the Project Site at the Tenant's sole cost and expense.

14. Assignment; Subleasing; Right of First Refusal.

14.1 Restrictions on Landlord. The Landlord shall not assign this Ground Lease or sell the Project Site, in whole or in part, (including without limitation by transfer of control or otherwise) without the prior written consent of the Tenant. The Landlord acknowledges that Tenant's reasonable approval or consent shall only be given in connection with a proposed assignment of this Ground Lease by Landlord to a family member or heir of an original owner or member of Landlord. This Ground Lease shall inure to the benefit of and shall be binding upon Landlord's permitted assigns.

14.2 Restrictions on Tenant. Subject to the provisions of Section 23, Tenant shall not assign this Ground Lease, in whole or in part, without the consent of the Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. Tenant shall give Landlord at least thirty (30) days prior written notice of any proposed assignment, together with a copy of the proposed assignment. In addition, the Landlord acknowledges and agrees that no approval or consent of the Landlord shall be required in connection with any assignment of this Ground Lease by Tenant (i) for security purposes for any financing, including to a Leasehold Lender, (ii) a Leasehold Lender or any purchaser upon a foreclosure of a Leasehold Mortgage or transferee upon a transfer in lieu of foreclosure (*dation en paiement*) pursuant to a Leasehold Mortgage, (iii) to any Affiliate or member of the Tenant, (iv) to any entity resulting from a merger, non-bankruptcy reorganization or consolidation with Tenant, or (v) which is a result of any merger or acquisition of the membership interest or assets of the Tenant so long as the surviving entity is fully responsible for all of the obligations of the Tenant hereunder. The Tenant shall be free to sublease all or any portion of the Project Site. No assignment or sublease will release the original Tenant under the Ground Lease without the prior written consent of the Landlord.

14.3 Right of First Refusal. During the Initial Term or any Extended Term of the Ground Lease, Landlord may not transfer a portion of the Project Site and may only transfer the entire Project Site through a bona fide sale in exchange for a sum certain of money. If Landlord, during the Initial Term or any extension or renewal of the Ground Lease, makes a bona fide offer

to sell or receives a bona fide offer from a third party to buy or acquire (individually and collectively a “Bone Fide Offer”) all or any portion of the Project Site separately or as a part of a larger parcel of which the Project Site is a part, Landlord will promptly, within ten (10) business days, give written notice to Tenant of the terms of the Bone Fide Offer made or received, including the cash price attributable to the Project Site. If the sale is a tract of which the Project Site is a part, then the cash price attributable to the Project Site will be that part of the cash price multiplied times a fraction, the denominator of which is the total number of acres in the Project Site and the numerator of which is the total number of acres in the larger tract to be sold. The notice shall also state the other terms and conditions of the proposed sale and Landlord’s willingness to sell for that cash price and on those terms. Upon receiving the notice, Tenant may exercise the right, in the manner specified below, to purchase either the property described in the Bone Fide Offer on the Project Site (or part thereof) at the lower of: (i) the stated cash price in the Bone Fide Offer or (ii) Fair Market Value, which shall not include any value of the Ground Lease, the Improvements and/or Landlord’s Improvements in the determination of the Fair Market Value, in the process described in Sections 14.3 through 14.6 below. This Section 14.3 does not apply to transfers pursuant to successions or donations executed in accordance with Louisiana law.

14.4 Exercise of Right of First Refusal. If Tenant elects to purchase the property or Project Site described in the Bone Fide Offer under the provisions of Section 14.3, or if Tenant elects to seek the Fair Market Value under the provisions of Section 14.3, Tenant must notify Landlord of such election, doing so in writing delivered to Landlord within thirty (30) business days after the date of Landlord’s written notice to Tenant of the Bone Fide Offer. If Tenant elects to refuse the Bone Fide Offer, Tenant need take no action whatsoever; further, if Tenant fails to deliver to Landlord a notice of Tenant’s election within the time required for such notice, Tenant will be deemed to have refused the Bone Fide Offer. If Tenant refuses to or is deemed to refuse the Bone Fide Offer, Landlord is free to sell the property pursuant to the Bone Fide Offer subject to this Ground Lease and any New Lease (as defined in Section 23(i)) and continuation of the leasehold interest created by this Ground Lease and any New Lease (as defined in Section 23(i)).

14.5 Fair Market Valuation. If Tenant elects to seek the Fair Market Value under the provisions of Section 14.3, then Tenant shall notify the Landlord of the Tenant’s proposed Fair Market Value for the property or the Project Site, as the case may be. Thereafter, for a period of thirty (30) days following such notice the Parties shall in good faith attempt to agree upon the Fair Market Value. If the Parties do not agree upon the Fair Market Value within such thirty (30) days, each of the Parties shall within the next thirty (30) days appoint a qualified appraiser to appraise the Fair Market Value (the “First Appraiser” and the “Second Appraiser”) by notice to the other Party. If the Second Appraiser is not timely designated, the determination of the Fair Market Value shall be made solely by the First Appraiser. The First Appraiser, or each of the First Appraiser and the Second Appraiser if the Second Appraiser is timely designated, shall submit its determination of the Fair Market Value to the Parties within thirty (30) days of the date of its selection (or the selection of the Second Appraiser, as applicable). If there are two (2) appraisers and their respective determinations of the Fair Market Value vary by less than ten percent (10%) of the higher determination, the Fair Market Value shall be the average of the two determinations. If such determinations vary by ten percent (10%) or more of the higher

determination, the two appraisers shall promptly designate a third appraiser (the "Third Appraiser"). Neither the Tenant nor the Landlord shall provide, and the First Appraiser and Second Appraiser shall be instructed not to provide, any information to the Third Appraiser as to the determinations of the First Appraiser and the Second Appraiser or otherwise influence such Third Appraiser's determination in any way. The Third Appraiser shall submit its determination of the Fair Market Value to the Parties within thirty (30) days of the date of its selection. The Fair Market Value shall be equal to the average of the two closest of the three determinations. The determination of the Fair Market in accordance with the foregoing procedure shall be final and binding on the Parties. If any appraiser is only able to provide a range in which Fair Market Value would exist, the average of the highest and lowest value in such range shall be deemed to be such appraiser's determination of the Fair Market Value. Each appraiser selected pursuant to the provisions of this Section shall be a qualified Person with prior experience in appraising industrial lands in south Louisiana and that is not an interested Person with respect to either Party or such Party's Affiliates. If the Tenant has invoked this process and when the Fair Market Value has been determined, then Tenant must notify Landlord in writing within thirty (30) days that Tenant elects to purchase the property or Project Site at the lower of either the Fair Market Value determined or the Bone Fide Offer; and if Tenant fails to notify Landlord within this thirty (30) day period, then Landlord is free to sell the property or Project Site pursuant to the Bone Fide Offer subject to this Ground Lease and continuation of the leasehold interest created by this Ground Lease.

14.6 Continuation of Right. If for any reason the Project Site is not sold by Landlord following a bone fide offer from a third-party, the right of first refusal granted and described in the preceding Sections 14.1 through 14.5 shall continue in full force and effect, on the same terms and conditions.

15. Events of Default of Tenant.

15.1 Event of Default. If any one or more of the following events shall happen and not be remedied as herein provided an "Event of Default" shall be deemed to have occurred:

(a) Breach of Rent Covenant. If the Tenant fails to timely pay Rent as provided in Section 4, and such failure shall continue for a period of fifteen (15) days after written notice thereof from the Landlord to the Tenant.

