



Administrative Package Cover Page

This file contains the following documents:

1. Summary of application (in plain language)
 - English
 - Alternative Language (Spanish)
2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
 - English
 - Alternative Language (Spanish)
3. Application materials



Portada de Paquete Administrativo

Este archivo contiene los siguientes documentos:

1. Resumen en lenguaje sencillo (PLS, por sus siglas en inglés) de la actividad propuesta
 - Inglés
 - Idioma alternativo (español)
2. Primer aviso (NORI, por sus siglas en inglés)
 - Inglés
 - Idioma alternativo (español)
3. Solicitud original

**ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS
INDUSTRIAL WASTEWATER/STORMWATER**

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.

NextDecade LNG, LLC (CN606414134) will operate Rio Grande LNG (RN109222851), a liquefied natural gas production and export terminal currently under construction at 48326 State Highway 48 near the City of Port Isabel, Cameron County, Texas 78578-4134.

This application is for a new TPDES permit. Outfall 001 will discharge water treatment wastewater, stormwater, and utility wastewater; treatment includes oil/water separation. Outfalls 002 and 003 will discharge stormwater, utility wastewater, and wastewaters from concrete production during construction projects. Outfall 004 will discharge firewater pump test water and utility wastewater. Outfall 001 will discharge into tidal wetlands (mud flats), then into the Brownsville Ship Channel. Outfalls 002, 003, and 004 will discharge into the Brownsville Ship Channel. Discharges from the outfalls will be intermittent and flow-variable.

The pollutants expected from these discharges include suspended and dissolved solids, oil and grease, and metals. Other potential pollutants that may be in the discharge are included in Worksheet 2 of the TPDES application.

PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP**AGUAS RESIDUALES INDUSTRIALES /AGUAS PLUVIALES**

El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.

NextDecade LNG, LLC (CN606414134) operará Rio Grande LNG (RN109222851), una terminal de producción y exportación de gas natural licuado actualmente en construcción en 48326 State Highway 48, cerca de la ciudad de Port Isabel, Condado de Cameron, Texas 78578-4134.

Esta solicitud es para un nuevo permiso TPDES. El Outfall 001 descargará aguas residuales de tratamiento, aguas pluviales y aguas residuales de servicios públicos; el tratamiento incluye la separación de aceite y agua. Los Outfalls 002 y 003 descargarán aguas pluviales, aguas residuales de servicios públicos y aguas residuales de la producción de hormigón durante los proyectos de construcción. El Outfall 004 descargará agua de pruebas de bombas contra incendios y aguas residuales de servicios públicos. El Outfall 001 descargará en humedales mareales (marismas) y, a continuación, en el canal de navegación de Brownsville. Los Outfalls 002, 003 y 004 descargarán en el canal de navegación de Brownsville. Las descargas de los Outfalls serán intermitentes y de caudal variable.

Los contaminantes que se esperan de estas descargas incluyen sólidos en suspensión y disueltos, aceites y grasas, y metales. Otros contaminantes potenciales que pueden estar presentes en las descargas se incluyen en la Worksheet 2 de la solicitud TPDES.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT

PROPOSED PERMIT NO. WQ0005501000

APPLICATION. NextDecade LNG, LLC, 1000 Louisiana Street, Suite 3300, Houston, Texas 77002, which owns a natural gas liquefaction facility and liquefied natural gas (LNG) export terminal, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0005501000 (EPA I.D. No. TX0148555) to authorize the discharge of treated wastewater and stormwater at an intermittent and flow-variable volume via Outfalls 001, 002, 003, and 004. The facility will be located at 48326 State Highway 48, near the city of Port Isabel, in Cameron County, Texas 78578. The discharge route will be from the plant site via Outfall 001 to a tidal wetland; thence to Brownsville Ship Channel; and via Outfalls 002, 003, and 004 directly to Brownsville Ship Channel. TCEQ received this application on September 22, 2025. The permit application will be available for viewing and copying at Brownsville Public Library, 2600 Central Boulevard, Brownsville, in Cameron County, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.254722,26.026111&level=18>

The application is subject to the goals and policies of the Texas Coastal Management Program and must be consistent with the applicable Coastal Management Program goals and policies.

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

El aviso de idioma alternativo en español está disponible en

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from NextDecade LNG, LLC at the address stated above or by calling Mr. Britt Richey, Environmental Manager, at 832-675-9095.

Issuance Date: October 7, 2025

Comisión de Calidad Ambiental del Estado de Texas



AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA PERMISO

PERMISO PROPUESTO NO. WQ0005501000

SOLICITUD. NextDecade LNG, LLC, propietaria de una planta de licuefacción de gas natural y una terminal de exportación de gas natural licuado (LNG), ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) para el propuesto Permiso No. WQ0005501000 (EPA I.D. No. TX0148555) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas y aguas pluviales en un volumen intermitente y con caudal variable vía Desagües 001, 002, 003 y 004. La planta estará ubicada en 48326 State Highway 48, cerca de la ciudad de Port Isabel, en el Condado de Cameron, Texas 78578. La ruta de descarga estará del sitio de la planta a través del Outfall 001 hasta un humedal de marea; de allí al canal de navegación de Brownsville; y a través de los Outfalls 002, 003 y 004 directamente al canal de navegación de Brownsville. La TCEQ recibió esta solicitud el 22 septiembre de 2025. La solicitud para el permiso estará disponible para leerla y copiarla en la Biblioteca Pública de Brownsville, en 2600 Central Boulevard, Brownsville, en Condado de Cameron, Texas antes de la fecha de publicación de este aviso en el periódico. La solicitud, cualquier actualización y aviso inclusive, está disponible electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.254722,26.026111&level=18>

El Director Ejecutivo de la TCEQ ha revisado esta medida para ver si está de acuerdo con los objetivos y las regulaciones del Programa de Administración Costero de Texas (CMP) de acuerdo con las regulaciones del Consejo Coordinador de la Costa (CCC) y ha determinado que la acción es conforme con las metas y regulaciones pertinentes del CMP.

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo**

que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud.** Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.**

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en www.tceq.texas.gov/goto/cid. Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del NextDecade LNG, LLC a la dirección indicada arriba o llamando a Sr. Britt Richey, Environmental Manager, al 832-675-9095.

Fecha de emisión: 7 de octubre de 2025

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 22, 2025

Re: Confirmation of Submission of the New Industrial Wastewater Individual Permit Application

Dear Applicant:

This is an acknowledgement that you have successfully completed Industrial Wastewater Individual Permit Application.

ER Account Number: ER112910
Application Reference Number: 800606
Authorization Number: WQ0005501000
Site Name: Rio Grande Lng
Regulated Entity: RN109222851 - RIO GRANDE LNG
Customer(s): CN606414134 - Nextdecade Lng, LLC

Please be aware that TCEQ staff may contact your designated contact for any additional information.

If you have any questions, you may contact the Applications Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by telephone at (512) 239-4671.

Sincerely,
Applications Review and Processing Team
Water Quality Division

Texas Commission on Environmental Quality

New Domestic or Industrial Individual Permit

Site Information (Regulated Entity)

What is the name of the site to be authorized?	RIO GRANDE LNG
Does the site have a physical address?	Yes
Physical Address	
Number and Street	48326 STATE HIGHWAY 48
City	PORT ISABEL
State	TX
ZIP	78578
County	CAMERON
Latitude (N) (##.#####)	26.026111
Longitude (W) (-###.#####)	-97.254722
Primary SIC Code	4924
Secondary SIC Code	
Primary NAICS Code	221210
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN109222851
What is the name of the Regulated Entity (RE)?	RIO GRANDE LNG
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	ON STATE HIGHWAY 48 APPROX 1.2 MI TO THE E OF THE INTX OF STATE HWY 48 AND STATE HWY 4 AND THE FACILITY'S SOUTHERN BORDER IS THE BROWNSVILLE SHIP CHANNEL
City	BROWNSVILLE
State	TX
ZIP	78521
County	CAMERON
Latitude (N) (##.#####)	26.026111
Longitude (W) (-###.#####)	-97.255
Facility NAICS Code	221210
What is the primary business of this entity?	LIQUEFIED NATURAL GAS PRODUCTION AND EXPORT

Nextdec-Customer (Applicant) Information (Owner Operator)

How is this applicant associated with this site?	Owner Operator
What is the applicant's Customer Number (CN)?	CN606414134
Type of Customer	Corporation
Full legal name of the applicant:	
Legal Name	Nextdecade Lng, LLC
Texas SOS Filing Number	801291547
Federal Tax ID	
State Franchise Tax ID	32042201346
State Sales Tax ID	

Local Tax ID	
DUNS Number	
Number of Employees	251-500
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	Nextdecade Lng, LLC
Prefix	
First	PAUL
Middle	
Last	NIELSON
Suffix	
Credentials	
Title	VICE PRESIDENT REGULATORY
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	1000 LOUISIANA ST STE 3300
Routing (such as Mail Code, Dept., or Attn:)	
City	HOUSTON
State	TX
ZIP	77002
Phone (###-###-####)	8329004274
Extension	150
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	PNIELSON@NEXT-DECADE.COM

Billing Contact

Responsible contact for receiving billing statements:	
Select the permittee that is responsible for payment of the annual fee.	
Organization Name	CN606414134, Nextdecade Lng, LLC
Prefix	NextDecade LNG LLC
First	MR
Middle	BRITT
Last	
Suffix	RICHEY
Credentials	
Title	ENVIRONMENTAL MANAGER
Enter new address or copy one from list:	
Mailing Address	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	1000 LOUISIANA ST STE 3300
Routing (such as Mail Code, Dept., or Attn:)	
City	HOUSTON
State	TX
ZIP	77002

Phone (###-###-####)	8326759095
Extension	154
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	BRICHEY@NEXT-DECADE.COM

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	NextDecade LNG LLC
Prefix	MR
First	BRITT
Middle	
Last	RICHEY
Suffix	
Credentials	
Title	ENVIRONMENTAL MANAGER

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	1000 LOUISIANA ST STE 3300
Routing (such as Mail Code, Dept., or Attn:)	
City	HOUSTON
State	TX
ZIP	77002
Phone (###-###-####)	8326759095
Extension	154
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	BRICHEY@NEXT-DECADE.COM

Technical Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	Application Contact
Organization Name	NextDecade LNG LLC
Prefix	MR
First	BRITT
Middle	
Last	RICHEY
Suffix	
Credentials	
Title	ENVIRONMENTAL MANAGER

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	1000 LOUISIANA ST STE 3300
Routing (such as Mail Code, Dept., or Attn:)	

City	HOUSTON
State	TX
ZIP	77002
Phone (###-###-####)	8326759095
Extension	154
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	BRICHEY@NEXT-DECADE.COM

DMR Contact

Person responsible for submitting Discharge Monitoring Report Forms:

Same as another contact?	
Organization Name	NextDecade LNG LLC
Prefix	MS
First	KATHY
Middle	
Last	BROOKS
Suffix	
Credentials	
Title	OPERATIONS REGULATORY & ENVIRONMENTAL COMPLIANCE
Enter new address or copy one from list:	
Mailing Address:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	1000 LOUISIANA ST STE 3300
Routing (such as Mail Code, Dept., or Attn:)	
City	HOUSTON
State	TX
ZIP	77002
Phone (###-###-####)	7135040099
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	KBROOKS@NEXT-DECADE.COM

Section 1# Permit Contact

Permit Contact#: 1

Person TCEQ should contact throughout the permit term.

1) Same as another contact?	Technical Contact
2) Organization Name	NextDecade LNG LLC
3) Prefix	MR
4) First	BRITT
5) Middle	
6) Last	RICHEY
7) Suffix	
8) Credentials	

9) Title	ENVIRONMENTAL MANAGER
Mailing Address	
10) Enter new address or copy one from list	
11) Address Type	Domestic
11.1) Mailing Address (include Suite or Bldg. here, if applicable)	1000 LOUISIANA ST STE 3300
11.2) Routing (such as Mail Code, Dept., or Attn:)	
11.3) City	HOUSTON
11.4) State	TX
11.5) ZIP	77002
12) Phone (###-###-####)	8326759095
13) Extension	154
14) Alternate Phone (###-###-####)	
15) Fax (###-###-####)	
16) E-mail	BRICHEY@NEXT-DECADE.COM

Section 2# Permit Contact

Permit Contact#: 2

Person TCEQ should contact throughout the permit term.

1) Same as another contact?	
2) Organization Name	NextDecade LNG LLC
3) Prefix	MS
4) First	ERIN
5) Middle	
6) Last	WOODS
7) Suffix	
8) Credentials	
9) Title	DIRECTOR ENVIRONMENTAL REGULATORY AFFAIRS

Mailing Address

10) Enter new address or copy one from list	
11) Address Type	Domestic
11.1) Mailing Address (include Suite or Bldg. here, if applicable)	1000 LOUISIANA ST STE 3300
11.2) Routing (such as Mail Code, Dept., or Attn:)	
11.3) City	HOUSTON
11.4) State	TX
11.5) ZIP	77002
12) Phone (###-###-####)	8324542795
13) Extension	
14) Alternate Phone (###-###-####)	
15) Fax (###-###-####)	
16) E-mail	EWOODS@NEXT-DECADE.COM

Public Notice Information

Individual Publishing the Notices

1) Prefix	MR
2) First and Last Name	BRITT RICHEY
3) Credential	

4) Title	ENVIRONMENTAL MANAGER
5) Organization Name	NextDecade LNG LLC
6) Mailing Address	1000 LOUISIANA ST STE 3300
7) Address Line 2	
8) City	HOUSTON
9) State	TX
10) Zip Code	77002
11) Phone (###-###-####)	8326759095
12) Extension	154
13) Fax (###-###-####)	
14) Email	BRICHEY@NEXT-DECADE.COM
Contact person to be listed in the Notices	
15) Prefix	MR
16) First and Last Name	BRITT RICHEY
17) Credential	
18) Title	ENVIRONMENTAL MANAGER
19) Organization Name	NextDecade LNG LLC
20) Phone (###-###-####)	8326759095
21) Fax (###-###-####)	
22) Email	BRICHEY@NEXT-DECADE.COM
Bilingual Notice Requirements	
23) Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?	Yes
23.1) Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?	Yes
23.2) Do the students at these schools attend a bilingual education program at another location?	No
23.3) Would the school be required to provide a bilingual education program but the school has waived out of this requirement under 19 TAC 89.1205(g)?	No
23.4) Which language is required by the bilingual program?	SPANISH

Section 1# Public Viewing Information

County#: 1

1) County	CAMERON
2) Public building name	BROWNSVILLE PUBLIC LIBRARY MAIN BRANCH
3) Location within the building	
4) Physical Address of Building	2600 CENTRAL BLVD
5) City	BROWNSVILLE
6) Contact Name	
7) Phone (###-###-####)	9565481055
8) Extension	
9) Is the location open to the public?	Yes

Owner Information

Owner of Treatment Facility

1) Prefix

2) First and Last Name	
3) Organization Name	NextDecade LNG LLC
4) Mailing Address	1000 LOUISIANA ST SUITE 3300
5) City	HOUSTON
6) State	TX
7) Zip Code	77002
8) Phone (###-###-####)	8329004274
9) Extension	150
10) Email	PNIELSON@NEXT-DECADE.COM
11) What is ownership of the treatment facility?	Private
Owner of Land (where treatment facility is or will be)	
12) Prefix	
13) First and Last Name	
14) Organization Name	BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY TEXAS
15) Mailing Address	1000 FOUST ROAD
16) City	BROWNSVILLE
17) State	TX
18) Zip Code	78521
19) Phone (###-###-####)	8003785395
20) Extension	
21) Email	wdietrich@portofbrownsville.com
22) Is the landowner the same person as the facility owner or co-applicant?	No

Admin General Information

1) Is the facility located on or does the treated effluent cross American Indian Land?	No
2) What is the authorization type that you are seeking?	Industrial Wastewater
2.1) Are the discharges at your facility subjected to federal effluent limitation guidelines (ELG) 40 CFR Part 400-471?	No
3) What is your facility operational status?	Active
3.1) What is your facility operational start date?	10/14/2022
4) What is the classification for your authorization?	TPDES
4.1) City nearest the outfall(s):	PORT ISABEL
4.2) County where the outfalls are located:	CAMERON
4.3) Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?	No
4.4) Is the daily average discharge at your facility of 5 MGD or more?	No
5) Did any person formerly employed by the TCEQ represent your company and get paid for service regarding this application?	No

Lease Agreement or Deed Attachment

1) Attach a lease agreement or deed recorded easement	
[File Properties]	
File Name	LEASE_Attachment A-5 Lease Agreement Information.pdf
Hash	C86A63E2690CB97B84B0A23FEE69B9FE5AED4EBACCB24738CDAB89D077DACEC1

MIME-Type

application/pdf

Plain Language

1) Plain Language

[File Properties]

File Name

LANG_Attachment PLS-1 RGLNG Plain
Language Summary.pdf

Hash

62ED6C9BF6BF0F9FDAEB01B742C37FCE193EF6BC763429E981289E16C10B9A8E

MIME-Type

application/pdf

Supplemental Permit Information Form

1) Supplemental Permit Information Form (SPIF)

[File Properties]

File Name

SPIF_Attachment SPIF-1 RGLNG Supplemental
Permit Information Form.pdf

Hash

36E941C16FDBE4B333A9993CB3C26A48A4BFF527FACD31FDE21C674977033855

MIME-Type

application/pdf

[File Properties]

File Name

SPIF_Attachment SPIF-2 RGLNG USGS Map.pdf

Hash

964D8CFF04CB99DE86F02D9116C15FFD12703B206DF40D24FE9A99213AB1FA2B

MIME-Type

application/pdf

Industrial Attachments

1) Have you clearly outlined and labeled the required information on the original full size USGS Topographic Map?