(b) Breach of Other Covenant. If default shall be made by the Tenant in the performance of or compliance with any of the covenants, agreements, terms, or conditions contained in this Ground Lease, other than those referred to in the foregoing Section 15.1(a), and such default shall continue for a period of sixty (60) days after written notice thereof from the Landlord to the Tenant specifying the nature of such default and the acts required to cure the same, or, in the case of a default or a contingency which cannot with due diligence be cured within such period of sixty (60) days, the Tenant fails to proceed with due diligence within such period of sixty (60) days, to commence cure of the same and thereafter to prosecute the curing of such default with due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within sixty (60) days that the time of the Tenant within which to cure same shall be extended for such period as may be necessary to complete the

same with all due diligence). Casualty occurring at the Project Site or discharge from the Project Site shall not constitute an Event of Default.

15.2 Landlord's Remedies; Cure.

(a) Landlord's Right to Damages; Termination. Subject to the rights and remedies of Leasehold Lender in Section 23, below, upon the occurrence of an Event of Default, the Landlord shall give written notice of Event of Default to the Tenant stating specifically the grounds for the Event of Default and the damages thereby reasonably anticipated or incurred by Landlord in connection with the Event of Default, and the rights of the Tenant under this Ground Lease, the Tenant shall be liable for such reasonable damages unless such Event of Default is reasonably remedied in a timely manner and all undisputed arrears of Rent, and all other undisputed amounts payable by the Tenant under this Ground Lease, in each case within sixty (60) days from the date of such notice of Event of Default, together with interest thereon at the rate provided by law for judicial interest from the time when the same became due and payable, and all costs and expenses reasonably incurred by or on behalf of the Landlord as a result of the Event of Default, including reasonable attorneys' fees, shall have been fully and promptly paid by the Tenant to the Landlord and all other defaults shall have been reasonably cured and made good or cured to the reasonable satisfaction of the Landlord, in either of which events the consequences of such Event of Default shall be deemed to be annulled. Written notice of an Event of Default under this Section 15.2(a) is not effective and is not valid if Landlord does not give prior written notice to Tenant pursuant to Section 15.1.

(b) Landlord's Right to Cure Tenant's Event of Default. Upon the occurrence of an Event of Default of Tenant which is not cured or having commenced curing by Tenant within sixty (60) days as provided in Section 15.2(b), then, subject to the prior written consent of any Leasehold Lender under Section 23, Landlord may take whatever actions as are reasonably necessary to cure such Event of Default, including the hiring of attorneys, contractors, consultants, architects, engineers, laborers, or others to cure the Event of Default. The Tenant shall be responsible for all costs, including attorney's fees and the fees of other professionals, reasonably incurred by the Landlord pursuant to this Section 15.2(b) and such costs shall be billed to the Tenant in addition to any and all rent due hereunder; and the Tenant shall pay all such additional costs and charges within thirty (30) days after billing by the Landlord.

15.3 Taking of Possession. Upon any expiration or termination of this Ground Lease, and subject to Section 7.1, (i) the Tenant shall quit and peacefully surrender the Project Site to the Landlord, without any payment therefor by the Landlord, and the Landlord may, at that time, without further notice, enter upon and re-enter the Project Site and may have, hold, and enjoy the Project Site; and (ii) all obligations of the Tenant hereunder for additional rent or any portion thereof arising or accruing with respect to any period prior to such termination and any obligations of the Tenant under the indemnification provisions hereof arising or accruing with respect to any period prior to such termination hereof, in each case without regard to whether such matter is first noticed to the Landlord prior to or subsequent to such termination, shall survive the termination hereof. In the event of any termination, the Landlord shall be under a duty to seek a successor tenant. If the Landlord obtains a successor tenant during what would have been the remainder of the term of this Ground Lease, the Tenant shall receive a credit for

rentals collected from said successor tenant for the remaining term of this Ground Lease. If no successor tenant is obtained, Tenant shall be liable for rent obligations otherwise provided for in this Lease.

15.4 Agent for Service. The Tenant shall maintain a registered agent of the Tenant for service of process, which agent will be located within the State of Louisiana. The Tenant shall maintain the name and address of such agent with the Louisiana Secretary of State. If the Tenant shall fail to maintain such a registered agent with the Louisiana Secretary of State within the State of Louisiana, service of process may be accomplished by public posting on the Project Site in the same manner and for the same period as provided in Louisiana statutes, with written notice becoming effective at the time of posting.

16. Events of Default of the Landlord.

16.1 Landlord's Event of Default; Right to Cure. Any failure of the Landlord to perform and/or to comply with any of its obligations, covenants, agreements, terms, or conditions contained in this Ground Lease shall constitute a "Landlord's Event of Default" hereunder. Landlord shall have sixty (60) days after notice by Tenant to Landlord of Landlord's Event of Default to fully cure Landlord's Event of Default.

16.2 Tenant's Remedies; Cure. In the event of a Landlord's Event of Default which is not fully cured under Section 16.1, in addition to all other remedies available to the Tenant, the Tenant may cancel this Ground Lease by written notice to the Landlord. All obligations of the Landlord hereunder arising or accruing with respect to any period prior to such termination and any obligations of the Landlord under the indemnification provisions hereof arising or accruing with respect to any period prior to such termination hereof, in each case without regard to whether such matter is first noticed to the Landlord prior to or subsequent to such termination, shall survive the termination hereof, and shall be immediately payable to the Tenant. The Tenant shall have the right, with or without canceling this Ground Lease, to specific performance and to recover damages caused by a Landlord's Event of Default which is not fully cured under Section 16.1.

16.3 Tenant's Right to Cure Landlord's Event of Default. Upon the occurrence of a Landlord's Event of Default, the Tenant may take whatever actions as are reasonably necessary to cure such Landlord's Event of Default, including the hiring of attorneys, contractors, consultants, architects, engineers, laborers, or others, purchasing the required goods or services and procuring necessary insurance. The Landlord shall be responsible for all costs including attorneys' fees and the fees of other professionals, reasonably incurred by the Tenant pursuant to this Section and such costs shall be billed to the Landlord. The Landlord shall pay all such additional costs and charges within thirty (30) days after billing by the Tenant, and/or Tenant may offset such additional costs and charges against rent due.

17. Mutual Obligations.

17.1 Late Charges; Interest. If any rent or other sum is not paid when due and payable under this Ground Lease, and if such delinquency continues for a period of ten (10) days after

receipt of written notice, such sum shall bear a late charge equal to one percent (1.0%) of the amount thereof, the Parties recognizing and agreeing that such charge represents a reasonable approximation of the additional administrative costs and expenses which are likely to be incurred by the non-defaulting Party. Additionally, any judgment rendered therefor shall bear interest from the date originally due to the date of collection at the rate prescribed by law as legal interest.

17.2 Obligations to Mitigate Damages. Both the Landlord and the Tenant shall have the obligation to take reasonable steps to mitigate their damages caused by any default under this Ground Lease.

17.3 Failure to Enforce Not a Waiver. No failure by either Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Ground Lease or to exercise any right or remedy arising upon the breach thereof, and no acceptance by the Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Ground Lease to be performed or complied with by either Party and no breach thereof shall be waived, altered, or modified except by a written instrument executed by both Parties. No waiver of any breach shall affect or alter this Ground Lease, but each and every covenant, agreement, term, or condition of this Ground Lease shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

17.4 Rights Cumulative. Except as provided herein, each right and remedy of the Parties provided in this Ground Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Ground Lease or now or thereafter existing at law or in equity or by statute or otherwise (excluding, however, specific performance against the Tenant) and the exercise or beginning of the exercise by the Parties of any one or more of such rights or remedies provided for in this Ground Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Parties of any or all other such rights or remedies provided for in this Ground Lease or now or hereafter existing at law or in equity or by statute or otherwise.