Yes

1.1) I certify that I have clearly outlined and labeled the required information on the Topographic map and attached here.

[File Properties]

File Name

MAP_Attachment A-2 RGLNG USGS Map Sheet
1.pdf

Hash

299858FF5658BC0EBAEEEF4B1E853F1E2D0A0914E9A0119D0F7C319010028392

MIME-Type

application/pdf

[File Properties]

File Name

MAP_Attachment A-2 RGLNG Laguna Vista
USGS Sheet 2.pdf

Hash

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MIME-Type

application/pdf

[File Properties]

File Name

MAP_Attachment A-2 RGLNG Palmito Hill USGS
Sheet 3.pdf

Hash

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MIME-Type

application/pdf

[File Properties]

File Name	MAP_Attachment A-2 RGLNG Port Isabel USGS Sheet 4.pdf
Hash	A27A5EB04DA9081939CE608FCC63B2783090B3C216C44C34D353F2F492DC9FE8
MIME-Type	application/pdf

2) Public Involvement Plan (TCEQ Form 20960)

[File Properties]

File Name	PIP_Attachment PIP-1 RGLNG Public Involvement Plan.pdf
Hash	B8AF38F8D53C3C29652441E2100FCD5CC1C6D7A128F81F9DDD8B67117124AC06
MIME-Type	application/pdf

3) Administrative Report 1.1

[File Properties]

File Name	ARPT_RGLNG TPDES Application Admin Report 1-1.pdf
Hash	F373C3D18C0DB7F7C25CE4417E5EB4BDD6E1AB7EAD624599BC76360B0CC17237
MIME-Type	application/pdf

4) I confirm that all required sections of Technical Report 1.0 are complete and will be included in the Technical Attachment.	Yes
--	-----

4.1) I confirm that Worksheet 2.0 (Pollutant Analyses Requirements) is complete and included in the Technical Attachment.	Yes
---	-----

4.2) I confirm that Worksheet 4.0 (Receiving Waters) is complete and included in the Technical Attachment.	Yes
--	-----

4.3) Are you planning to include Worksheet 4.1 (Waterbody Physical Characteristics) in the Technical Attachment?	Yes
--	-----

4.4) Are you planning to include Worksheet 6.0 (Industrial Waste Contribution) in the Technical Attachment?	No
---	----

4.5) Are you planning to include Worksheet 7.0 (Stormwater Discharges Associated with Industrial Activities) to the Technical Attachment?	No
---	----

4.6) Are you planning to include Worksheet 8.0 (Aquaculture) in the Technical Attachment?	No
---	----

4.7) Are you planning to include Worksheet 9.0 (Class V Injection Well Inventory/Authorization) in the Technical Attachment?	No
--	----

4.8) Are you planning to include Worksheet 10.0 (Quarries in the John Graves Scenic Riverway) in the Technical Attachment?	No
--	----

4.9) Are you planning to include Worksheet 11.0 (Cooling Water System Information) in the Technical Attachment?	No
---	----

4.10) Are you planning to include Worksheet 11.1 (Impingement Mortality) in the Technical Attachment?	No
---	----

4.11) Are you planning to include Worksheet 11.2 (Source Water Biological Data) in the Technical Attachment?	No
--	----

4.12) Are you planning to include Worksheet 11.3 (Entrainment) in the Technical Attachment?	No
---	----

4.13) Technical Attachment

[File Properties]

File Name	TECH_RGLNG TPDES Application Technical Report.pdf
Hash	C15B1DC56FF175DB38775CCA89349F74C5475BF9C0DE1B82CC389973335D58B4
MIME-Type	application/pdf

5) Affected Landowners Map

[File Properties]

File Name	LANDMP_Attachment A-3-1 RGLNG Landowner Map.pdf
Hash	6191ACBAFF834EA672BA2C3B50F274606F66A09C685F2B1D6B13EA926AD4D260
MIME-Type	application/pdf
6) Landowners Cross Reference List	
[File Properties]	
File Name	LANDCRL_Attachment A-3-2 RGLNG Landowner List.pdf
Hash	561CA553F35E84041E5341B182533D5971E04D1F6EB560D96186E9199267E119
MIME-Type	application/pdf
7) Landowner Avery Template	
[File Properties]	
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MIME-Type	application/vnd.openxmlformats-officedocument.wordprocessingml.document
8) Flow Diagram	
[File Properties]	
File Name	FLDIA_Figure 2A RGLNG Wastewater Block Flow Diagram.pdf
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Hash	85AB9E28EDA1FEDAD5ED4C3CABF46F4CBF3F5AD85D6148F07EE44A92947A52A8
MIME-Type	application/pdf
9) Site Drawing	
[File Properties]	
File Name	SITEDR_Attachment T-2 RGLNG Overall Site Plan.pdf
Hash	A0A23E1B81380029CEA8C9742B41C9679A015F2159DD83053152A3D88EF85B99
MIME-Type	application/pdf
10) Original Photographs	
[File Properties]	
File Name	ORIGPH_Attachment A-1 RGLNG Outfall Photos.pdf
Hash	571D571CA2E3AF1A7AB5A30119B98B706300B82180004217C61E005E60D97F8D
MIME-Type	application/pdf
11) Design Calculations	
12) Solids Management Plan	
13) Water Balance	
[File Properties]	
File Name	WB_Figure 2A RGLNG Wastewater Block Flow Diagram.pdf

Hash	BA26BB0FB3803D9F70205137FF7C23FF22E2B166FB797CE1CDAD866BA1613E17
MIME-Type	application/pdf
14) Other Attachments	
[File Properties]	
File Name	OTHER_Attachment A-3-4 RGLNG PSF Map.pdf
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MIME-Type	application/pdf
[File Properties]	
File Name	OTHER_Attachment A-4 RGLNG Seagrass Map.pdf
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File Name	OTHER_Attachment T-1 RGLNG Facility Description.pdf
Hash	684EADFB6380ED5A022B9EE5096004577B6D845BEC8CCFEF9C9A383E5343A3D
MIME-Type	application/pdf

Certification

I certify that I am authorized under 30 Texas Administrative Code 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

1. I am Paul Nielson, the owner of the STEERS account ER112910.
2. I have the authority to sign this data on behalf of the applicant named above.
3. I have personally examined the foregoing and am familiar with its content and the content of any attachments, and based upon my personal knowledge and/or inquiry of any individual responsible for information contained herein, that this information is true, accurate, and complete.
4. I further certify that I have not violated any term in my TCEQ STEERS participation agreement and that I have no reason to believe that the confidentiality or use of my password has been compromised at any time.
5. I understand that use of my password constitutes an electronic signature legally equivalent to my written signature.
6. I also understand that the attestations of fact contained herein pertain to the implementation, oversight and enforcement of a state and/or federal environmental program and must be true and complete to the best of my knowledge.
7. I am aware that criminal penalties may be imposed for statements or omissions that I know or have reason to believe are untrue or misleading.
8. I am knowingly and intentionally signing New Domestic or Industrial Individual Permit.
9. My signature indicates that I am in agreement with the information on this form, and authorize its submittal to the TCEQ.

OWNER OPERATOR Signature: Paul Nielson OWNER OPERATOR

Customer Number:	CN606414134
Legal Name:	Nextdecade Lng, LLC
Account Number:	ER112910
Signature IP Address:	38.104.254.186
Signature Date:	2025-09-22
Signature Hash:	00E37182F4D3A1A5601C0CB3EF58B3FED38E331C000142DEDC30803FCFC0B912
Form Hash Code at time of Signature:	085B11A0F4DBF953164A83196A91B4D5984C9EB4714C53EB974A337ED7782985

Fee Payment

Transaction by:	The application fee payment transaction was made by ER112910/Paul Nielson
Paid by:	The application fee was paid by PAUL NIELSON
Fee Amount:	\$300.00
Paid Date:	The application fee was paid on 2025-09-22
Transaction/Voucher number:	The transaction number is 582EA000685881 and the voucher number is 784320

Submission

Reference Number:	The application reference number is 800606
Submitted by:	The application was submitted by ER112910/Paul Nielson
Submitted Timestamp:	The application was submitted on 2025-09-22 at 14:40:06 CDT
Submitted From:	The application was submitted from IP address 38.104.254.186
Confirmation Number:	The confirmation number is 679697
Steers Version:	The STEERS version is 6.92

Additional Information

Application Creator: This account was created by Dianna Kocurek

INDUSTRIAL WASTEWATER PERMIT APPLICATION

ADMINISTRATIVE REPORT 1.1

The following information is required for new and amendment applications.

Item 1. Affected Landowner Information (Instructions, Page 35)

- a. Attach a landowner map or drawing, with scale, as applicable. Check the box next to each item to confirm it has been provided.
- ☒ The applicant's property boundaries.
 - ☒ The facility site boundaries within the applicant's property boundaries.
 - ☐ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone.
 - ☒ The property boundaries of all landowners surrounding the applicant's property. (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
 - ☒ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream.
 - ☒ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge.
 - ☒ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides.
 - ☐ The boundaries of the effluent disposal site (e.g., irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property.
 - ☐ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located.
 - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners within one-quarter mile of the applicant's property boundaries where the sewage sludge land application site is located.
 - ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (e.g., sludge surface disposal site or sludge monofil) is located.
- Attachment: A-3-1 Landowner Map
- b. ☒ that the landowners list has also been provided as mailing labels in electronic format (Avery 5160). See Attachments A-3-2 Landowner List and A-3-3 Landowner Labels.
- c. Check this box to confirm a separate list with the landowners' names and mailing addresses cross-referenced to the landowner's map has been provided. Provide the source of the landowners' names and mailing addresses: Cameron County Appraisal District

- e. As required by Texas Water Code § 5.115, is any permanent school fund land affected by this application?

☒ Yes ☐ No

If yes, provide the location and foreseeable impacts and effects this application has on the land(s): See Attachment A-3-4 PSF Map. No impacts are expected on PSF areas by this facility operation.

Item 2. Original Photographs (Instructions, Page 37)

Provide original ground level photographs. Check the box next to each of the following items to indicate it is included.

- ☐ At least one original photograph of the new or expanded treatment unit location.
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☐ At least one photograph of the existing/proposed effluent disposal site.
- ☒ A plot plan or map showing the location and direction of each photograph.

Attachment: A-1 Outfall Photos

Attachment T-1

Facility Description NextDecade LNG, LLC Rio Grande LNG

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List of Abbreviations

AGRU	Acid Gas Recovery Unit
BOG	boil off-gas
CIP	clean-in-place
CPI	corrugated plate interceptor
CSS	clean surface water system
FEDI	fractional electrodeionization
gal	gallons
gpm	gallons per minute
HCS	hazardous chemical system
ISBL	inside battery limits
KO	knockout
LNG	liquefied natural gas
MGD	million gallons per day
mg/L	milligram per liter
MMF	multi-media filter
MSGP	Multi-sector General Permit
NGL	natural gas liquid
OCS	oil contaminated system
O&G	oil and grease
OSBL	outside battery limits
pCi/L	picocuries per liter
POS	potentially oil contaminated system
PWS	public water supply
RO	reverse osmosis
S.U.	standard units (for pH)
SWS	sanitary wastewater system
TDS	total dissolved solids
TOC	total organic carbon
TPDES	Texas Pollutant Discharge Elimination System
TSS	total suspended solids
WHRU	waste heat recovery unit

1. FACILITY OVERVIEW

The Rio Grande LNG (RGLNG) Project will be a natural gas liquefaction facility and liquefied natural gas (LNG) export terminal in Cameron County, Texas, on the north side of the Brownsville Ship Channel between the cities of Brownsville and Port Isabel (Figure 1. Area Map). The facility will produce LNG as its primary product and natural gas condensate as a by-product of the LNG process. The facility is expected to have five LNG trains. Phase I construction for the first three trains began with initial site clearing and grading in 2023 with startup expected in late 2027.

The feedstock, pipeline quality natural gas, is a hydrocarbon mixture composed primarily of methane. Other constituents include other hydrocarbons such as ethane, propane, and butane; nitrogen, carbon dioxide, hydrogen sulfide, and noble gases (e.g., argon).

The principal operation on-site will be the LNG facility, which will consist of five liquefaction trains and supporting common infrastructure. Each liquefaction train will feature feed natural gas pre-treatment units such as the Acid Gas Removal Unit (AGRU), Dehydration Unit, Mercury Removal Unit, and Heavies Removal Unit. The pre-treatment process will ensure the gas is purified by removing impurities, which include hydrogen sulfide, mercury, water, and heavy hydrocarbons. The purified gas will be then liquefied using the Air Products C3MR™ process, which employs propane and mixed refrigerants in a two-stage refrigeration process. Support systems on-site will include utilities such as boil-off gas (BOG) recovery, emergency power supply with backup generators, firewater pump systems for fire emergencies, and a hot oil system for heating. The terminal will have four LNG storage tanks, each with 180,000 cubic meters of capacity and marine facilities with two export berths for LNG vessels. Additionally, it will have truck loading facilities for natural gas liquids (NGL) condensate. The design will ensure safety and operational efficiency, meeting high environmental and safety standards.

2. WATER SUPPLY AND TREATMENT

Potable water will be supplied from the Brownsville Public Utilities Board (PWS TX0310001) via the Brownsville Navigation District (PWS TX0310028). The facility water systems will include the potable water distribution system (drinking water system), demineralized water system, fire protection system, and service water system. Potable water will be routed to buildings, the service water storage tank, firewater storage tank, and potable water storage tank. An on-site seawater intake station will serve as a source of backup firewater. Characteristics of the potable water supply are listed in Table 1.