18. Notices.

18.1 Addresses. All notices, demands, and requests which may or are required to be given hereunder shall be in writing, delivered by personal service, or shall be sent by facsimile or United States registered or certified mail, return receipt and signature requested, postage prepaid, to the Parties at the following numbers and addresses:

| | |
|----------------|--|
| To the Tenant: | Venture Global Calcasieu Pass, LLC c/o Venture Global LNG, LLC 2200 Pennsylvania Avenue, NW Suite 600W Washington, DC 20037 Attention: Paul Dillbeck, General Counsel |
|----------------|--|

Telephone: (202) 759-6736
Facsimile:
Email: pdillbeck@venturegloballng.com

With a copy to:

Rick J. Norman
Norman Business Law Center
145 East Street
Lake Charles, LA 70601
Telephone: (337) 436-7787
Facsimile: (337) 436-7758
Email: morman@normanblc.com

To the Landlord:

[REDACTED]

With a copy to:

[REDACTED]

or to such other numbers or addresses as either above designated recipients may from time to time designate by written notice to the other designated recipient hereto at least fifteen (15) days in advance of an effective date stated therein.

18.2 When Deemed Delivered. Notices, demands, and requests which may or shall be served in accordance with Section 18.1 shall be deemed sufficiently served or given for all purposes hereunder at the earlier of (i) the time such notice, demand, or request shall be received by the addressee, or (ii) four (4) days after posting via United States registered or certified mail, return receipt and signature requested, postage prepaid.

19. Quiet Enjoyment; Title.

19.1 Quiet Enjoyment. Landlord warrants to Tenant the peaceable enjoyment of the Project Site and warrants to Tenant that Tenant shall quietly have and enjoy the Project Site during the Initial Term, any Extended Term and any Removal Period of this Ground Lease without hindrance or molestation by the Landlord or any Person or Persons claiming by, under and/or through the Landlord. This Ground Lease shall be construed as a covenant running with the land. As long as this Ground Lease is in effect, the Landlord and any Affiliate of Landlord

shall only allow compatible use of the remainder of their property adjacent to the Project Site and will not create or allow the creation of a visual, olfactory or auditory nuisance on said remainder of their property.

19.2 Landlord's Title. The Landlord covenants, represents and warrants as a condition of this Ground Lease that: (i) it is the sole owner of good title to all of the Project Site; (ii) the Project Site is subject to no Liens, privileges, encumbrances, defects in title, servitudes, easements, restrictions, dedications, leases, mineral leases, reservations or other exceptions to title; (iii) during the term hereof it shall not encumber the Project Site; (iv) it is authorized to make this Ground Lease for the term hereof; (v) the provisions of this Ground Lease do not and will not conflict with or violate any of the provisions of existing agreements between the Landlord and any third party; and (vi) the Landlord will deliver the Project Site free of all tenants and occupants and claims thereto. The Landlord has furnished to the Tenant's counsel a complete and up-to-date abstract of title at the Landlord's sole expense, prior to the execution of this Ground Lease.

20. Eminent Domain.

20.1 Complete Condemnation. If, during the term hereof, the whole of the Project Site shall be taken under the power of eminent domain (or in lieu of a taking by a person or entity authorized to exercise such power, condemnation or taking, or under threat of exercise of such power, condemnation or taking) by any public or private authority, then this Ground Lease and the term hereof shall cease and terminate as of the date of such taking; provided that the Tenant shall share in the condemnation award as provided herein. The Tenant may continue to occupy the Project Site, subject to the terms of this Ground Lease, for all or such part of the period between the date of such taking and the date when possession of the Project Site shall be taken by the taking authority, and any unearned rent or other charges, if any, paid in advance, shall be refunded to the Tenant. If required, the Tenant shall procure from the applicable Governmental Authority, at the Tenant's sole cost and expense, all necessary consents and authorizations to continue to occupy the Project Site from and after the date of such taking.

20.2 Partial Condemnation. If, during the term hereof, any public or private authority shall, under the power of eminent domain (or in lieu of a taking by a person or entity authorized to exercise such power, condemnation or taking, or under threat of exercise of such power, condemnation or taking), makes a taking resulting in the reduction of the surface area of the Project Site by fifteen percent (15%) or more, or of fifteen percent (15%) or more of the value of the Improvements or the Landlord's Improvements, or resulting in material interference to the Tenant's Project or the Tenant's ability to use in a commercially reasonable manner the remainder of the Project Site or Improvements or Landlord's Improvements for the purposes contemplated hereby, then the Tenant may, at its election, terminate this Ground Lease by giving the Landlord notice of the exercise of its election within one-hundred twenty (120) days of the date of notice to the Tenant of such taking. In the event of termination by the Tenant under this Section 20.2, the term hereof shall cease and terminate as of the last day of the calendar month in which such notice of exercise of its election to terminate has been given, and any unearned rent or other charges, if any, paid in advance, shall be refunded to the Tenant, and the Tenant shall share in the condemnation award as provided herein.

20.3 Rent Adjustment. In the event that the Tenant does not elect to terminate this Ground Lease pursuant to Section 20.2, then this Ground Lease and the term hereof shall continue in full force and effect, and the monthly rent shall be adjusted pro-rata in accordance with the land area of the property actually taken by the condemning authority.

20.4 Allocation of Award. Subject to Section 23.8, in the event of a complete taking pursuant to Section 20.1, the Tenant will be entitled to receive the portion of the condemnation award (or settlement) attributable to (i) the value of the Facility and Improvements and Landlord's Improvements, and fixtures and other property located on the Project Site so taken, plus (ii) without duplication with clause (i) above, the value of the leasehold estate and leasehold advantage in the portion of the Project Site so taken, plus (iii) other compensation or benefits paid as a consequence of the interruption of the Tenant's business and the other costs and expenses incurred by the Tenant as a consequence of such taking (if any such compensation or benefits are paid by the applicable taking authority) and the Landlord shall be entitled to recover that portion of the condemnation award (or settlement) fairly attributable to the value of the land taken. In the event Tenant's Property, the Improvements or the Facility are not taken, the Tenant shall not be entitled to any portion of the award, and in the event no Landlord's Property is taken, the Landlord shall not be entitled to any portion of the award, unless the Tenant elects to terminate this Ground Lease pursuant to Section 20.2, in which event the award or settlement shall be allocated as provided in the next sentence. In the event of a partial taking of the Improvements, Tenant's Property and/or Facility not resulting in a termination of this Ground Lease pursuant to Section 20.2, the entire award or settlement shall be paid to the Tenant. In the event of a partial taking of the Project Site, the Tenant will be entitled to receive the portion of the award attributable to (i) the value of the portion of the Facility, Improvements and Tenant's Property located in the portion of the Project Site so taken, plus (ii) without duplication with clause (i) above, the value of the leasehold estate and leasehold advantage in the portion of the Project Site so taken, plus (iii) damage to the remaining Facility, and the Tenant will promptly restore the remaining portion of the Facility to the extent of the award payable to the Tenant. Nothing contained herein shall prohibit the Tenant's claiming relocation damages or damages for lost profits or loss of leasehold advantage against the taking authority in any appropriate proceeding.

21. Temporary Taking or Other Deprivation.

If, during the term hereof, (i) less than all of the Landlord's title to all or any portion of the Project Site is taken for temporary use or occupancy, or (ii) any public or private authority takes any action not resulting in a taking of all or any portion of the Project Site but resulting in a right to compensation therefor, such as changing of the grade of any street upon which the Project Site abuts, then, except as otherwise provided in Section 20, the Tenant shall be entitled to make claim for, recover, and retain all awards, whether pursuant to judgment, agreement, or otherwise, recoverable in connection therewith.

22. Force Majeure.

Provided that notice is given within sixty (60) days of an occurrence of an event of Force Majeure by the Party seeking to invoke and utilize the provisions of this Section, either Party hereto shall be excused from performing any of its respective obligations or undertakings provided in this Ground Lease for so long as the performance of such obligations is prevented or significantly delayed, retarded or hindered by any event of Force Majeure, provided that an event of Force Majeure shall not excuse any party from making any payment of money required under this Ground Lease. Should an event of Force Majeure persist for over three hundred and sixty (360) continuous days, Tenant shall have the right but not the obligation to terminate this Ground Lease.

23. Leasehold Mortgage Provisions.

The provisions of this Section 23 shall supersede any contrary or inconsistent provisions in this Ground Lease and in the event of any inconsistency or conflict between the provisions of this Section 23 and any other provision of this Ground Lease, the provisions of this Section shall govern and control.

23.1 Tenant's Right to Mortgage Leasehold Interest; Recognition of Leasehold Lender as Leasehold Mortgagee. Tenant shall have the absolute right (but not the obligation), without seeking the consent or approval of Landlord, to grant one or more leasehold mortgages encumbering Tenant's interest in the Project Site and in this Ground Lease. The term "Leasehold Lender" shall mean, at any point in time, the holder of a Leasehold Mortgage that provides written notice to Landlord of its status as such. The term "Leasehold Mortgage" shall mean, at any point in time, a leasehold mortgage to secure debt or other equivalent instruments ("Leasehold Loan") as the case may be (as the same may be amended from time to time), encumbering Tenant's interest in the Project Site and this Ground Lease. It is acknowledged and agreed that, during the term of this Ground Lease, there may be multiple Leasehold Mortgages and multiple Leasehold Lenders and that each Leasehold Lender may, from time to time, assign its right, title and interest in and to the Leasehold Loan, Leasehold Mortgage and this Ground Lease. During the term of this Ground Lease, Tenant shall provide Landlord with written notice of the identity, contact information and address for each Leasehold Lender, such notice to be provided to Landlord by Tenant within no less than a calendar year within which Tenant becomes aware of any such Leasehold Lender, whether by the issuance of a Leasehold Mortgage to such Leasehold Lender or name change, assignment, merger or otherwise.

23.2 Right to Perform for Tenant; Right to Cure.

(a) In addition to the rights provided in Section 23.1, Landlord acknowledges and agrees that any Leasehold Lender shall have the right to perform any term, covenant, condition or agreement to be performed by Tenant under this Ground Lease, and Landlord shall accept such performance by Leasehold Lender with the same force and effect as if furnished by Tenant. In the event of a default by Tenant under this Ground Lease and prior to any termination of this Ground Lease by Landlord, Landlord acknowledges and agrees that Landlord shall provide Leasehold Lender with notice of the same and Leasehold Lender shall have the right (but not the obligation) to commence to cure such default within the same period of time as Tenant has under this Lease, plus an additional sixty (60) days. Landlord agrees that Landlord shall not

terminate this Ground Lease in connection with any such default so long as Leasehold Lender has cured or commenced to cure and continues diligently to cure in accordance with the foregoing.

(b) If any default in the performance of an obligation of Tenant under this Ground Lease is not susceptible to being cured by Leasehold Lender, Landlord shall have no right to terminate this Ground Lease with respect to such default and such default shall be deemed waived for the benefit of Leasehold Lender only, provided that:

(i) Leasehold Lender shall have commenced to cure (i) any other non-payment default of Tenant that is susceptible to being cured by Leasehold Lender and (ii) any default in the payment of any portion of Rent, in each case, within the time periods prescribed under Section 23.2(a), above;

(ii) Leasehold Lender (or its designee) shall have commenced to acquire Tenant's interest in this Ground Lease and the Project Site or to commence foreclosure or other appropriate proceedings under the Leasehold Mortgage within the time periods prescribed under Section 23.2(a);

(iii) if Leasehold Lender (or its designee) shall acquire Tenant's interest in this Ground Lease and/or the Project Site, Leasehold Lender (or its designee) shall, without prejudice to Section 23.5, (A) commence to cure and continue diligently to cure all non-payment defaults that are susceptible to being cured by Leasehold Lender with commercially reasonable diligence, (B) cure any payment default in respect of any portion of Rent and (C) perform and observe all other agreements, covenants and conditions which are to be performed or observed by Tenant under this Lease after the date of such acquisition; and

(iv) if any third party shall, by foreclosure or *dation en paiement* under the Leasehold Mortgage or by assignment or other transfer from Leasehold Lender, acquire Tenant's interest in and to the Project Site under this Ground Lease, such third party shall, without prejudice to Section 23.5, (A) commence to cure and continue diligently to cure all non-payment defaults that are susceptible to being cured by a third party with commercially reasonable diligence, (B) cure any payment default in respect of any portion of Rent and (C) perform and observe all other agreements, covenants and conditions which are to be performed or observed by Tenant under this Lease after the date of such acquisition.

However, if Tenant is in default beyond applicable notice and cure periods under this Ground Lease and Leasehold Lender fails to act under Section 23.2 above within the applicable time periods set forth in Section 23.2, then notwithstanding any provision in this Section 23 to the contrary, Landlord may exercise any right to terminate this Ground Lease that Landlord may have under Section 15 above.

23.3 No Modification Without Leasehold Lender's Consent. Neither Landlord nor Tenant will amend, modify, cancel or surrender this Ground Lease without Leasehold Lender's prior written consent, and any such action taken without Leasehold Lender's consent shall not be binding on Tenant or Leasehold Lender or their respective successors and assigns (and this

Ground Lease shall be interpreted as if such action was not taken), provided, however, that if Tenant is in default beyond applicable notice and cure periods under this Ground Lease and Leasehold Lender fails to act under Section 23.2 above within the applicable time periods set forth in Section 23.2, then Leasehold Lender's prior written consent shall not be required for Landlord to exercise any right to terminate this Ground Lease that Landlord may have under Section 15 above.

23.4 Delivery of Notices. Landlord shall simultaneously deliver to Leasehold Lender copies of all notices, statements, information and communications delivered or required to be delivered to Tenant pursuant to this Ground Lease, including, without limitation, any notice of any default by Tenant. In addition, Landlord shall promptly notify Leasehold Lender in writing of any failure by Tenant to perform any of Tenant's obligations under this Ground Lease. No notice, statement, information or communication given by Landlord to Tenant shall be binding or affect Tenant or Leasehold Lender or their respective successors and assigns unless a copy of the same shall have simultaneously been delivered to Leasehold Lender in accordance with this Section 23.4. All notices to Leasehold Lender shall be addressed to any Leasehold Lender at any address that such Leasehold Lender shall provide in writing to Landlord and Tenant, and shall be delivered in a manner permitted under (and shall be deemed delivered in accordance with) Section 18. Notwithstanding anything to the contrary in this Ground Lease, Landlord shall not exercise any remedies related to Tenant's default hereunder until (i) Landlord has delivered notice of such default to Leasehold Lender pursuant to this Section 23.4 and (ii) all applicable cure commencement periods following the delivery of such notice have expired.

23.5 Leasehold Lender Not Obligated Under Lease; Permitted Transfers. The granting of the Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Ground Lease or the Project Site to Leasehold Lender, nor shall Leasehold Lender, in its capacity as the holder of the Leasehold Mortgage, be deemed to be an assignee or transferee of this Ground Lease or of Tenant's interests in the Project Site thereby created so as to require Leasehold Lender, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed thereunder. In no event shall any act or omission of Leasehold Lender (including, without limitation, the acquisition of Tenant's interest in this Ground Lease and the Project Site created thereby in a transaction described in this Section 23 or the taking of possession of the Property or improvements thereon through a receiver or other means) require Leasehold Lender to assume, or cause Leasehold Lender to be deemed to have assumed, any obligation or liability of Tenant under this Ground Lease, and Leasehold Lender shall have no personal liability to Landlord for Tenant's failure to so perform and observe any agreement, covenant or condition of Tenant under this Ground Lease, it being expressly understood and agreed that, in the event of any such failure of Tenant to perform, Landlord's sole and exclusive remedy with respect to Leasehold Lender shall be to terminate this Ground Lease without any recourse or claim for damages against Leasehold Lender, provided that this Section 23.5 shall not relieve Leasehold Lender of the requirements under Section 23.2(b)(iii) in the event that Leasehold Lender has elected to acquire Tenant's interests in this Lease and/or the Project Site.