Table 1. Potable Water Supply Quality

Characteristic	Maximum	Reference
Hardness as CaCO ₃ (mg/L)	329	[1]
Chloride (mg/L)	203	[1]
Calcium (mg/L)	86	[1]
Magnesium (mg/L)	28	[1]
Sodium (mg/L)	153	[1]
Potassium (mg/L)	62	[1]
Carbonates (mg/L)	0.13	[1]
Hydrogen carbonates (mg/L)	162	[1]
Sulfate (mg/L)	310	[1]
Silica (mg/L)	28	[1]
Carbon dioxide (mg/L)	25	[1]
Lead (mg/L)	0.015	[1]
Ammonia (mg/L)	0.00	[1]
Total dissolved solids (mg/L)	1030	[1]
pH (S.U.)	7.0	[1]
Arsenic (mg/L)	<0.002	[2]
Barium (mg/L)	0.0011	[2]
Chloramines (mg/L)	3.52	[2]
Chromium (mg/L)	<0.01	[2]
Copper (mg/L)	0.0092	[2]
Cyanide (mg/L)	<0.01	[2]
Fluoride (mg/L)	0.2	[2]
Haloacetic acids (mg/L)	<0.006	[2]
Lead (mg/L)	<0.001	[2]
Manganese (mg/L)	0.0027	[2]
Nickel (mg/L)	<0.001	[2]
Nitrate (mg/L)	<0.00005	[2]
Radium 226/228 (pCi/L)	1.5	[2]
Selenium (mg/L)	0.0043	[2]
Trihalomethanes (mg/L)	<0.004	[2]
Zinc (mg/L)	0.0073	[2]
[1] Utility Basis of Design – Unit 63/64/65 – Water System (RG-BL-063-PRO-DES-00001 Rev 005) [2] Drinking Water Quality Report June 2025, Brownsville Public Utilities Board		

2.1. Service Water System

The Service Water Storage Tank will supply water to the demineralization unit and utility hose stations. Where dead legs in the service water piping are unavoidable, there may be a continuous bleed of water (to drain) to prevent stagnant water.

2.2. Drinking Water System

Potable water will be supplied from the Brownsville Public Utilities Board (PWS TX0310001) via the Brownsville Navigation District (PWS TX0310028). Potable water will be supplied to the drinking water system. The potable water will be stored in the Potable Water Storage Tank. The tank will supply potable water for drinking, sanitation, safety showers, and comfort stations. To meet minimum turnover requirements in the tank, a minimum circulation flow from the Potable Water Storage Tank will be routed to the Service Water Storage Tank.

2.3. Demineralization Water System

The demineralization unit will include a multi-media filter, backwash tank, cartridge filter, two-pass reverse osmosis (RO) unit, and fractional electrodeionization (FEDI) system. Demineralized water will be supplied to the AGRU and solvent tank for amine solution makeup, to the gas turbines for periodic washing of gas turbine blades, and for periodic maintenance and flushing of equipment.

3. WASTEWATER OUTFALLS

The facility will have four wastewater outfalls under the TPDES permit. Outfall 001 (Pond 1 effluent) will discharge to tidal wetlands (mud flats) east of the facility, which drain into the Brownsville Ship Channel (Segment No. 2494). Outfall 002 (Pond 2 effluent) and Outfall 003 (Pond 3 effluent) will discharge directly into the Brownsville Ship Channel. Outfall 004 at the seawater firewater pump station will discharge directly into the Brownsville Ship Channel. Wastewaters that will be discharged through these outfalls are summarized in Table 2. Expected general effluent quality from Outfalls 001, 002, and 003 is shown in Table 3, and for Outfall 004, in Table 5.

Wastewater sources, units, and outfalls are shown in Figures 2A/B. RGLNG Wastewater Block Flow Diagram. Wastewater sources and major wastewater equipment units are discussed in the following sections.

Table 2. Outfall Wastewaters

Outfall	Wastewater Sources	Notes	Maximum Monthly Average	Daily Maximum
			MGD	MGD
001 (Pond 1 Effluent)	Demineralization package wastewater	[1]	0.088	0.175
	Potable water system	[2]	Intermittent and variable	
	Utility wastewaters	[3]		
	Firewater system	[4]		
	Stormwater	[5]		
	Construction stormwater	[8]		
	Outfall 001 Total	[9]	Intermittent and variable	
002 (Pond 2 Effluent)	Stormwater	[6]	Intermittent and variable [10]	
	Potable water system	[2]		
	Utility wastewaters	[3]		
	Firewater system	[4]		
	Construction stormwater, concrete production	[8]		
003 (Pond 3 Effluent)	Stormwater	[6]	Intermittent and variable [10]	
	Potable water system	[2]		
	Utility wastewaters	[3]		
	Firewater system	[4]		
	Construction stormwater, concrete production	[8]		
004 (Firewater Testing, Safety Shower)	Firewater pump test water	[7]	0.121	0.725
	Safety shower / eye wash		Intermittent and variable	
Notes				
MGD Million gallons per day				
[1] Wastewaters from demineralization package include reverse osmosis reject, flushing, filter backwash, and maintenance wastewaters.				
[2] Potable water system testing, flushing, and maintenance, including safety showers.				
[3] Utility wastewater from utility stations, fin-fan rinsing, washdowns, flushing, maintenance, hydrotesting, commissioning wastewaters, and deicing / freeze protection waters.				
[4] From freshwater firewater system testing, flushing, deluge system, and maintenance.				
[5] Stormwater from fuel oil separators (paved parking areas), non-curbed areas, first-flush and impoundment (concrete) basins, CPI separators, and allowable MSGP non-stormwaters.				
[6] Stormwater from non-curbed areas and first-flush and impoundment (concrete) basins, and allowable MSGP non-stormwaters.				
[7] Firewater pumps (2), each tested weekly (5 times/month) for 60 minutes at 6,000 gpm plus pipe flushing (5,000 gal) after test. The safety and eyewash station at the firewater intake will be tested routinely.				
[8] Construction stormwater authorized under general permit TXR15000; concrete production discharges under general permit TXG113499.				
[9] Outfall 001 daily maximum flow is estimated as emptying the full volume of Pond 1 in one day (25 MGD). Actual discharge will depend on rainfall and stormwater volumes.				
[10] Daily maximum flow for Outfalls 002 and 003 combined is estimated as emptying the full volume of Ponds 2, 3, and 4 in one day (43 MGD), which are interconnected. Actual discharge will depend on rainfall and				

Table 3. Expected Effluent Quality – Outfalls 001, 002, and 003

Parameter	Daily Maximum
pH	6.5 – 9 (min/max)*
TOC	55 mg/L
Temperature	ambient
Oil and Grease	15 mg/L
* Based on water quality standards for Segment No. 2494 Brownsville Ship Channel.	

4. WASTEWATER SOURCES

The primary sources of wastewater will be stormwater and water supply treatment. Other sources will include wastewaters from testing, flushing, and maintenance of water supply systems (potable, service, firewater), washdowns, and fin-fan wash.

The overall management system for wastewaters that will be potentially contaminated with oil or other chemicals is containment / curbing, testing, and as appropriate, on-site treatment by oil / water separation or off-site disposal. Wastewaters that will not require treatment are considered as clean waters, which will be routed through the clean surface water system (CSS) to the holding ponds, followed by discharge through the outfalls.

4.1. Clean Surface Waters System (CSS)

The Clean Surface Waters System (CSS) primarily includes surface run-off from non-process plant areas. Off-site roads, building areas, and undeveloped areas will be considered clean water areas. Clean surface water and firewater from noncurbed paved areas and unpaved process areas will go directly to a holding pond prior to discharge via pond outfalls.

4.2. Demineralization Unit

The facility will have two demineralization package units, which will include a multi-media filter (MMF), backwash tank, cartridge filter, two-pass reverse osmosis (RO) unit, and fractional electrodeionization (FEDI) system. Reject water from the RO unit will be discharged from the demineralization unit to Pond 1. The estimated characteristics of the demineralization reject stream are listed in Table 4.

The demineralized water package will be provided with an adjacent sump for the collection of the spent clean-in-place (CIP) stream from the RO membrane and backwash water from the multi-media filter. The contents of the sump will be checked prior to discharging. Clean water meeting the discharge requirements will be sent to Pond 1. Water that does not meet discharge requirements will be removed by vacuum truck.

Table 4. Demineralization Reject Stream Quality

Ions	As ion	Combined Composition (with FEDI Reject)	Combined Composition (without FEDI Reject)
Flow	gpm	60.7	50.5
Calcium (Ca)	mg/L	243.0	292.0
Magnesium (Mg)	mg/L	78.9	94.6
Sodium (Na)	mg/L	472.2	564.6
Potassium (K)	mg/L	175.7	210.7
Barium (Ba)	mg/L	1.4	1.7
Iron (Fe)	mg/L	0.8	1.0
Bicarbonate (HCO ₃)	mg/L	561.8	667.1
Carbonate (CO ₃)	mg/L	2.9	3.4
Chloride (Cl)	mg/L	585.9	703.7
Sulfate (SO ₄)	mg/L	877.2	1054.3
Nitrate (NO ₃)	mg/L	1.5	1.7
Fluoride (F)	mg/L	5.7	6.8
Silica (SiO ₂)	mg/L	79.4	95.3
Carbon dioxide (CO ₂)	mg/L	14.7	17.5
Total dissolved solids (TDS)	mg/L	3086.2	3696.9
pH	-	7 to 8	7 to 8
Note: FEDI reject water is used for filter backwash tank filling. Filter backwash tank filling will be approximately 10 hours per day. During this period, the first pass RO reject and electrode rinse will be directed to the CSS. For the rest of the day, the first pass RO reject stream, FEDI electrode rinse, and FEDI reject stream will be directed to the CSS.			

4.3. Seawater Firewater Pump Station

Outfall 004 will be the discharge from the seawater firewater intake pump station that will be located on the east side of the facility adjacent to the Brownsville Ship Channel. The seawater intake will serve as an alternate / backup to the freshwater firewater supply. The seawater firewater intake station will have two diesel pumps that will pull water directly from the ship channel through a suction basin. Routine testing will be weekly (up to 5 times per month) up to 60 minutes per pump at 6,000 gpm per pump. After each test, the piping will be flushed with freshwater (approximately 5,000 gallons). The maximum daily discharge is estimated as 725,000 gallons (6000 gpm/pump x 60 min x 2 pumps + 5000 gal). The maximum monthly average is estimated as approximately 0.121 MGD (725,000

gal/day x 5 days/mon / 30 days). To protect against bio-fouling of the equipment, the system will include an electrolytic copper/aluminum anode system designed to dose up to 0.024 milligrams per liter (mg/L) of copper and 0.004 mg/L of aluminum. Test waters will discharge back into the Brownsville Ship Channel via the suction basin. The estimated effluent quality of the Outfall 004 discharge is provided in Table 5.

Table 5. Seawater Firewater Testing Effluent Quality

Parameter	Daily Maximum
Copper, total	0.024 mg/L
Other parameters	No significant change from intake water

A safety shower and eyewash station will be located near the pump station and will be supplied with potable water. Routine testing of this safety equipment will be conducted and discharges will flow across the ground surface into the Brownsville Ship Channel.

The firewater system elsewhere in the facility will be supplied with potable water. This firewater system will have electric pumps. They will be tested weekly and annually and test waters will be recycled back to the firewater storage tank.

4.4. Potentially Oil Contaminated Areas

Potentially oil contaminated areas are production and material handling areas that have the potential to contain small amounts of oil due to minor leaks or incidental spills from equipment, but the equipment in these areas do not contain hydrocarbons at temperatures above their flash points. The areas are paved and curbed for containment. The first 0.75 inches of run-off water (rainwater / stormwater runoff, firewater and deluge system testing, potable water, utility water, hydrotesting and flushing water, and allowable MSGP non-stormwaters) from these areas will be drained into concrete First Flush Basins (Table 6) via the potentially oil contaminated system (POS). Additional run-off will be diverted to the outfall chamber and then routed to the CSS. The collected first flush water will be pumped to an equalization tank prior to being treated in a corrugated plate interceptor (CPI) oil / water separator. The treated water will then be routed to holding Pond 1 (0U-7121). The separated oil from the CPI separators will be pumped to the Slop Oil Tank (0T-7101).

Table 6. First Flush Basins

Concrete First Flush Basin Tag	Collection Area
0U-7105	Condensate Truck Loading
1U-7111	ISBL LNG Train 1
2U-7111	ISBL LNG Train 2
3U-7111	ISBL LNG Train 3
4U-7111	ISBL LNG Train 4
5U-7111	ISBL LNG Train 5

For other potentially oil contaminated areas where connection to the central POS system is not practical, the equipment will be locally contained in paved and curbed areas with normally closed drain valves. Examples of these areas include BOG Compressor, Diesel Generator, Air Compressor area, Nitrogen Package area, and others. The curbed area containment will be provided with a means for removal of any incidental spills via vacuum truck. Areas with paved and curbed area containment are checked for contaminants after rain events prior to releasing clean water to the Clean Surface Water System (CSS) discharging to the holding ponds. If there is contaminated water within the curbed area due to incidental spills it will be removed by vacuum truck. Incidental lube oil spills from pumps will be contained by base plates / dip pans that will have a normally closed drain valve.

Stormwater from parking areas will be directed to Fuel Oil Separators (0L-7126 / 7128 / 7129 / 7164). Oil and silt from the separators will be removed via vacuum truck. Separator effluent will be routed to holding Pond 1 (0U-7121).

Wastewater from the oily water treatment system is expected to meet the following effluent quality.

Table 7. Oily Water Treatment System Effluent Quality

Effluent Characteristic	Maximum Monthly Average	Daily Maximum
Oil and grease	10 mg/L	N/A
pH	N/A	6.5 (min) – 8.0 (max) S.U.
TSS	50 mg/L	N/A

4.5. Compressor Skid Areas

Water from curbed areas or refrigerant compressor skids with large, forced lubrication systems that contain a significant volume of oil will be connected with refrigerant compressor lift stations (1/2/3/4/5L-7162 / 7163). Collected water in a lift station will be inspected; if the water is clean, lift station pumps (1/2/3P-7172A/B, 1/2/3P-7173 A/B) will route the water to First Flush Basins (1/2/3U-7111). If the contents of the curbed area contains an oil spill, then the contents will be removed using a vacuum truck for off-site disposal or processed in the CPI Separator.

4.6. Hazardous Chemical Areas

Production areas with equipment containing hazardous chemicals (primarily amine and water treatment chemicals) will be contained within paved and curbed areas with normally closed drain valves. Hazardous chemical area (HCS) containments will be provided with a means for removal of any incidental spills via vacuum truck. Amine areas within the ISBL will also have a normally closed valve connection to the potentially oil contaminated system (POS). Where the hazardous chemical area is also potentially oil contaminated (for example, hot oil and amine process area), HCS and POS containment will be common. Water from curbed areas will be checked prior to releasing to

the POS. If the contents of the curb contain hazardous chemicals, then the contents will be transferred to a vacuum truck and processed off-site. Clean water from curbed areas will be routed to the CSS through First Flush Basins (1/2/3/4/5U-7111).