23.6 Permitted Transfers. Notwithstanding the provisions of Section 23.5, but for the avoidance of doubt while reserving Landlord's right to terminate this Ground Lease pursuant to

Section 23.2, the purchaser at any sale of this Ground Lease and the interests in and to the Project Site thereby created in any proceedings for the foreclosure of the Leasehold Mortgage (including, without limitation, power of sale), or the assignee or transferee of this Ground Lease and the interests in and to the Project Site thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Leasehold Lender or any third party) shall be deemed to be a permitted assignee or transferee under this Ground Lease without the need to obtain Landlord's consent and Landlord shall recognize such assignee or transferee as the successor-in-interest to Tenant for all purposes under this Ground Lease, and such purchaser, assignee or transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed under this Ground Lease from and after the date of such purchase and/or assignment, but only for so long as such purchaser or assignee is the owner of the Tenant's interest in, to and under this Ground Lease and the Tenant's interests in and to the Project Site thereby created.

23.7 No Termination for Casualty. So long as the indebtedness, or any part of the indebtedness, secured by the Leasehold Mortgage remains outstanding and unpaid, and the Leasehold Mortgage remains of record, Landlord and Tenant agree that this Ground Lease shall not terminate or be cancelled at any time upon the damage or destruction by fire or other casualty of all, substantially all, or any part of the Project Site or the Tenant's Facility. Rent shall continue to be due and payable as set forth in this Ground Lease.

23.8 Expropriation and Expropriation Proceeds. So long as the indebtedness, or any part of the indebtedness, secured by the Leasehold Mortgage remains outstanding and unpaid, and the Leasehold Mortgage remains of record, Landlord and Tenant agree that: (i) this Ground Lease shall not terminate or be canceled upon a taking or expropriation pursuant to an eminent domain proceeding of all, substantially all, or any part of the Property without Leasehold Lender's consent or unless required by law; (ii) any and all awards for any taking or expropriation of the Facility and/or Tenant's interest in, under and to this Ground Lease which otherwise belong to Tenant shall be payable to Leasehold Lender, to be disbursed as follows: (A) first, to Leasehold Lender for the value of the interests in and to the Project Site created by this Ground Lease and the value of the leasehold improvements located on the Project Site, up to an amount equaling the outstanding principal balance of any loan secured by the Leasehold Mortgage, and any interest accrued thereon, and (B) second, to Landlord and Tenant in accordance with this Ground Lease; and (iii) Leasehold Lender shall have the right to apply the expropriation proceeds payable to Leasehold Lender hereunder in accordance with the terms of the Leasehold Mortgage (or other applicable loan documents) and shall be entitled at Leasehold Lender's option to participate in any compromise, settlement or adjustment with respect to the claim for damages paid by the expropriating authority for the taking or expropriation of the Facility and/or Tenant's interest in, under and to this Ground Lease; provided that this Section 23.8 does not derogate Landlord's right to terminate this Ground Lease pursuant to Section 23.2. Landlord reserves any rights it may have under applicable law to seek from the expropriating authority an award for a taking of Landlord's interests in, under and to this Ground Lease. In the event of a taking of a portion of the Property, the Rent shall be reduced pro rata based upon the portion of the Property taken. Landlord agrees that, to the extent permitted by law, Landlord waives and forebears the use of any of its power of expropriation that would impair Tenant's interest in, under and to this Ground Lease or the performance of this Ground Lease.

23.9 New Direct Lease.

(a) If this Ground Lease is canceled or terminated for any reason (except in connection with a Bankruptcy Proceeding, for which the provisions of Section 23.10 below are hereby agreed upon by Landlord and Tenant), and provided that Leasehold Lender has (i) commenced to cure and continues diligently to cure all non-payment defaults that are susceptible to being cured by Leasehold Lender with commercially reasonable diligence, and (ii) cured any payment default in respect of any portion of Rent, Landlord hereby agrees that Landlord shall, upon Leasehold Lender's written election within one hundred twenty (120) days of such cancellation or termination, promptly enter in a new, direct lease with Leasehold Lender (or its nominee or any other party which Leasehold Lender may designate, including without limitation, Tenant) with respect to the Property on the same terms and conditions as this Ground Lease (a "New Lease"), it being the intention of the parties to preserve this Ground Lease and the interests in and to the Project Site created by this Ground Lease for the benefit of Leasehold Lender without interruption. Said New Lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of the New Lease and shall be free of any and all rights of Tenant under this Lease.

(b) Tenant and Landlord acknowledge and agree that Leasehold Lender shall have the right to encumber such direct New Lease and the estate created thereby with a deed of trust or a mortgage (as the case may be) on the same terms and with the same lien priority as the Leasehold Mortgage, it being the intention of the parties to preserve the priority of the Leasehold Mortgage, this Ground Lease and the interests in and to the Project Site created by this Ground Lease for the benefit of Leasehold Lender without interruption. If this Ground Lease is rejected, cancelled or terminated for any reason and Leasehold Lender, its nominee or a designee of Leasehold Lender enters into a direct lease with Landlord with respect to the Property, Landlord hereby agrees that it will execute such documents as Leasehold Lender may require in order to ensure that the new direct lease provides for customary leasehold mortgagee protections, including without limitation, protections similar to those contained herein.

23.10 Bankruptcy. In the event of a proceeding under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect (a "Bankruptcy Proceeding"):

(a) If this Ground Lease is rejected in connection with a Bankruptcy Proceeding by Tenant or a trustee in bankruptcy (or other party to such proceeding) for Tenant, such rejection shall be deemed an assignment by Tenant to the Leasehold Lender of the Property and all of Tenant's interest under this Ground Lease, and this Ground Lease shall not terminate and the Leasehold Lender shall have all rights and obligations of the Tenant as if such Bankruptcy Proceeding had not occurred, unless Leasehold Lender shall reject such deemed assignment by notice in writing to Landlord within thirty (30) days following rejection of this Ground Lease by Tenant or Tenant's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Ground Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Tenant or the trustee in connection with any such proceeding, the rights of Leasehold Lender to a New Lease from Landlord pursuant to Section 23.9 hereof shall not be affected thereby.

(b) In the event of a Bankruptcy Proceeding against Landlord:

(i) If the bankruptcy trustee, Landlord (as debtor-in-possession) or any party to such Bankruptcy Proceeding seeks to reject this Ground Lease pursuant to United States Bankruptcy Code §365(h)(1), Tenant shall not have the right to treat this Ground Lease as terminated except with the prior written consent of Leasehold Lender and the right to treat this Ground Lease as terminated in such event shall be deemed assigned to Leasehold Lender, whether or not specifically set forth in the Leasehold Mortgage, so that the concurrence in writing of Tenant and the Leasehold Lender shall be required as a condition to treating this Ground Lease as terminated in connection with such Bankruptcy Proceeding.

(ii) Unless this Ground Lease is treated as terminated in accordance with Section 23.10(b)(i) above, then this Ground Lease shall continue in effect upon all the terms and conditions set forth herein, including rent, but excluding requirements that are not then applicable or pertinent to the remainder of the term of this Ground Lease. Thereafter, Tenant or its successors and assigns shall be entitled to any offsets against rent payable hereunder for any damages arising from such bankruptcy, to the extent Tenant's operation of business has been materially interfered with, and any such offset properly made shall not be deemed a default under this Ground Lease. The lien of the Leasehold Mortgage shall extend to the continuing possessory rights of Tenant following such rejection with the same priority as it would have enjoyed had such rejection not taken place.

23.11 Estoppel Certificates.

(a) Upon Leasehold Lender's or Tenant's written request, Landlord shall provide Leasehold Lender or Tenant with an estoppel certificate which shall certify to such requesting Leasehold Lender or Tenant (i) as to the amount and status of all rent payments under this Ground Lease, (ii) as to the non-satisfaction or non-compliance by Tenant of any other conditions under this Ground Lease, or alternatively, as to the full satisfaction and compliance by Tenant of any other conditions required under this Ground Lease, (iii) as to any existing default of Tenant under the Ground Lease, or alternatively that Tenant is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by Tenant thereunder, (iv) setting forth any offsets or counterclaims on the part of Landlord or alternatively that there are no offsets or counterclaims on the part of Landlord, and (v) as to such other matters related to this Ground Lease as Leasehold Lender may reasonably determine from time to time.

(b) Upon Leasehold Lender's or Landlord's written request, Tenant shall provide Leasehold Lender with an estoppel certificate which shall certify to such requesting Leasehold Lender (i) as to the amount and status of all rent payments under this Ground Lease, (ii) as to the non-satisfaction or non-compliance by Landlord of any other conditions under this Ground Lease, or alternatively, as to the full satisfaction and compliance by Landlord of any other conditions required under this Ground Lease, (iii) as to any existing default of Landlord under the Ground Lease, or alternatively that Landlord is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by

Landlord thereunder, (iv) setting forth any offsets or counterclaims on the part of Landlord or alternatively that there are no offsets or counterclaims on the part of Tenant, and (v) as to such other matters related to this Ground Lease as such Leasehold Lender may reasonably determine from time to time.

23.12 No Merger. There shall be no merger of this Ground Lease or any interest in this Ground Lease or of the interests in and to the Project Site created thereby with the fee estate in the Project Site, by reason of the fact that this Ground Lease or such interest therein, may be directly or indirectly held by or for the account of any person who shall hold any interest in the fee estate in the Project Site, nor shall there be such a merger by reason of the fact that all or any part of the interests in and to the Project Site created by this Ground Lease may be conveyed or mortgaged in a leasehold mortgage, deed of trust, deed to secure debt or other equivalent instrument (as the case may be) to a mortgagee or beneficiary who shall hold any interest in the fee estate in the Project Site or any interest of Landlord under this Ground Lease.

23.13 Landlord's Recognition of Tenant. Landlord hereby recognizes Tenant as the current tenant party to this Ground Lease and acknowledges and agrees that Tenant acquired its interest in this Ground Lease and in and to the Project Site in accordance with the terms of this Ground Lease.

23.14 Agreement to Amend. Landlord recognizes the importance of Tenant's ability to obtain Leasehold Mortgages, and that the provisions of this Ground Lease may be subject to the approval of a Leasehold Lender. If any Leasehold Lender should require, as a condition to such financing, any reasonable modifications of this Ground Lease, whether for purposes of clarifying the provisions of this Ground Lease or to include provisions then customary for leasehold financing transactions, Landlord agrees to execute the appropriate amendments to this Ground Lease; provided, however, that no such modification shall, to the detriment of Landlord, impair any of Landlord's rights, as reasonably determined by Landlord or increase any of Landlord's obligations, as reasonably determined by Landlord, under this Ground Lease.

23.15 Third-Party Beneficiary. Notwithstanding anything to the contrary in this Ground Lease, each Leasehold Lender shall be a third-party beneficiary solely and exclusively with respect to the provisions of this Section 23. There are no other third-party beneficiaries to this Ground Lease.

23.16 Subordination of Landlord's Lien. Landlord hereby subordinates any lien or privilege it may have on any movables found from time to time in or upon the Project Site, including without limitation, Landlord's privileges pursuant to La. Civil Code articles 2707, et seq., to any Leasehold Lender's rights under this Section 23 and the lien of any Leasehold Mortgage.

23.17 No Waiver. Neither acceptance of rent by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant, whether singular or repetitive, shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right pertaining to any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. No act or thing done by Landlord

or Landlord's agents shall be deemed to be acceptance of surrender of the Project Site and no agreement to accept a surrender of the Project Site shall be valid unless it is in writing and signed by Landlord.

24. Miscellaneous.

24.1 Time is of the Essence. Time is of the essence of each and all of the terms, conditions and provisions of this Ground Lease.

24.2 (This section intentionally left blank)

24.3 Successors. The covenants, agreements, terms, provisions, and conditions contained in this Ground Lease shall apply to and inure to the benefit of and be binding upon the Landlord and the Tenant and their permitted successors and assigns, except as expressly otherwise herein provided, and shall be deemed covenants running with the respective interests of the Parties hereto.

24.4 Surviving Covenants. Each provision of this Ground Lease which may require performance in any respect by or on behalf of either the Tenant or the Landlord after the expiration of the term hereof or its earlier termination shall survive such expiration or earlier termination.

24.5 Provisions Deemed Conditions and Covenants. All of the provisions of this Ground Lease shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used to describe each separate provision hereof.

24.6 Headings. The headings and section captions in this Ground Lease are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Ground Lease or in any way affect this Ground Lease as to matters of interpretation or otherwise. Unless the context shall otherwise require, references in the Ground Lease to sections, articles and exhibits shall mean and refer to sections, articles and exhibits, respectively, in this Ground Lease.

24.7 No Oral Change or Termination. This Ground Lease and the exhibits appended hereto and incorporated herein by reference contain the entire agreement between the Parties hereto with respect to the subject matter hereof, supersede any prior agreements or understandings between the Parties with respect to the subject matter hereof, and no change, modification, or discharge hereof in whole or in part shall be effective unless such change, modification, or discharge is in writing and signed by the Party against whom enforcement of the change, modification, or discharge is sought. This Ground Lease cannot be changed or terminated orally.

24.8 Governing Law; Severability. This Ground Lease shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Ground Lease or the application thereof to any Person or circumstance shall, to any extent, be

held to be invalid or unenforceable, the remaining provisions of this Ground Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

24.9 Counterparts. This Ground Lease may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute but a single document.

24.10 Litigation. In case of any litigation between the Parties hereto regarding the subject matter hereof, the losing Party shall pay all reasonable costs and expenses (including reasonable attorneys' fees) of the prevailing Party. The venue of any litigation shall be solely in Calcasieu Parish.

24.11 Gender of Words. Words of any gender in this Ground Lease shall be held to include masculine or feminine and words denoting a singular number shall be held to include the plural, and plural shall include the singular, whenever the sense requires.

24.12 Authority. Each the Landlord and Tenant represents and warrants that it has the authority to enter into this Ground Lease, that, when executed, this Ground Lease shall be binding and enforceable in accordance with its terms.

24.13 Brokers and/or Real Estate Agents. Except with respect to the participation of [REDACTED] in assisting the Tenant and Landlord to structure this transaction, the Landlord and Tenant represent, acknowledge and agree that Tenant and Landlord each is not represented by any other real estate broker/agent and that each of Tenant and Landlord, except as provided below, is not responsible for payment of any other commissions to any real estate brokers/agents in connection with this Ground Lease. Tenant has previously paid to [REDACTED] commissions under the Option Agreement. The Landlord agrees that it is responsible for payment of any and all commissions owed to [REDACTED] pursuant to this Ground Lease, which shall be the sum of (a) four percent (4%) of the Initial Parcels Rent *plus* (b) two percent (2%) of the Subsequent Parcel Rent, for the Term and any Extended Term of this Ground Lease, commencing on the Ground Lease Commencement Date.