4.7. Cold Hydrocarbon Liquids Areas

Cold hydrocarbon liquids areas include areas of ISBL and OSBL that contain equipment operating with LNG, mixed refrigerant, propane, and other hydrocarbon liquids with operating temperatures above their flash point. These areas are paved, contained by curbing, and routed to concrete LNG impoundment basins aligned with regulatory requirements for spill containment. Examples of these areas include the liquefaction trains, jetties, refrigerant storage, and refrigerant truck unloading. Water (rainwater / stormwater runoff, firewater and deluge system testing, potable water, utility water, hydrotesting and flushing water, and allowable MSGP non-stormwaters) from these paved and curbed areas will flow to concrete trenches and be routed to the concrete LNG impoundment basins (Table 9).

Clean water collected in the impoundment basins will be pumped out to the holding ponds. Additionally, each concrete LNG impoundment basin has a vacuum truck out connection to remove the contents of the basin if there were to be contamination due to a spill that reaches the impoundment basin. The LNG train impoundment basins 0U-7131/2/3 also include a floating oil skimmer that can be utilized to remove oil from an incidental spill if it were to reach the impoundment basin.

4.8. Wet Gas Flare KO Drum

Wet gas flare knock-out drum wastewater primarily includes amine, hot oil, and condensate collected in the Wet Gas Flare KO drum (V-6204). This wastewater will be sent to off-site disposal.

4.9. Domestic (Sanitary) Wastewater

Sanitary (domestic) wastewater will be collected in an underground sewer network. Sanitary lift stations in various plant areas will pump the wastewater off-site via pipeline to the Brownsville Navigation District wastewater treatment facility that holds TPDES permit no. WQ0010332001. Some domestic wastewater may be collected in on-site portable toilets during construction / maintenance work and will be transported off-site for treatment by TCEQ authorized haulers / treatment facilities.

4.10. Concrete Production Wastewater

Champion Concrete, Inc., a subcontractor of the Engineering, Procurement, and Construction (EPC) Contractor, will operate a concrete production unit on-site to produce concrete for facility construction. Champion Concrete is

authorized under TPDES general permit TXG113499¹ to discharge wastewaters from concrete production. Wastewaters are expected to be routed to Ponds 2, 3, and/or 4 and be commingled with other wastewaters discharged through Outfalls 002 and 003.

4.11. Construction Stormwater

Stormwater and allowable non-stormwaters from construction activities at the site are currently authorized under TPDES general permit TXR150000.² After construction of Ponds 1, 2, 3, and 4 is completed, wastewaters authorized under the general permit may be routed to the ponds and be commingled with other wastewaters discharged through Outfalls 001, 002, and 003.

4.12. Commissioning Wastewaters

During facility commissioning, wastewater will be generated as equipment and systems are tested and prepared for start-up. Wastewaters that are expected to be generated during commissioning are primarily from hydrostatic testing and equipment flushing. Commissioning wastewaters will be intermittent and variable in flow. Commissioning wastewaters that do not require treatment will be routed to either Ponds 1, 2, 3, or 4, depending on the location of the activity. Commissioning wastewaters from equipment passivation and degreasing are expected to be containerized and shipped off-site for treatment or disposal. After initial start-up of the facility, commissioning wastewaters may also be generated from later facility projects and operations.

Hydrostatic pressure testing and flushing is necessary to ensure integrity of piping, storage / day tanks, or vessels. Where potable or demineralized water will be used during hydrotesting, the order of management options will be recycling for further hydrotesting, reuse for dust suppression, authorized discharge, and transport off-site. Where chemicals are used during hydrotesting, the order of management options will be reuse for further chemical cleaning / degreasing and off-site disposal at authorized facility.

5. WASTEWATER EQUIPMENT

Major equipment items in the wastewater system are listed in Table 8.

¹ Champion Concrete, Inc. (CN605999861), R-123 (RN111851861), 48426 State Highway 48, Port Isabel, TX 78578.

² Current construction stormwater permits (TXR1528KR, TXR1598RA) for the site (RN109222851) held by Bechtel Energy Inc. (CN605159847), 2105 Citywest Blvd., Houston, TX 77042-2836.

Table 8. Major Equipment Items – Wastewater System

Equipment	Units	Comments
First Flush Basins	0U-7105, 1/2/3 U-7111 For LNG Trains 1/2/3/4/5	For LNG Trains 1/2/3/4/5 and truck loading
Equalization Tanks	0T-7102 / 0T-7152 / 0T-7160	Include floating oily water skimmers. Tank effluent to CPI separator.
CPI Separators / Oily Water Treatment	0L-7130 / 0L-7150 / 0L-7160	CPI effluent to Pond 1, oil to Slop Oil Tank
Fuel Oil Separators	0L-7126 / 0L-7128 / 0L-7129 / 0L-7164	For parking area stormwater runoff, separator effluent to Pond 1. Oil / silt removed from separators by vacuum truck for off-site disposal.
Slop Oil Tank	0T-7101	Receives oil collected from CPI separators. Off-site disposal.
Refrigerant Compressor String Lift Stations	1/2/3L-7162 / 1/2/3L-7163	Receive oil water from refrigerant compressor strings curbed area. Effluent pumped to first flush basins. Includes vacuum truck connection.
Concrete Impoundment Basins	0U-7131 / 0U-7132 / 0U-7133 / 0U-7137 / 0U-7138 / 0U-7139	Concrete basins
Holding Ponds (Surface Impoundments)	Pond 1 (0U-7121), Pond 2 (0U-7122), Pond 3 (0U-7123), Pond 4 (U-7124)	Pond 1 to Outfall 001, Pond 2 to Outfall 002, Pond 3 to Outfall 003, Pond 4 no outfall (connected to Pond 3)
Sanitary Lift Stations	0L-7113 / 0L-7114 / 0L-7115 / 0L-7112A / 0L-7112B / 0L-7112C / 0L-7116 / 0L-7117 / 0L-7118	Sanitary wastewater will be transported off-site via pipeline for treatment.

5.1. Concrete First Flush Basins

OSBL Concrete First Flush Basin (0U-7105) will collect potentially oily water from the condensate truck loading curbed area. It will have a first flush chamber and impoundment chamber. The first flush chamber will be sized for 0.75 inches of run-off from the condensate loading area. The impoundment chamber will be sized to supplement the volume in the first flush chamber to hold the volume from a loss of containment incident of a single road tanker. Water in the first flush chamber will be pumped to an equalization tank for treatment. Clean stormwater in the impoundment chamber will be pumped to Pond 1.

One ISBL First Flush Basin (1/2/3/4/5U-7111) will be provided within each LNG train. The LNG train First Flush Basins will be sized to collect the first 0.75 inches of run-off from the production curbed areas to be pumped to the equalization tank for treatment. Additional run-off will be diverted to the outfall chamber and then routed to the CSS. Each ISBL First Flush Basin will also receive potentially oily water retained in the HCS curbed areas within the LNG Train. These areas will include the Acid Gas Removal Unit (AGRU) paved and curbed areas, which will have

normally closed valves that discharge to the First Flush Basins. Potentially oily contaminated water effluents from these areas will be routed to the First Flush Basin.

5.2. Equalization Tanks

Equalization tanks will collect the POS water collected in the first flush basins prior to transfer to a CPI separator. Each tank will be cone-roofed with a working volume of the first flush basins plus 10%. Equalization Tank 0T-7201 will be for LNG Trains 1/2 and Loading Area, 0T-7152 for LNG Trains 3/4, and 0T-7160 for LNG Train 5. The equalization tanks will have oil skimmers with the skimmed oil routed to the Slop Oil Tank.

5.3. Oil / Water Separators

Potentially oil contaminated wastewaters will be treated in CPI oil / water separators (0L-7130 / 0L-7150 / 0L-7160). Oily stormwater run-off from parking areas will be treated in fuel oil separators (0L-7126 / 0L-7128 / 0L-7129 / 0L-7164). Wastewater effluent from the separators will be routed to Pond 1. Oil removed from the CPI separators will be routed to the Slop Oil Tank. Oil and solids removed from the fuel oil separators will be disposed of off-site.

5.4. Slop Oil Tank

The Slop Oil Tank (0T-7101) will be a cone-roofed storage tank that stores oil from the oil skimmers and CPI separators. Slop oil will be disposed of off-site.

5.5. Oily Water Containment Tank Compressor String

The Oily Water Containment Tank Compressor String (1/2/3/4/5T-7103 A/B) will collect refrigeration compressor turbine wash water. Two tanks will be provided per train, each tank will collect wash water from each gas turbine. Water collected in the tanks will be removed by vacuum truck.

5.6. Concrete LNG Impoundment Basins

The facility will have six concrete LNG impoundment basins. The basins, collection areas, and the holding pond to which the basin discharges are listed in Table 9. Clean water collected in the impoundment basins will be pumped out to the holding ponds. Additionally, each concrete LNG impoundment basin has a vacuum truck out connection to remove the contents of the basin if there were to be contamination due to a spill that reaches the impoundment basin. The LNG train impoundment basins 0U-7131/2/3 also include a floating oil skimmer that can be utilized to remove oil from an incidental spill if it were to reach the impoundment basin.

Table 9. LNG Impoundment Basins

LNG Impoundment Basin	Collection Area	Pond
0U-7131	ISBL LNG Train 1 & 2	Pond 2
0U-7132	ISBL LNG Train 3 & 4	Pond 3
0U-7133	ISBL LNG Train 5 & Future	Pond 3
0U-7137	LNG Storage / Jetty-1 Loading	Pond 1
0U-7138	LNG Storage / Jetty-2 Loading	Pond 1
0U-7139	Refrigerant Storage Area	Pond 1

5.7. Surface Impoundments

There will be four surface impoundments (Ponds 1/2/3/4) for storage of outfall wastewaters. Pond 1 will receive primarily stormwater and water treatment wastewaters. Ponds 2, 3, and 4 will receive primarily stormwater. For other wastewaters that will be routed to the ponds, see Table 2. Ponds 1, 2, and 3 will discharge through Outfalls 001, 002, and 003, respectively. Ponds 2, 3, and 4 will be connected hydraulically through culverts, but only Ponds 2 and 3 will have outfalls.

The design basis for the stormwater management system is a maximum instantaneous rainfall rate of 3 inches per hour for a 10-year, 1-hour rainfall event. The facility is designed for controlled flooding in low lying areas within the levee; stormwater in these areas will then gravity flow to Ponds 1, 2, 3, and 4.



Figure 1. Area Map

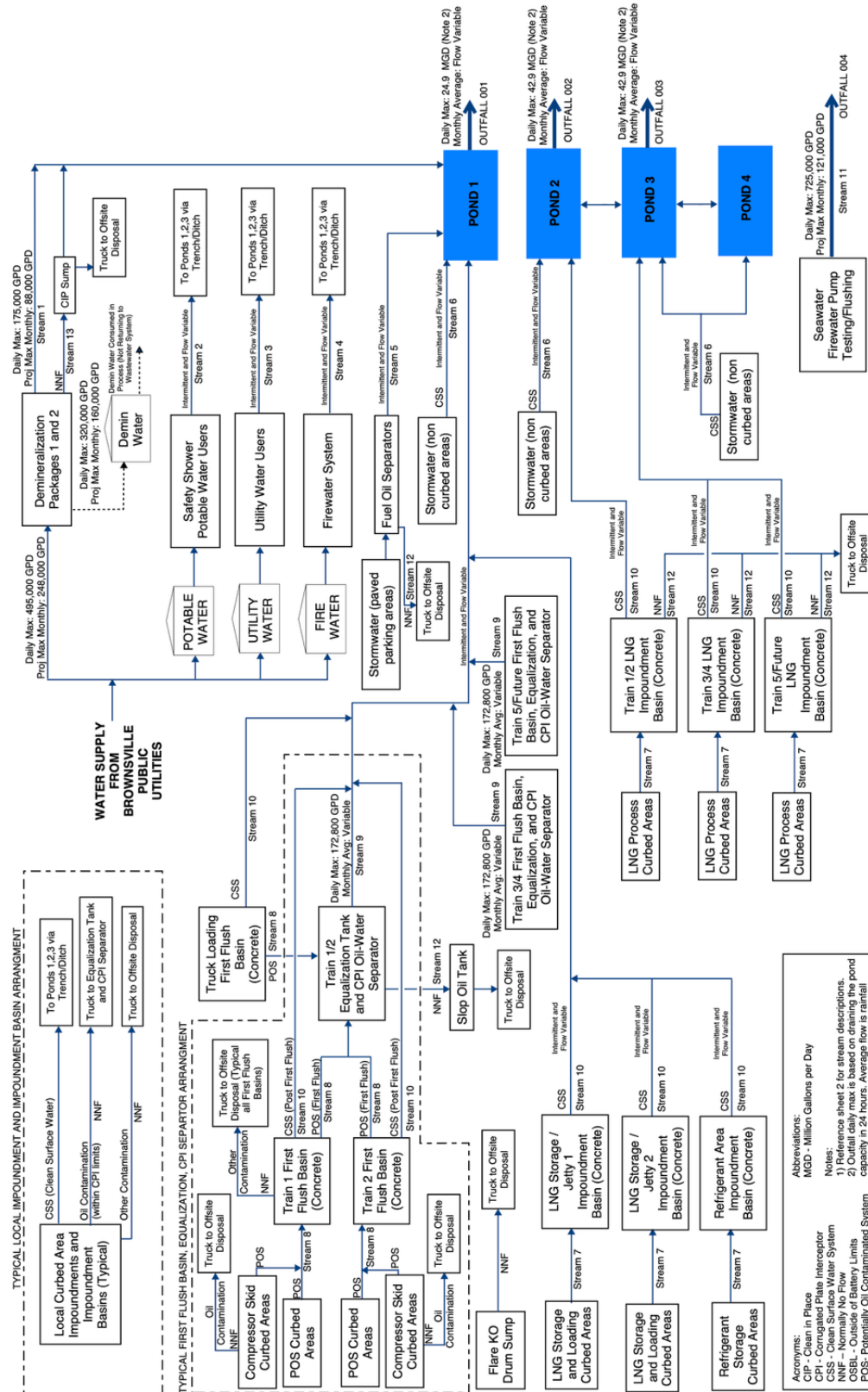


Figure 2A. RGLNG Wastewater Block Flow Diagram

Stream	Description	Sources
1	Demineralization Package Wastewater	Reverse Osmosis reject, flushing, filter back flush, hydrotesting and flushing, maintenance wastewaters, and allowable MSGP non-stormwaters
2	Potable Water	Potable water system testing, flushing, maintenance, including safety showers, hydrotesting, and allowable MSGP non-stormwaters
3	Utility Water	Utility water from utility stations, fin-fan rinsing, wash down, flushing, maintenance, and allowable MSGP non-stormwaters
4	Firewater	Firewater from firewater system testing, hydrotesting and flushing, deluge system testing, maintenance, and allowable MSGP non-stormwaters
5	Stormwater - Paved Parking Areas	Effluent water from stormwater fuel oil separators, and allowable MSGP non-stormwaters
6	Stormwater - Non-Curbed Areas	Stormwater runoff from non curbed areas, concrete production discharges, construction stormwater, and allowable MSGP non-stormwaters
7	Surface Runoff - LNG Train Process Areas	Surface runoff from paved LNG Train process areas to impoundment basins (concrete). May contain rainwater/stormwater runoff, firewater and deluge system testing, potable water, utility water, hydrotesting and flushing water, and allowable MSGP non-stormwaters.
8	Surface Runoff - Potentially Oil Contaminated	Surface runoff from paved areas that have areas which have potential to contain small amounts of oil due to minor leakage or incidental spill. May contain rainwater/stormwater runoff, firewater and deluge system testing, hydrotesting and flushing water, potable water, utility water, and allowable MSGP non-stormwaters
9	CPI Separator Discharge Water	Effluent water from CPI Separator, and allowable MSGP non-stormwaters
10	Clean Surface Runoff - Discharge from Basins	Clean Surface water discharge from first flush and impoundment basins (concrete), hydrotesting and flushing waters, firewater and deluge system testing, and allowable MSGP non-stormwaters
11	Seawater Firewater	Seawater firewater discharge from Firewater pump testing. Firewater discharge for flushing and maintenance, and allowable MSGP non-stormwaters
12	Oils/Fuels/Contaminants	Contamination recovered from CPI Separator, Fuel Oil Separator, or Impoundment Basin for offsite disposal.
13	Demineralization Package CIP Wastewater	Clean in Place and Multi-Media Filter Backwash discharge wastewaters, hydrotesting and flushing, and allowable MSGP non-stormwaters

Figure 2B. Wastewater Block Flow Diagram - Notes



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

**SUMMARY OF APPLICATION IN PLAIN
LANGUAGE FOR TPDES OR TLAP PERMIT
APPLICATIONS****Summary of Application (in plain language) Template and
Instructions for Texas Pollutant Discharge Elimination System
(TPDES) and Texas Land Application (TLAP) Permit
Applications**

Applicants should use this template to develop a plain language summary of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how you will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

If you are subject to the alternative language notice requirements in 30 TAC Section 39.426, **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

**ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS
INDUSTRIAL WASTEWATER/STORMWATER**

The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.

NextDecade LNG, LLC (CN606414134) will operate Rio Grande LNG (RN109222851), a liquefied natural gas production and export terminal currently under construction at 48326 State Highway 48 near the City of Port Isabel, Cameron County, Texas 78578-4134.

This application is for a new TPDES permit. Outfall 001 will discharge water treatment wastewater, stormwater, and utility wastewater; treatment includes oil/water separation. Outfalls 002 and 003 will discharge stormwater, utility wastewater, and wastewaters from concrete production during construction projects. Outfall 004 will discharge firewater pump test water and utility wastewater. Outfall 001 will discharge into tidal wetlands (mud flats), then into the Brownsville Ship Channel. Outfalls 002, 003, and 004 will discharge into the Brownsville Ship Channel. Discharges from the outfalls will be intermittent and flow-variable.

The pollutants expected from these discharges include suspended and dissolved solids, oil and grease, and metals. Other potential pollutants that may be in the discharge are included in Worksheet 2 of the TPDES application.

PLANTILLA EN ESPAÑOL PARA SOLICITUDES NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP**AGUAS RESIDUALES INDUSTRIALES /AGUAS PLUVIALES**

El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.

NextDecade LNG, LLC (CN606414134) operará Rio Grande LNG (RN109222851), una terminal de producción y exportación de gas natural licuado actualmente en construcción en 48326 State Highway 48, cerca de la ciudad de Port Isabel, Condado de Cameron, Texas 78578-4134.

Esta solicitud es para un nuevo permiso TPDES. El Outfall 001 descargará aguas residuales de tratamiento, aguas pluviales y aguas residuales de servicios públicos; el tratamiento incluye la separación de aceite y agua. Los Outfalls 002 y 003 descargarán aguas pluviales, aguas residuales de servicios públicos y aguas residuales de la producción de hormigón durante los proyectos de construcción. El Outfall 004 descargará agua de pruebas de bombas contra incendios y aguas residuales de servicios públicos. El Outfall 001 descargará en humedales mareales (marismas) y, a continuación, en el canal de navegación de Brownsville. Los Outfalls 002, 003 y 004 descargarán en el canal de navegación de Brownsville. Las descargas de los Outfalls serán intermitentes y de caudal variable.

Los contaminantes que se esperan de estas descargas incluyen sólidos en suspensión y disueltos, aceites y grasas, y metales. Otros contaminantes potenciales que pueden estar presentes en las descargas se incluyen en la Worksheet 2 de la solicitud TPDES.



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

- ☒ New Permit or Registration Application
☐ New Activity - modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

- ☒ Requires public notice,
☒ Considered to have significant public interest, and
☒ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

- ☐ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

N/A

Section 3. Application Information

Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V
 Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire
☐ Radioactive Material Licensing ☐ Underground Injection Control

Water Quality

☒ Texas Pollutant Discharge Elimination System (TPDES)
☐ Texas Land Application Permit (TLAP)
☐ State Only Concentrated Animal Feeding Operation (CAFO)
☐ Water Treatment Plant Residuals Disposal Permit
☐ Class B Biosolids Land Application Permit
☐ Domestic Septage Land Application Registration

Water Rights New Permit

☐ New Appropriation of Water
☐ New or existing reservoir

Amendment to an Existing Water Right

☐ Add a New Appropriation of Water
☐ Add a New or Existing Reservoir
☐ Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

NextDecade LNG, LLC (CN606414134) will operate Rio Grande LNG (RN109222851), a liquefied natural gas production and export terminal currently under construction on State Highway 48 east of the City of Brownsville, Cameron County, Texas 78521.

This application is for a new TPDES permit. Outfall 001 will discharge water treatment wastewater, stormwater, and utility wastewater; treatment includes oil/water separation. Outfalls 002 and 003 will discharge stormwater, utility wastewater, and wastewaters from concrete production during construction projects. Outfall 004 will discharge firewater pump test water and utility wastewater. Outfall 001 will discharge into tidal wetlands (mud flats), then into the Brownsville Ship Channel. Outfalls 002, 003, and 004 will discharge into the Brownsville Ship Channel. Discharges from the outfalls will be intermittent and flow-variable.

The pollutants expected from these discharges include suspended and dissolved solids, oil and grease, and metals. Other potential pollutants that may be in the discharge are included in Worksheet 2 of the TPDES application.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

Port Isabel

(City)

Cameron

(County)

142.02

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☒

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

64.7% (2023 American Community Survey 5-year Estimates)

(b) Per capita income for population near the specified location

\$50,313 (2023 American Community Survey 5-year Estimates)

(c) Percent of minority population and percent of population by race within the specified location

White, not Hispanic or Latino - 10.5%; African-American - 0.2%; Hispanic or Latino - 88.2%; Asian - 0.4%; American Indian and Alaskan Native; Native Hawaiian and Pacific Islander (0.0%); Two or more races: 0.8%

(d) Percent of Linguistically Isolated Households by language within the specified location

-47.9% English

-52.1% Spanish

(e) Languages commonly spoken in area by percentage

English and Spanish

(f) Community and/or Stakeholder Groups

Formed a Community Advisory Board made up of 33 members. RGLNG has a community feedback system in place for the public to send in feedback, 32 open house sessions completed since 2023 with 4,900 people from the RGV attending. A full listing of public outreach can be found on FERC -Docket(s) No.: CP16-454-000 Accession number (202410215177)."

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☒ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☒ Yes ☐ No

If Yes, please describe.

Publication of notice in a newspaper and provide plain text summary in English and Spanish

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

☒ Yes ☐ No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

- ☒ Publish in alternative language newspaper
☐ Posted on Commissioner's Integrated Database Website
☐ Mailed by TCEQ's Office of the Chief Clerk
☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☒ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☒ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
☒ Public Place (specify) Brownsville Public Library Main Branch

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

☐ Yes ☐ No

What types of notice will be provided?

- ☐ Publish in alternative language newspaper
☐ Posted on Commissioner's Integrated Database Website
☐ Mailed by TCEQ's Office of the Chief Clerk
☐ Other (specify)



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

ATTACHMENT A-2
USGS Map Sheet 2



LAGUNA VISTA QUADRANGLE
TEXAS - CAMERON COUNTY
7.5-MINUTE SERIES

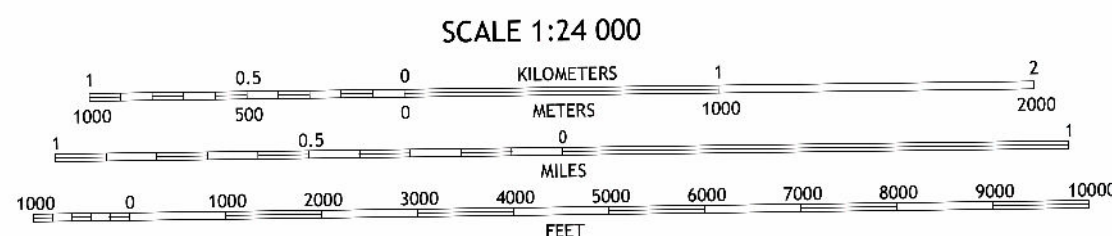
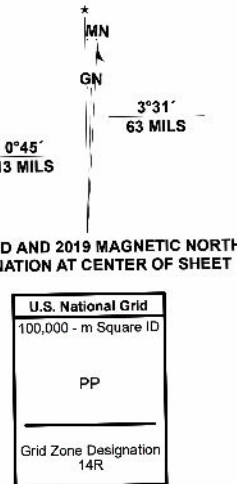


Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid/Universal Transverse Mercator, Zone 14R

This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.

Imagery.....NAP, November 2016 - January 2017
Roads.....U.S. Census Bureau, 2015
Names.....GNIS, 1979 - 2022
Hydrography.....National Hydrography Dataset, 2002 - 2018
Contours.....National Elevation Dataset, 2019
Boundaries.....Multiple sources; see metadata file, 2019 - 2021
Wetlands.....FWS National Wetlands Inventory Not Available



CONTOUR INTERVAL 5 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



1	2	3
4	5	6
7	8	9

ADJOINING QUADRANGLES

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	4WD
InterState Route	US Route
	State Route

LEGEND

- NextDecade LNG, LLC Leased Property Boundary
- One Mile Radius
- Proposed Outfall Location
- Discharge Route
- Pond

LAGUNA VISTA, TX
2022

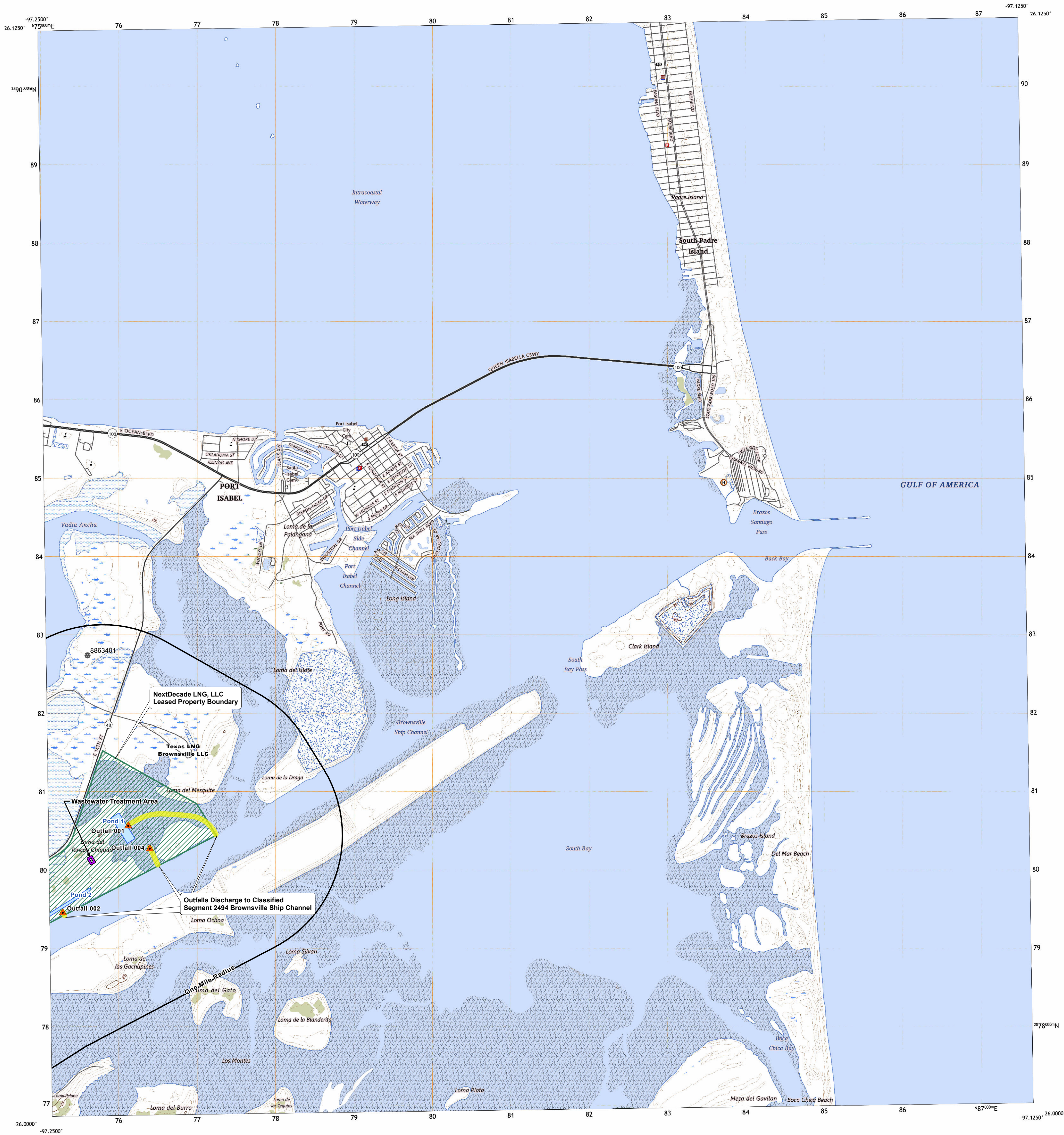


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

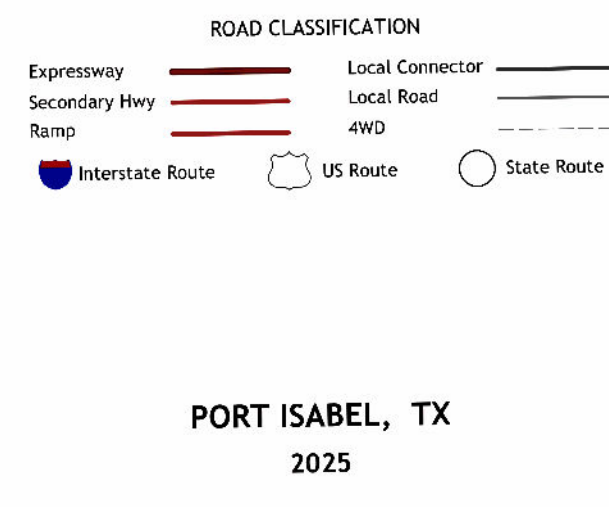
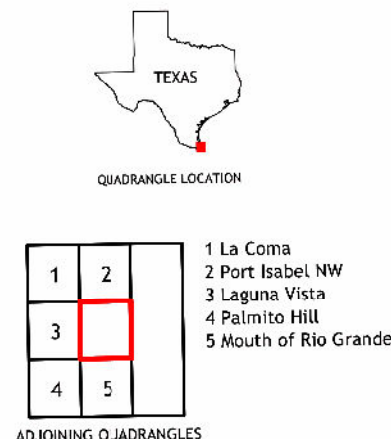
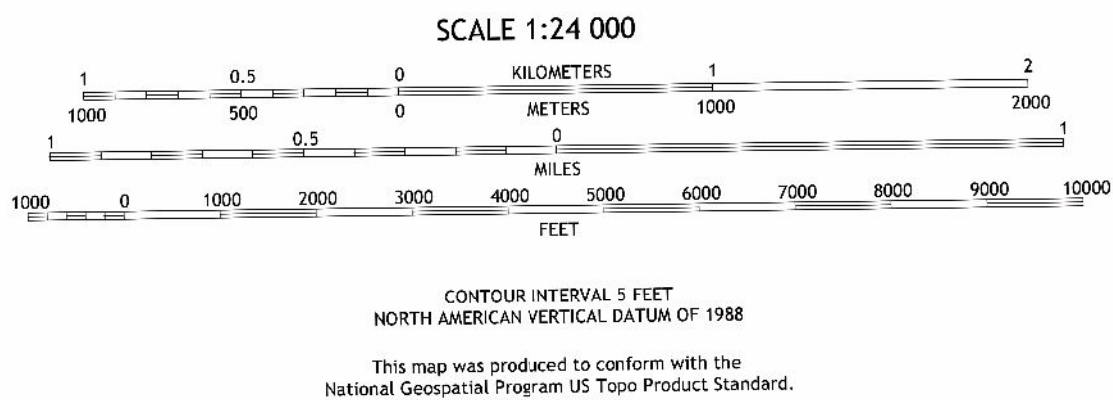
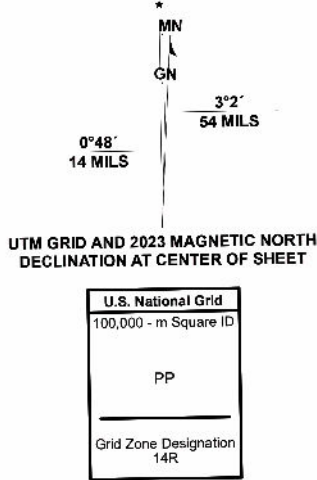
ATTACHMENT A-2
USGS Map Sheet 4