24.14 Legal Relationships; Product of the Parties. This Ground Lease shall not be interpreted or construed as establishing a partnership or joint venture between the Landlord and the Tenant and neither Party shall have the right to make any representations or be liable for the debts or obligations of the other. There is no third party beneficiary of this Ground Lease, except as provided in Section 23.15 and any rights of a Mortgagee as provided herein. This Ground Lease is the product of the Parties joint negotiation and equal drafting thereof. The language of this Ground Lease shall be construed as a whole according to its fair meaning and not construed strictly for or against any of the Parties pursuant to any statute, case law or rule of interpretation or construction to the contrary.

24.15 Settlement Funds. Landlord and Tenant acknowledge that Landlord has a claim for property damages submitted to the Claims Administrator's office of the BP Oil Spill/Deepwater Horizon Class Action Settlement, which allows for recovery of damages to coastal property. The recovery on any damage award from the Class Action Settlement is reserved solely for the benefit of the Landlord. Landlord and Tenant further agree that any similar claims, which may exist for damage to the Project Site, exclusive of any improvements of the Tenant, shall also be reserved to the sole benefit of the Landlord. Similar claims which may exist for damage to Tenant improvements and/or operations shall be reserved to the sole benefit of Tenant.

24.16 Memorandum of Lease. The Parties hereto agree to execute and cause to be properly recorded a memorandum of this Ground Lease, sufficient in form and content to give third parties constructive notice of the Tenant's interest hereunder; and thus, any existing or hereafter filed liens, mortgages, conveyances, encumbrances, easements, and servitudes shall be subordinate to this Ground Lease.

[Remainder of page left intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the undersigned Parties have executed this Ground Lease as of the date first above written.

LANDLORD:

WITNESS

By: _____
Name: _____
Title: _____

WITNESS

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, duly commissioned and qualified in and for the County/Parish of _____ and State of _____, personally came and appeared _____, who, after being sworn by me, did execute this agreement on the ____ day of _____, 201_ at _____, State of _____.

NOTARY PUBLIC

TENANT:

**VENTURE GLOBAL CALCASIEU PASS,
LLC**

WITNESS

By: _____
Name: _____
Title: _____

WITNESS

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, duly commissioned and qualified in and for the County/Parish of _____ and State of _____, personally came and appeared _____, who, after being sworn by me, did execute this agreement on the ____ day of _____, 201_ at _____, State of _____.

NOTARY PUBLIC

LIST OF EXHIBITS

- Exhibit 1-A Legal Description of Project Site
- Exhibit 1-B Project Site Survey
- Exhibit 2-A Project and Facility Description
- Exhibit 2-B General Arrangement/Schematic of Facility
- Exhibit 3 Tenant's Corporate Resolution
- Exhibit 4 Landlord's Corporate Resolution

EXHIBIT 1-A

LEGAL DESCRIPTION OF THE PROJECT SITE

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°34'10"W., A DISTANCE OF 1,158.58 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT; THENCE S.71°00'02"W., A DISTANCE OF 69.44 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN 93 ACRE PARCEL AS PER BOUNDARY AGREEMENT BETWEEN THE STATE OF LOUISIANA AND JOHN HENRY LEBLEU ET AL., RECORDED ON 10TH OF DECEMBER 1986 AND BEARING FILE NUMBER 202472 IN THE CONVEYANCE RECORDS OF CAMERON PARISH, LOUISIANA; THENCE S.01°00'00"W., A DISTANCE OF 940.66 FEET ALONG THE EAST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.75°07'54"W., A DISTANCE OF 109.03 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.85°59'22"W., A DISTANCE OF 190.44 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.80°39'48"W., A DISTANCE OF 97.89 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.68°21'17"W., A DISTANCE OF 274.12 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.71°50'35"W., A DISTANCE OF 301.52 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.63°25'56"W., A DISTANCE OF 134.62 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE S.72°39'29"W., A DISTANCE OF 1,634.38 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.73°39'39"W., A DISTANCE OF 752.41 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.73°39'39"W., A DISTANCE OF 26.47 FEET ALONG THE SOUTH LINE OF SAID BOUNDARY AGREEMENT; THENCE N.07°12'01"W., A DISTANCE OF 619.77 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.51°02'01"E., A DISTANCE OF 280.55 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.20°41'46"E., A DISTANCE OF 184.20 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE N.05°30'01"W., A DISTANCE OF 37.91 FEET ALONG SAID BANK LINE; THENCE N.05°30'01"W., A DISTANCE OF 412.09 FEET ALONG THE WEST LINE OF SAID BOUNDARY AGREEMENT; THENCE S.89°59'58"E., A DISTANCE OF 210.94 FEET ALONG THE NORTH LINE OF SAID BOUNDARY AGREEMENT TO A POINT ALONG THE LEFT DESCENDING BANK LINE OF THE CALCASIEU RIVER SHIP CHANNEL; THENCE N.11°18'36"W., A DISTANCE OF 16.68 FEET ALONG SAID BANK LINE; THENCE N.23°11'55"W., A DISTANCE OF 21.45 FEET ALONG SAID BANK LINE; THENCE N.34°22'49"W., A DISTANCE OF 16.21 FEET ALONG SAID BANK LINE; THENCE N.20°25'13"W., A DISTANCE OF 20.19 FEET ALONG SAID BANK LINE; THENCE N.12°43'28"W., A DISTANCE OF 22.38 FEET ALONG SAID BANK LINE; THENCE N.42°57'17"E., A DISTANCE OF 27.91 FEET ALONG SAID BANK LINE; THENCE N.25°20'46"E., A DISTANCE OF 14.81 FEET ALONG SAID BANK LINE; THENCE N.26°33'54"W., A DISTANCE OF 9.45 FEET ALONG SAID BANK LINE; THENCE N.57°43'28"W., A DISTANCE OF 15.83 FEET ALONG SAID BANK LINE; THENCE N.63°26'06"W., A DISTANCE OF 15.75 FEET ALONG SAID BANK LINE; THENCE N.12°43'28"W., A DISTANCE OF 22.38 FEET ALONG SAID BANK LINE; THENCE N.11°02'27"W., A DISTANCE OF 29.42 FEET ALONG SAID BANK LINE; THENCE N.15°22'35"E., A DISTANCE OF 29.22 FEET ALONG SAID BANK LINE; THENCE N.10°37'11"E., A DISTANCE OF 11.46 FEET