PORT ISABEL QUADRANGLE
TEXAS - CAMERON COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1000-meter grid: Universal Transverse Mercator, Zone 14R
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands with government
reservations may not be shown. Obtain permission before
entering private lands.
Imagery.....NAIP, November 2016 - January 2017
Roads.....U.S. Census Bureau, 2015
Names.....GNIS, 1979 - 2023
Hydrography.....National Hydrography Dataset, 2002 - 2018
Contours.....National Elevation Dataset, 2019
Boundaries.....Multiple sources; see metadata file, 2020 - 2022
Wetlands.....FWS National Wetlands Inventory Not Available



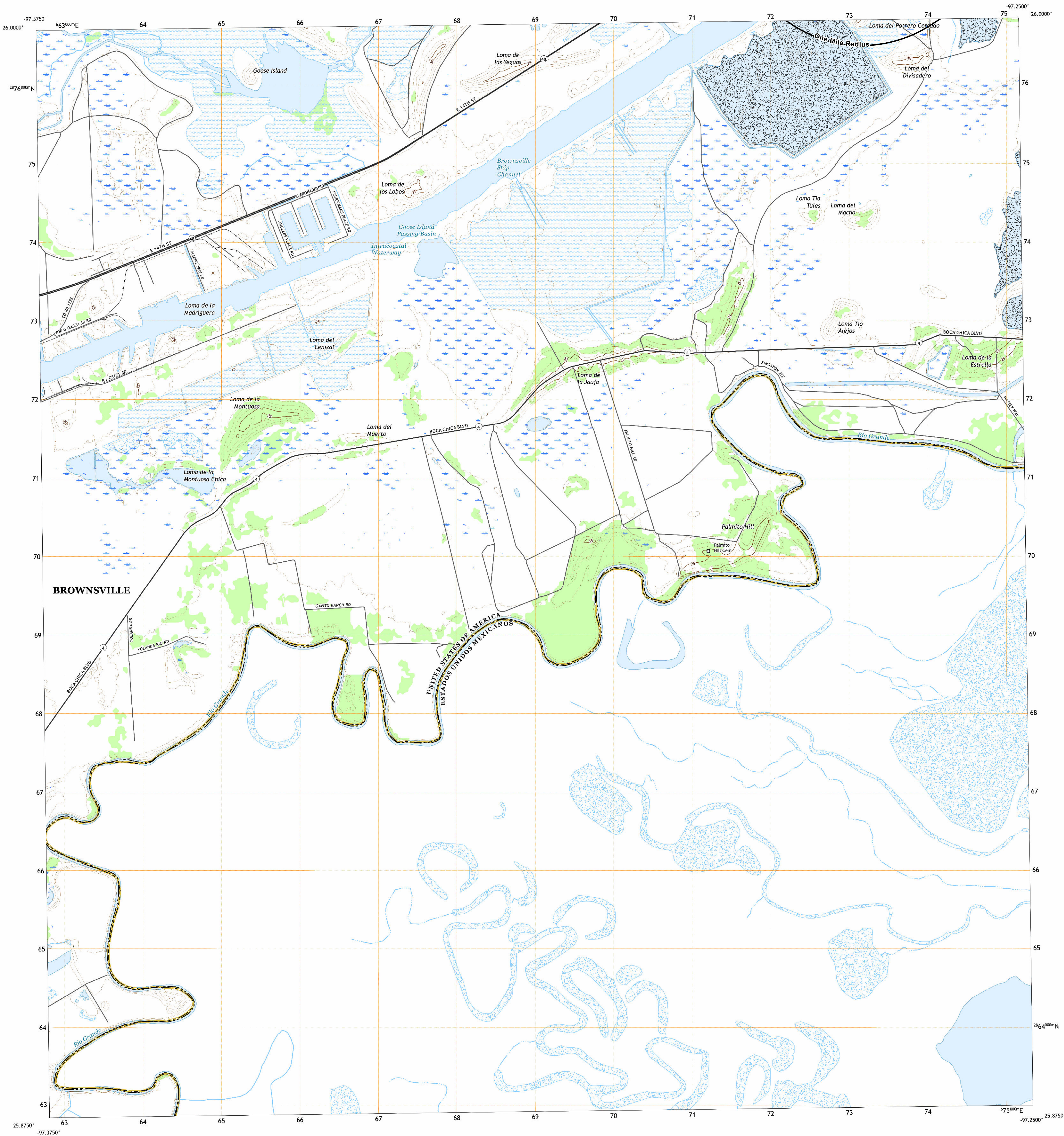
LEGEND
NextDecade LNG, LLC
Leased Property Boundary
One Mile Radius
Wastewater Treatment Area
Proposed Outfall Location
Discharge Route
Pond
Texas Water Development Board Well
Unused



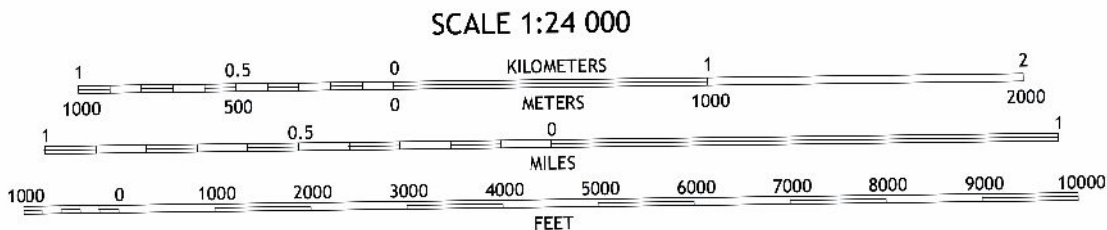
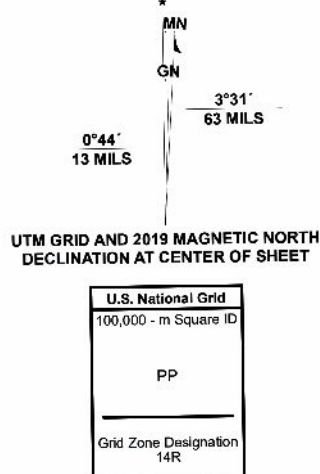
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

ATTACHMENT A-2
USGS Map Sheet 3
The National Map
US Topo

PALMITO HILL QUADRANGLE
TEXAS - CAMERON COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 14R
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.
Imagery.....NAIP, December 2016 - January 2017
Roads.....U.S. Census Bureau, 2015
Names.....GNS, 1979 - 2021
Hydrography.....National Hydrography Dataset, 2001 - 2018
Contours.....National Elevation Dataset, 2019
Boundaries.....Multiple sources; see metadata file 2019 - 2021
Wetlands.....FWS National Wetlands Inventory Not Available



CONTOUR INTERVAL 5 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



1	2	3
4	5	6
7	8	9









ADJOINING QUADRANGLES

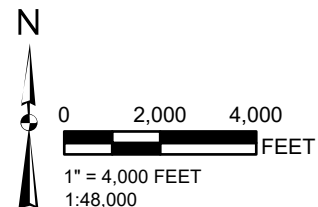
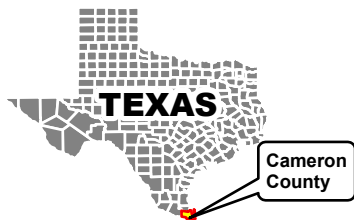
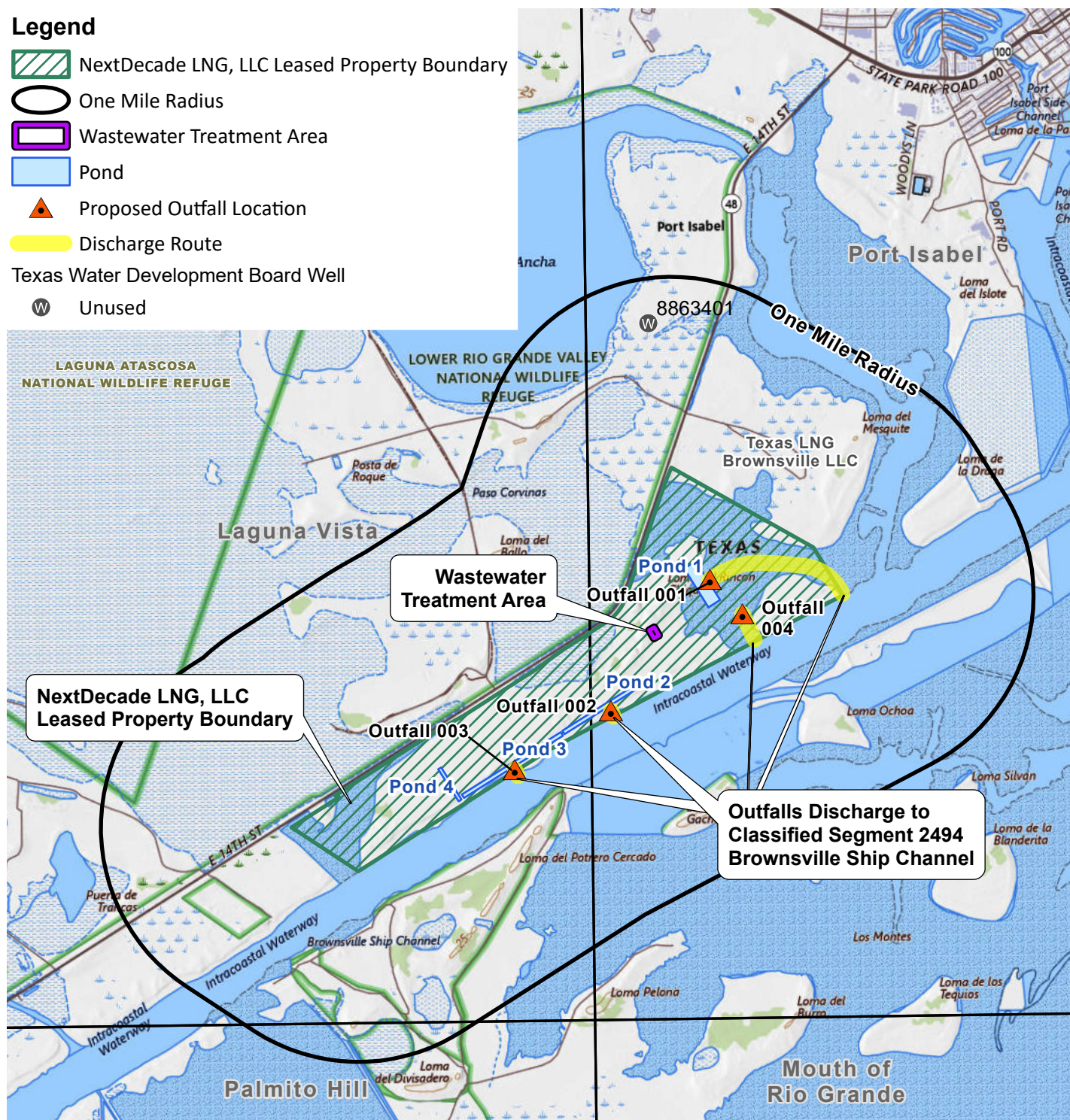
ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	4WD
Interstate Route	US Route
	State Route

LEGEND
One Mile Radius

PALMITO HILL, TX, TAM
2022

Legend

-  NextDecade LNG, LLC Leased Property Boundary
-  One Mile Radius
-  Wastewater Treatment Area
-  Pond
-  Proposed Outfall Location
-  Discharge Route
-  Texas Water Development Board Well
-  Unused

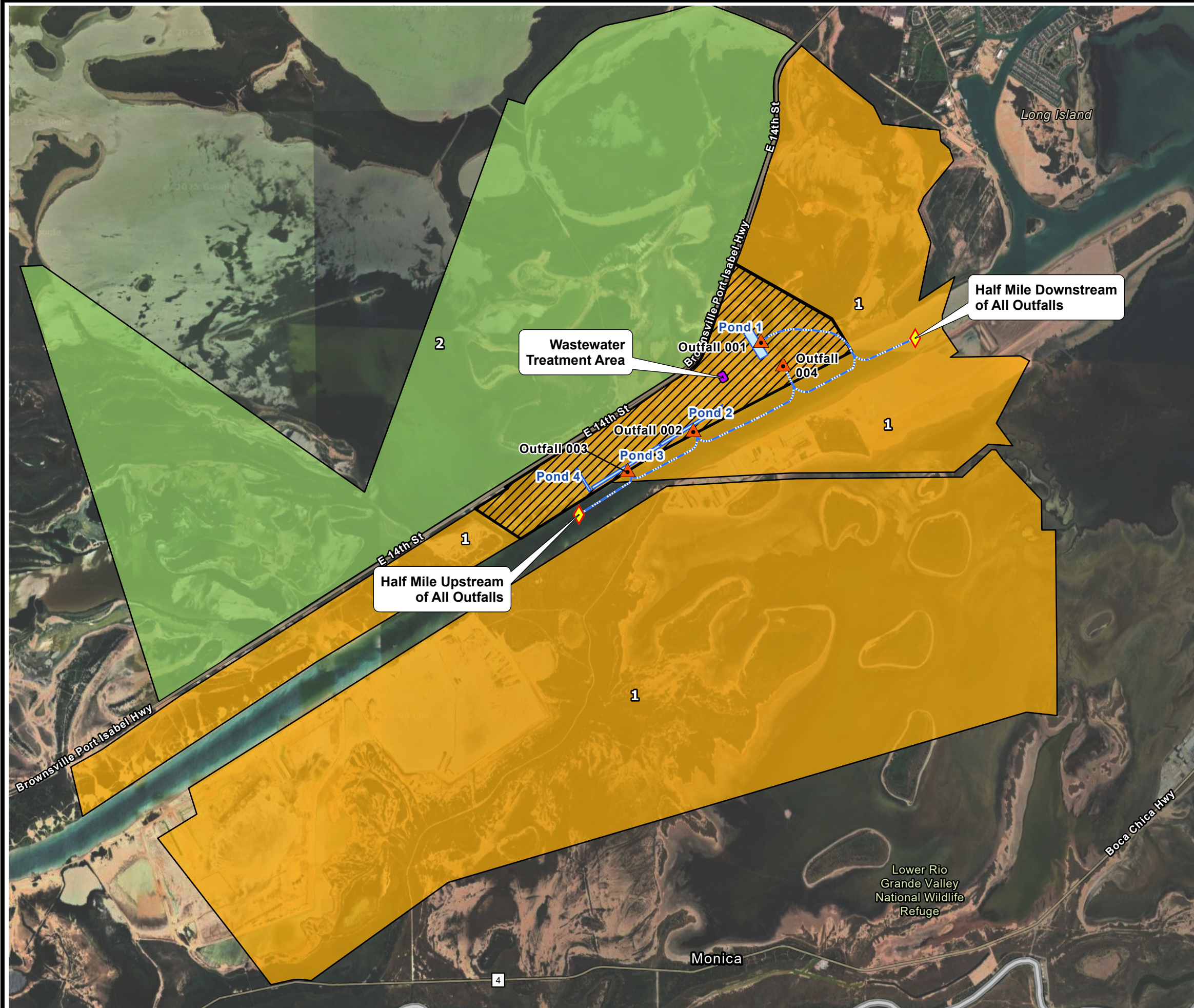


NEXTDECADE LNG, LLC

ATTACHMENT A-2 (SHEET 1)
USGS MAP

DRAWN BY:	S WILSON
APPROVED BY:	D KOCUREK
PROJECT NO:	TPDES 2025
FILE NO.	SPIF Map
DATE:	AUGUST 2025

C:_AD\ACCDocs\isitemap\c\Project Files\NextDecade LNG\TPDES 2025\ND LNG gis.aprx



LEGEND

NextDecade LNG, LLC Leased Property Boundary

Wastewater Treatment Area

Pond

Proposed Outfall Location

Discharge Route

Stream Marker

Adjacent Landowners

1 Brownsville Navigation District

2 U S Fish & Wildlife Service

Parcel Source:
Cameron County Appraisal District Parcel Data, July 2025



0 2,000 4,000
FEET

1:48,000

NEXTDECADE LNG, LLC

ATTACHMENT A-3-1 LANDOWNER MAP

DRAWN BY: S WILSON	SCALE: AS NOTED	PROJ. NO. TPDES 2025
CHECKED BY: D KOCUREK	DATE PRINTED: 8/4/2025	Adjacent Landowner
APPROVED BY: D KOCUREK	DATE: August 2025	



www.SiteMapLLC.com
Ph. 409-998-1834
Ph. 409-738-2133

ATTACHMENT A-3-2
Landowner List
NextDecade LNG, LLC

MAP ID	OWNER	ADDRESS	CITY	STATE	ZIP CODE
1	BROWNSVILLE NAVIGATION DISTRICT	PO BOX 3070	BROWNSVILLE	TX	78523-3070
2	U S FISH & WILDLIFE SERVICE REGION 2 DIVISION OF REALTY	PO BOX 1306	ALBUQUERQUE	NM	87103

8/4/25

BROWNSVILLE NAVIGATION
DISTRICT

PO BOX 3070

BROWNSVILLE TX 78523-3070

U S FISH & WILDLIFE SERVICE
REGION 2 DIVISION OF REALTY

PO BOX 1306

ALBUQUERQUE NM 87103

ATTACHMENT A-1 Outfall Photos

Photo Area Map



Photo 1 – Pond 1 Intake Structure



ATTACHMENT A-1

Outfall Photos

Photo 2 – Outfall 001 Headwall and Intake Structure



Photo 3 – Pond 2 Intake Structure



ATTACHMENT A-1

Outfall Photos

Photo 4 – Outfall 002 Headwall Structure



Photo 5 – Pond 3 Intake Structure



ATTACHMENT A-1

Outfall Photos

Photo 6 – Outfall 003 Headwall Structure



Photo 7 – Seawater Firewater Pump Structure (Outfall 004)

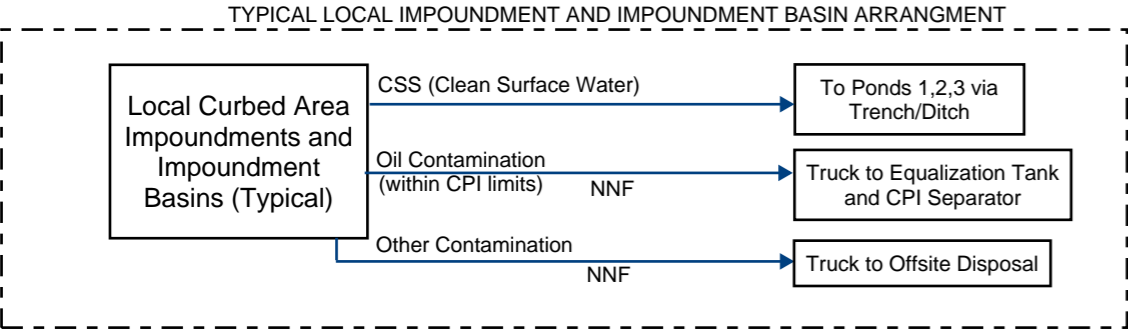


ATTACHMENT A-1

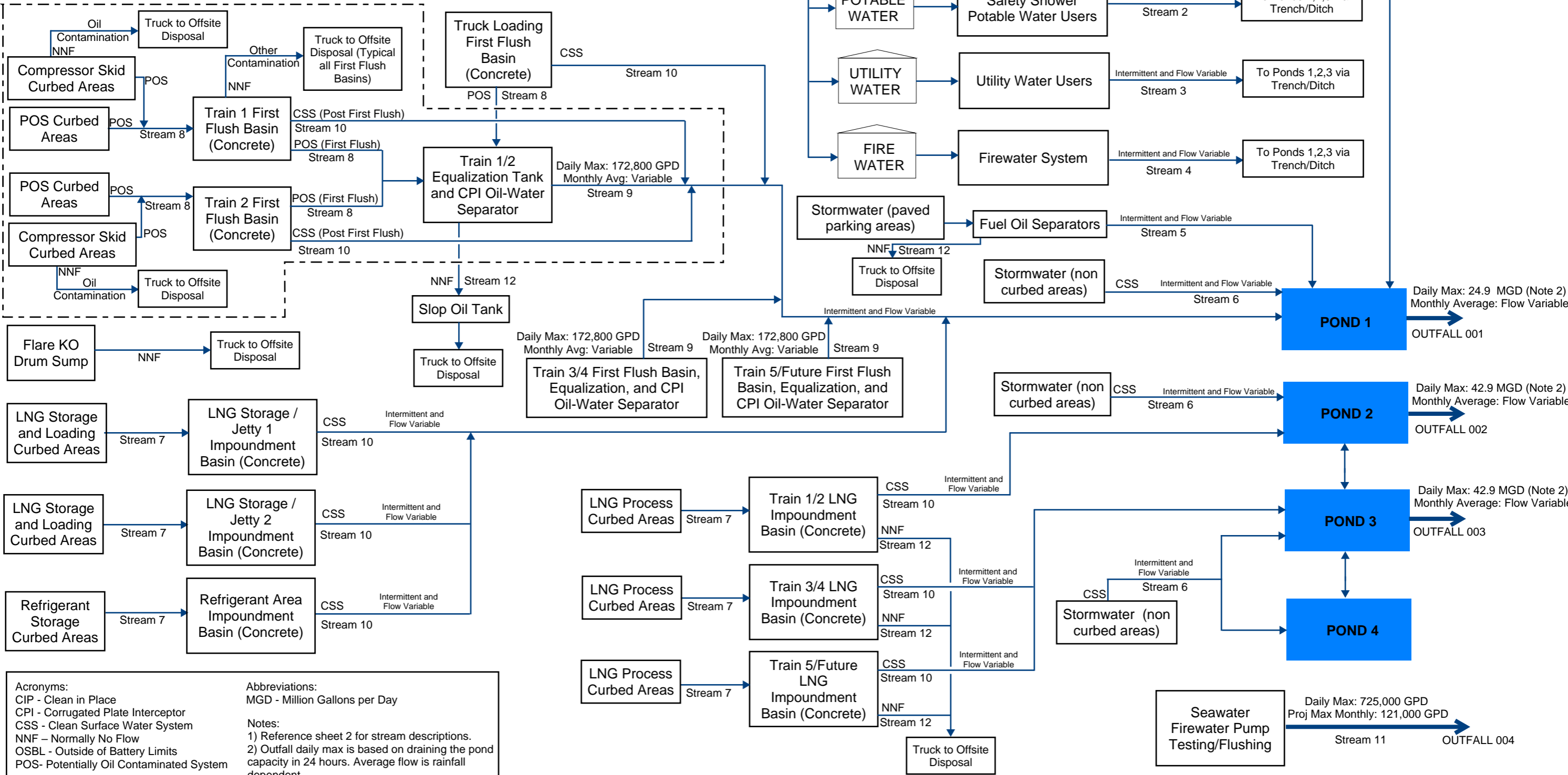
Outfall Photos

Photo 8 – Seawater Firewater Pump Structure (Outfall 004)





TYPICAL FIRST FLUSH BASIN, EQUALIZATION, CPI SEPARTOR ARRANGMENT



Acronyms:
CIP - Clean in Place
CPI - Corrugated Plate Interceptor
CSS - Clean Surface Water System
NNF - Normally No Flow
OSBL - Outside of Battery Limits
POS- Potentially Oil Contaminated System

Abbreviations:
MGD - Million Gallons per Day

Notes:
1) Reference sheet 2 for stream descriptions.
2) Outfall daily max is based on draining the pond capacity in 24 hours. Average flow is rainfall dependent.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

This form applies to TPDES permit applications only. (Instructions, Page 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

Do not refer to your response to any item in the permit application form. Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at WQ-ARPTeam@tceq.texas.gov or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: NextDecade LNG, LLC

Permit No. WQ00 (new permit)EPA ID No. TX N/A

2. Address of the project (or a location description that includes street/highway, city/vicinity, and county):

48326 State Highway 48, Port Isabel, Cameron County, Texas 78578-4134

3. Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Mr.

First and Last Name: Britt Richey

Credential (P.E, P.G., Ph.D., etc.): N/A

Title: Environmental Manager

Mailing Address: NextDecade LNG, LLC, 1000 Louisiana Street

City, State, Zip Code: Houston, TX 77002

Phone No.: 832-675-9095 Ext.: 154 Fax No.: N/A

E-mail Address: brichey@next-decade.com

4. List the county in which the facility is located: Cameron
5. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

Brownsville Navigation District of Cameron County, Texas

6. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

From Outfall 001 to unnamed mud flats, thence to Segment No. 2494 Brownsville Ship Channel. From Outfalls 002, 003, and 004 directly to Segment No. 2494 Brownsville Ship Channel.

7. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report).

See Attachment SPIF-2 USGS Map.

8. Provide original photographs of any structures 50 years or older on the property.

Archaeological surveys of a 1,000-acre parcel for the LNG Terminal site were completed, including the natural landforms (lomas) that are considered to have a high potential for containing archaeological sites, the locations of proposed geotechnical bore holes, and the locations of previously recorded archaeological sites. The survey included surface inspection and the excavation of 144 shovel test units. Many areas within the LNG Terminal site are comprised of dredged materials that were deposited during the channelization of the Brownsville Ship Channel; these areas possess little to no potential for containing cultural resources and were therefore not subject to shovel testing. The study area for indirect effects was defined as a 0.5-mile buffer around aboveground proposed structures, extended to a distance of up to 12 miles depending on topography and vegetation. The resulting report (Stotts and Carpenter, June 1, 2015) was provided to the FERC and the Texas SHPO. On March 30, 2016, the SHPO indicated a submerged survey was not necessary for the project. No new cultural resources were identified within the surveyed 1,000-acre area. Three previously

recorded archaeological sites (41CF8, 41CF135, and 41CF191) were revisited during surveys. Site 41CF8 had previously been listed on the NRHP; however, no intact deposits were identified in the project area, and therefore this portion of the site was recommended as non-contributing to NRHP eligibility. Sites 41CF135 and 41CF191 had no previous NRHP eligibility recommendations. No cultural materials were encountered at the locations of either site, and both sites were recommended as not eligible for the NRHP. RGLNG recommended no further work within the surveyed area. In a May 15, 2015 letter, the SHPO concurred with the survey results.

RGLNG provided a plan addressing the unanticipated discovery of cultural resources or human remains during construction to the FERC and SHPO. The FERC and the SHPO requested revisions to the plan. RGLNG submitted a revised plan, which both the FERC and SHPO concurred with on November 10, 2016.

9. Does your project involve any of the following? Check all that apply.

- ☒ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☐ Vibration effects during construction or as a result of project design
- ☒ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features
- ☒ Disturbance of vegetation or wetlands

Surface water resources at the LNG Terminal site were identified during field surveys completed in March, April, and November 2015; these surveys identified five wetland/special aquatic sites. Wetland delineations were performed in accordance with the Corps of Engineers' Wetlands Delineation Manual and the Atlantic and Gulf Coastal Plain regional supplement, and wetland boundaries were refined as a result of site visits with the USACE.

Approximately 63.2 acres of open water will be filled for construction of the terminal facilities, and approximately 93.6 acres of existing open water will be dredged for construction of a material offloading facility (MOF), marine berths, turning basin, firewater canal, and other marine facilities. Approximately 149.7 acres of special aquatic sites, including wetlands and mudflats, will be permanently filled or dredged for construction of the LNG Terminal. Of the 541 acres of aquatic resources within the LNG Terminal site, a total of 306.5 acres (56.6%) will be permanently dredged or filled to construct the LNG Terminal.

10. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

The LNG Terminal site design will include grading to two main platform elevations: an elevation of 10 feet NAVD 88 will be established throughout the majority of the site (including the LNG trains and ground flares), and a lower surface elevation of 9 feet NAVD 88 will be established for the area of the stormwater holding ponds and LNG storage tanks. The facility design will also include a storm surge protection levee surrounding the LNG Terminal site with elevations ranging from 17 to 19 feet NAVD 88. About 623,000 cubic yards of material will be excavated along the shoreline and within the Brownsville Ship Channel for the construction of the marine facilities. This material will be directly placed at the LNG Terminal site for fill where needed to meet the design elevations. About 203,000 cubic yards of material will be dredged from the material offloading facility (MOF) and either used as fill at the LNG Terminal site or pumped via temporary pipeline to an approved dredged material disposal site. About 7.3 mcy will be dredged from the marine berths and turning basin to provide adequate under keel clearance for LNG carriers. The remainder will be placed at approved dredged material placement sites using either a hydraulic dredge and temporary pipeline, a mechanical dredge, or a combination of both; a temporary pipeline, if required, will be placed on the channel bed and allowed to settle of its own weight. Dredging at the LNG Terminal site will be completed by RGLNG in coordination with the Brownsville Navigation District and the USACE and in accordance with permits issued by the USACE.

11. Describe existing disturbances, vegetation, and land use:

The LNG Terminal site will be on 984.2 acres of land owned by the Brownsville Navigation District along the northern embankment of the Brownsville Ship Channel in Cameron County. The original site was undeveloped and contains areas of dredge spoil from the original dredging of the Brownsville Ship Channel. The shrub/forest land at the LNG Terminal site is predominately south Texas Sandy Mesquite Dense Shrubland (138.3 acres), South Texas Loma Evergreen Shrubland (50.7 acres), and mangroves (19.8 acres); categorized as emergent scrub-shrub wetlands. The facility will utilize 761 acres of the site. Areas that will be impacted at the Terminal site are estuarine emergent wetlands (106.1 acres), estuarine scrub-shrub wetlands (4.0 acres), estuarine unconsolidated shore (39.6 acres), and open water (156.8 acres).