ALONG SAID BANK LINE; THENCE N.32°37'09"E., A DISTANCE OF 20.90 FEET ALONG SAID BANK LINE; THENCE N.22°55'56"E., A DISTANCE OF 19.88 FEET ALONG SAID BANK LINE; THENCE N.11°46'06"E., A DISTANCE OF 17.27 FEET ALONG SAID BANK LINE; THENCE N.23°57'45"W., A DISTANCE OF 13.87 FEET ALONG SAID BANK LINE; THENCE N.12°31'44"W., A DISTANCE OF 19.48 FEET ALONG SAID BANK LINE; THENCE N.16°19'43"E., A DISTANCE OF 43.02 FEET ALONG SAID BANK LINE; THENCE N.05°18'52"E., A DISTANCE OF 19.01 FEET ALONG SAID BANK LINE; THENCE N.12°25'33"E., A DISTANCE OF 26.59 FEET ALONG SAID BANK LINE; THENCE N.22°59'19"E., A DISTANCE OF 15.78 FEET ALONG SAID BANK LINE; THENCE N.18°53'10"W., A DISTANCE OF 17.68 FEET ALONG SAID BANK LINE; THENCE N.01°41'05"W., A DISTANCE OF 14.97 FEET ALONG SAID BANK LINE; THENCE N.06°06'56"E., A DISTANCE OF 12.40 FEET ALONG SAID BANK LINE; THENCE N.18°26'06"E., A DISTANCE OF 9.74 FEET ALONG SAID BANK LINE; THENCE N.12°05'41"E., A DISTANCE OF 18.91 FEET ALONG SAID BANK LINE; THENCE N.05°06'08"W., A DISTANCE OF 24.75 FEET ALONG SAID BANK LINE; THENCE N.23°53'11"W., A DISTANCE OF 33.70 FEET ALONG SAID BANK LINE; THENCE N.12°52'43"W., A DISTANCE OF 23.78 FEET ALONG SAID BANK LINE; THENCE N.21°02'15"E., A DISTANCE OF 12.26 FEET ALONG SAID BANK LINE; THENCE N.01°25'56"E., A DISTANCE OF 17.61 FEET ALONG SAID BANK LINE; THENCE N.36°52'12"W., A DISTANCE OF 6.60 FEET ALONG SAID BANK LINE; THENCE N.50°00'47"W., A DISTANCE OF 17.81 FEET ALONG SAID BANK LINE; THENCE N.05°42'38"W., A DISTANCE OF 13.27 FEET ALONG SAID BANK LINE; THENCE N.07°18'21"E., A DISTANCE OF 17.31 FEET ALONG SAID BANK LINE; THENCE N.29°03'17"E., A DISTANCE OF 18.13 FEET ALONG SAID BANK LINE; THENCE N.00°00'00"E., A DISTANCE OF 22.45 FEET ALONG SAID BANK LINE; THENCE N.01°35'28"E., A DISTANCE OF 31.70 FEET ALONG SAID BANK LINE; THENCE N.26°30'51"W., A DISTANCE OF 16.66 FEET ALONG SAID BANK LINE; THENCE N.02°07'16"W., A DISTANCE OF 14.87 FEET ALONG SAID BANK LINE; THENCE N.20°33'22"W., A DISTANCE OF 7.05 FEET ALONG SAID BANK LINE; THENCE N.05°56'49"E., A DISTANCE OF 13.28 FEET ALONG SAID BANK LINE; THENCE N.00°44'39"E., A DISTANCE OF 21.18 FEET ALONG SAID BANK LINE; THENCE N.30°37'45"W., A DISTANCE OF 10.27 FEET ALONG SAID BANK LINE; THENCE N.23°37'46"W., A DISTANCE OF 12.30 FEET ALONG SAID BANK LINE; THENCE N.05°42'38"W., A DISTANCE OF 14.16 FEET ALONG SAID BANK LINE; THENCE N.22°09'59"E., A DISTANCE OF 20.53 FEET ALONG SAID BANK LINE; THENCE N.14°25'15"E., A DISTANCE OF 25.45 FEET ALONG SAID BANK LINE; THENCE N.00°36'17"E., A DISTANCE OF 80.08 FEET ALONG SAID BANK LINE; THENCE N.07°07'30"E., A DISTANCE OF 27.25 FEET ALONG SAID BANK LINE; THENCE N.20°51'16"E., A DISTANCE OF 25.32 FEET ALONG SAID BANK LINE; THENCE N.22°42'52"E., A DISTANCE OF 52.53 FEET ALONG SAID BANK LINE; THENCE N.17°49'08"E., A DISTANCE OF 66.28 FEET ALONG SAID BANK LINE; THENCE N.22°33'26"E., A DISTANCE OF 79.31 FEET ALONG SAID BANK LINE; THENCE N.27°33'27"E., A DISTANCE OF 26.18 FEET ALONG SAID BANK LINE; THENCE N.24°34'02"E., A DISTANCE OF 54.21 FEET ALONG SAID BANK LINE; THENCE N.05°07'02"E., A DISTANCE OF 47.37 FEET ALONG SAID BANK LINE; THENCE N.00°28'39"E., A DISTANCE OF 84.52 FEET ALONG SAID BANK LINE; THENCE N.03°04'06"E., A DISTANCE OF 78.00 FEET ALONG SAID BANK LINE; THENCE N.03°44'22"E., A DISTANCE OF 172.77 FEET ALONG SAID BANK LINE; THENCE N.12°31'44"E., A DISTANCE OF 20.78 FEET ALONG SAID BANK LINE; THENCE N.41°11'09"E., A DISTANCE OF 11.98 FEET ALONG SAID BANK LINE; THENCE N.27°33'10"E., A DISTANCE OF 29.23 FEET ALONG SAID BANK LINE; THENCE N.01°11'37"E., A DISTANCE OF 54.10 FEET ALONG SAID BANK LINE; THENCE N.01°19'56"E., A DISTANCE OF 48.47 FEET ALONG SAID BANK LINE; THENCE N.11°46'52"W., A DISTANCE OF 35.60 FEET ALONG SAID BANK LINE; THENCE N.82°24'19"E., A DISTANCE OF 21.31 FEET ALONG SAID BANK LINE; THENCE N.68°11'55"E., A DISTANCE OF 15.17 FEET ALONG SAID BANK LINE; THENCE N.59°51'31"E., A DISTANCE OF 25.25 FEET ALONG SAID BANK LINE; THENCE N.30°57'50"E., A DISTANCE OF 32.85 FEET ALONG SAID BANK LINE; THENCE N.40°36'05"E., A DISTANCE OF 45.45 FEET ALONG SAID BANK LINE; THENCE

N.19°17'24"E., A DISTANCE OF 29.85 FEET ALONG SAID BANK LINE; THENCE N.09°07'49"E., A DISTANCE OF 39.95 FEET ALONG SAID BANK LINE; THENCE N.00°39'04"W., A DISTANCE OF 61.98 FEET ALONG SAID BANK LINE; THENCE N.08°58'26"E., A DISTANCE OF 39.05 FEET ALONG SAID BANK LINE; THENCE N.16°15'37"E., A DISTANCE OF 11.00 FEET ALONG SAID BANK LINE; THENCE N.59°02'10"E., A DISTANCE OF 15.40 FEET ALONG SAID BANK LINE; THENCE N.39°33'35"E., A DISTANCE OF 13.13 FEET ALONG SAID BANK LINE; THENCE N.19°39'14"E., A DISTANCE OF 13.09 FEET ALONG SAID BANK LINE; THENCE N.16°53'12"E., A DISTANCE OF 25.76 FEET ALONG SAID BANK LINE; THENCE N.19°58'59"E., A DISTANCE OF 15.46 FEET ALONG SAID BANK LINE; THENCE N.33°01'26"E., A DISTANCE OF 21.00 FEET ALONG SAID BANK LINE; THENCE N.04°09'35"E., A DISTANCE OF 24.27 FEET ALONG SAID BANK LINE; THENCE N.16°06'11"E., A DISTANCE OF 20.95 FEET ALONG SAID BANK LINE; THENCE N.35°12'21"E., A DISTANCE OF 26.79 FEET ALONG SAID BANK LINE; THENCE S.53°26'11"E., A DISTANCE OF 797.78 FEET; THENCE S.53°26'11"E., A DISTANCE OF 440.00 FEET ; THENCE S.53°26'11"E., A DISTANCE OF 482.84 FEET; THENCE S.89°24'41"E., A DISTANCE OF 1,366.83 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 8,870,434.13 SQUARE FEET OR 203.6371 ACRES, MORE OR LESS, IS SITUATED IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "A" ON THE HERE TO ATTACHED PLAT.

EXHIBIT 1-B

SURVEY MAP OF PROJECT SITE

[Pursuant to the Option Agreement, to be procured, reviewed and inserted by Tenant at Tenant's discretion and cost]

EXHIBIT 2-A

PROJECT AND FACILITY DESCRIPTION

EXHIBIT 2-B

GENERAL ARRANGEMENT/SCHEMATIC OF FACILITY