Additional note to Items 8-11 - A thorough evaluation was completed and documented in the Final Environmental Impact Statement (FEIS). Refer to FERC Docket No. CP16-454-000.

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS









1. List construction dates of all buildings and structures on the property:

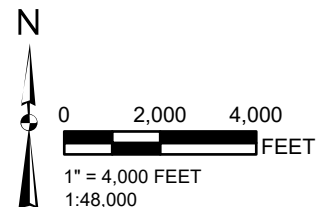
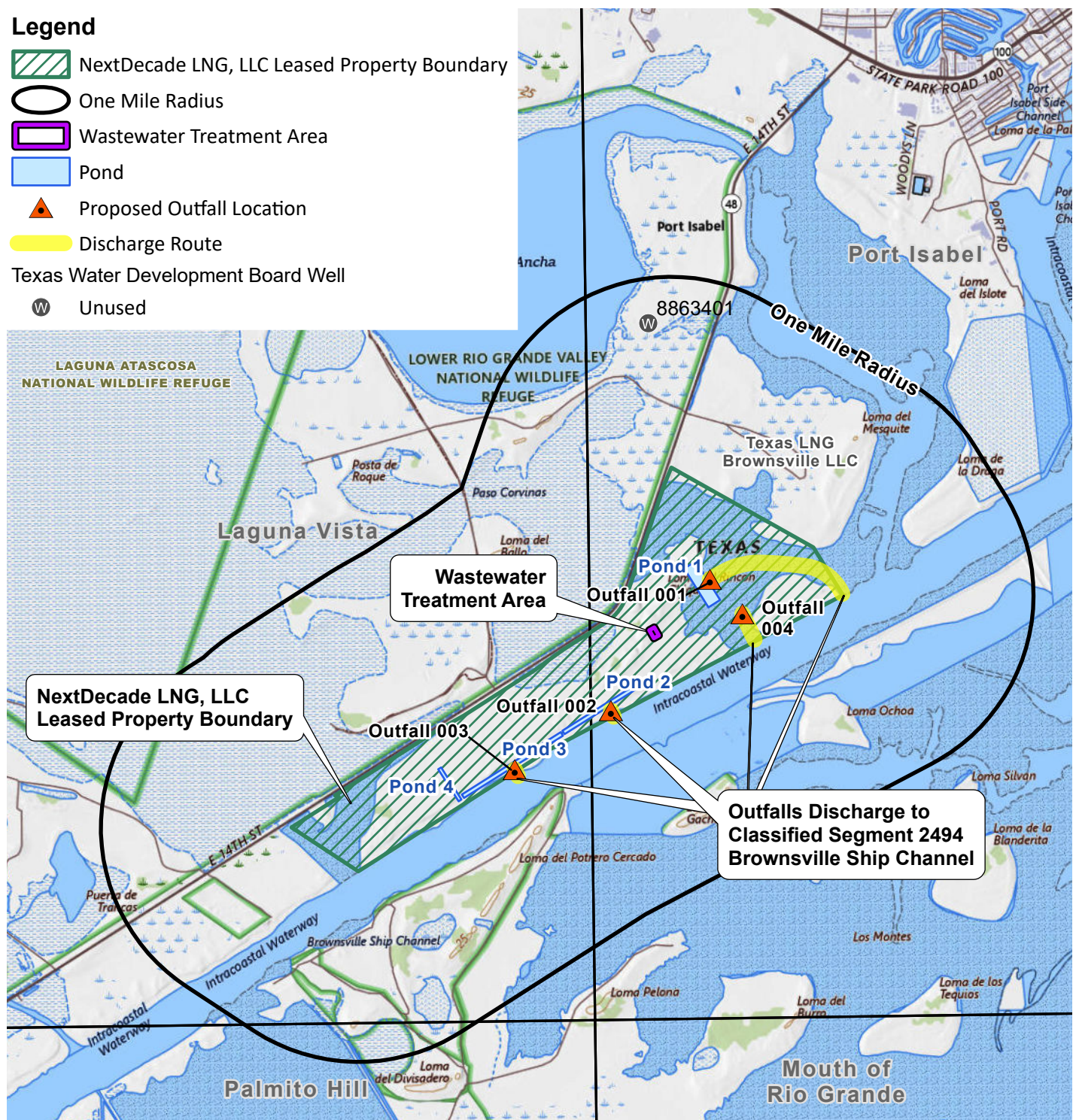
Prior to start of construction of the LNG Terminal, there were no buildings, aboveground structures, or utilities present. The closest residences are in Port Isabel and Laguna Heights, over 2.2 miles from the LNG Terminal site. The LNG Terminal site is bounded on the north and west by SH-48 and the Bahia Grande Channel, respectively. The Brownsville Ship Channel runs along the southern boundary of the parcel, while undeveloped land, including mud flats and shallow open water, frame the eastern boundary.

2. Provide a brief history of the property, and name of the architect/builder, if known.

The property is a greenfield site, formerly used for agriculture and placement of dredged material.

Legend

-  NextDecade LNG, LLC Leased Property Boundary
-  One Mile Radius
-  Wastewater Treatment Area
-  Pond
-  Proposed Outfall Location
-  Discharge Route
-  Texas Water Development Board Well
-  Unused



NEXTDECADE LNG, LLC

ATTACHMENT SPIF-2
USGS MAP

DRAWN BY:	S WILSON
APPROVED BY:	D KOCUREK
PROJECT NO:	TPDES 2025
FILE NO.	SPIF Map
DATE:	AUGUST 2025



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION

TECHNICAL REPORT 1.0

The following information is **required** for all applications for a TLAP or an individual TPDES discharge permit.

For **additional information** or clarification on the requested information, please refer to the [Instructions for Completing the Industrial Wastewater Permit Application](#)¹ available on the TCEQ website. Please contact the Industrial Permits Team at 512-239-4671 with any questions about this form.

If more than one outfall is included in the application, provide applicable information for each individual outfall. **If an item does not apply to the facility, enter N/A** to indicate that the item has been considered. Include separate reports or additional sheets as **clearly cross-referenced attachments** and provide the attachment number in the space provided for the item the attachment addresses.

NOTE: This application is for an industrial wastewater permit only. Additional authorizations from the TCEQ Waste Permits Division or the TCEQ Air Permits Division may be needed.

Item 1. Facility/Site Information (Instructions, Page 39)

- a. Describe the general nature of the business and type(s) of industrial and commercial activities. Include all applicable SIC codes (up to 4).

The Rio Grande LNG (RGLNG) Project is a natural gas liquefaction facility and liquefied natural gas (LNG) export terminal. Applicable SIC code is 4924 (Natural Gas Distribution).

- b. Describe all wastewater-generating processes at the facility.

See Attachment T-1 Facility Description.

- c. Provide a list of raw materials, major intermediates, and final products handled at the facility.

Materials List

Raw Materials	Intermediate Products	Final Products
Natural gas	N/A	Liquified natural gas (LNG)
		Stabilized condensate

Attachment: N/A

- d. Attach a facility map (drawn to scale) with the following information:

- Production areas, maintenance areas, materials-handling areas, waste-disposal areas, and water intake structures.

¹

https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html

- The location of each unit of the WWTP including the location of wastewater collection sumps, impoundments, outfalls, and sampling points, if significantly different from outfall locations.

Attachment: T-2 Overall Site Plan

- e. Is this a new permit application for an existing facility?

☐ Yes ☒ No

If **yes**, provide background discussion: N/A

- f. Is/will the treatment facility/disposal site be located above the 100-year frequency flood level.

☐ Yes ☒ No

List source(s) used to determine 100-year frequency flood plain: Civil Calculation Site Elevation Analysis for Storm Surge Events (Bechtel Document Number 26251-100-CDC-0000-00202, December 4, 2024)

If **no**, provide the elevation of the 100-year frequency flood plain and describe what protective measures are used/proposed to prevent flooding (including tail water and rainfall run-on controls) of the treatment facility and disposal area: An earthen levee with shore protection will be constructed around the facility perimeter. Four ponds within the levee will provide most of the storage required to maintain water levels below occupied building operational floors and point of support of critical equipment for 100-year and 500-year average recurrence interval (ARI) storm events. Pond outfalls will be provided with flap gates outside the levee and sluice gates on the inside to control any incoming and outgoing flows. A flood gate will be installed at the main site entrance.

Attachment: N/A

- g. For **new** or **major amendment** permit applications, will any construction operations result in a discharge of fill material into a water in the state?

☒ Yes ☐ No ☐ N/A (renewal only)

- h. If **yes** to Item 1.g, has the applicant applied for a USACE CWA Chapter 404 Dredge and Fill permit?

☒ Yes ☐ No

If **yes**, provide the permit number: SWG-2015-00114 (issued September 22, 2021, modification approved April 30, 2025)

If **no**, provide an approximate date of application submittal to the USACE: N/A

Item 2. Treatment System (Instructions, Page 40)

- a. List any physical, chemical, or biological treatment process(es) used/proposed to treat wastewater at this facility. Include a description of each treatment process, starting with initial treatment and finishing with the outfall/point of disposal.

See Attachment T-1 Facility Description.

- b. Attach a flow schematic **with a water balance** showing all sources of water and wastewater flow into the facility, wastewater flow into and from each treatment unit, and wastewater flow to each outfall/point of disposal.

Attachment: T-1 Facility Description, Figures 2A/B RGLNG Wastewater Block Flow Diagram

Item 3. Impoundments (Instructions, Page 40)

Does the facility use or plan to use any wastewater impoundments (e.g., lagoons or ponds?)

☒ Yes ☐ No

If **no**, proceed to Item 4. If **yes**, complete **Item 3.a** for **existing** impoundments and **Items 3.a - 3.e** for **new or proposed** impoundments. **NOTE:** See instructions, Pages 40-42, for additional information on the attachments required by Items 3.a - 3.e.

- a. Complete the table with the following information for each existing, new, or proposed impoundment. Attach additional copies of the Impoundment Information table, if needed.

Use Designation: Indicate the use designation for each impoundment as Treatment (T), Disposal (D), Containment (C), or Evaporation (E).

Associated Outfall Number: Provide an outfall number if a discharge occurs or will occur.

Liner Type: Indicate the liner type as Compacted clay liner (C), In-situ clay liner (I), Synthetic/plastic/rubber liner (S), or Alternate liner (A). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (A) is selected, include an attachment that provides a description of the alternate liner and any additional technical information necessary for an evaluation.

Leak Detection System: If any leak detection systems are in place/planned, enter **Y** for yes. Otherwise, enter **N** for no.

Groundwater Monitoring Wells and Data: If groundwater monitoring wells are in place/planned, enter **Y** for yes. Otherwise, enter **N** for no. Attach any existing groundwater monitoring data.

Dimensions: Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

Compliance with 40 CFR Part 257, Subpart D: If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter **Y** for yes. Otherwise, enter **N** for no.

Date of Construction: Enter the date construction of the impoundment commenced (mm/dd/yy).

Impoundment Information

Parameter	Pond 1	Pond 2	Pond 3	Pond 4
Use Designation: (T) (D) (C) or (E)	C	C	C	C
Associated Outfall Number	001	002	003	Discharges to Pond 3
Liner Type (C) (I) (S) or (A)	N/A	N/A	N/A	N/A
Alt. Liner Attachment Reference	N/A	N/A	N/A	N/A
Leak Detection System, Y/N	N	N	N	N
Groundwater Monitoring Wells, Y/N	N	N	N	N
Groundwater Monitoring Data Attachment	N/A	N/A	N/A	N/A
Pond Bottom Located Above The Seasonal High-Water Table, Y/N	N/A	N/A	N/A	N/A
Length (ft)	1248	2824 (See Note 1)	3269	1065
Width (ft)	366	112	112	96 (See Note 1)
Max Depth From Water Surface (ft), Not Including Freeboard	7.3	7.3	7.3	7.75
Freeboard (ft)	See Note 2	See Note 2	See Note 2	See Note 2
Surface Area (acres)	10.44	7.37	8.37	2.31
Storage Capacity (gallons)	See Note 2	See Note 2	See Note 2	See Note 2
40 CFR Part 257, Subpart D, Y/N	N	N	N	N
Date of Construction	Q3 2026	Q3 2026	Q3 2026	Q3 2026
Notes (1) Ponds are irregular shapes and not rectangular, so that length/width is approximate. (2) The ponds are normally operated at minimum water levels with greater than 2 feet of freeboard. Ponds have a minimum of 2 feet of freeboard during the design 10-year Average Recurrence Interval (ARI), 24-hour duration event. Pond storage capacity is represented as the maximum capacity of the ponds, designed for the 100-year ARI, 24-hour duration event.				

Attachment: N/A

The following information (**Items 3.b – 3.e**) is required only for **new or proposed** impoundments.

Ponds 1, 2, 3, and 4 are not designed to provide wastewater treatment; rather they are designed for hydraulic retention and controlled release to the Brownsville Ship Channel. The design of the LNG facility requires both a perimeter levee to protect against storm surges from the channel as well as collection of rainwater falling within the perimeter to prevent flooding of the facility. The ponds have been designed to temporarily hold this rainwater until water levels in the Brownsville Ship Channel subside to allow gravity drainage from the pond outfalls. In addition to stormwater, the ponds will receive utility wastewaters such as utility stations, fin-fan rinsing, and washdowns; Pond 1 will also receive utility wastewater from the demineralization unit. Wastewater treatment occurs upstream of the ponds as needed and includes pH neutralization, equalization, and oil/water separation. Because any necessary treatment is provided before the ponds, the water they contain will be acceptable for discharge and pond liners should not be required.

- b. For new or proposed impoundments, attach any available information on the following items. If attached, check **yes** in the appropriate box. Otherwise, check **no** or **not yet designed**.

1. Liner data

☐ Yes ☒ No ☐ Not yet designed

2. Leak detection system or groundwater monitoring data

☐ Yes ☒ No ☐ Not yet designed

3. Groundwater impacts

☐ Yes ☒ No ☐ Not yet designed

NOTE: Item b.3 is required if the bottom of the pond is not above the seasonal high-water table in the shallowest water-bearing zone.

Attachment: N/A

For TLAP applications: Items 3.c – 3.e are not required, continue to Item 4.

- c. Attach a USGS map or a color copy of original quality and scale which accurately locates and identifies all known water supply wells and monitor wells within ½-mile of the impoundments.

Attachment: N/A

- d. Attach copies of State Water Well Reports (e.g., driller's logs, completion data, etc.), and data on depths to groundwater for all known water supply wells including a description of how the depths to groundwater were obtained.

Attachment: N/A

- e. Attach information pertaining to the groundwater, soils, geology, pond liner, etc. used to assess the potential for migration of wastes from the impoundments or the potential for contamination of groundwater or surface water.

Attachment: N/A

Item 4. Outfall/Disposal Method Information (Instructions, Page 42)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge, and for each point of disposal for TLAP operations.

If there are more outfalls/points of disposal at the facility than the spaces provided, copies of pages 6 and/or numbered accordingly (i.e., page 6a, 6b, etc.) may be used to provide information on the additional outfalls.

For TLAP applications: Indicate the disposal method and each individual irrigation area **I**, evaporation pond **E**, or subsurface drainage system **S** by providing the appropriate letter designation for the disposal method followed by a numerical designation for each disposal area in the space provided for **Outfall** number (e.g. **E1** for evaporation pond 1, **I2** for irrigation area No. 2, etc.).

Outfall Longitude and Latitude

Outfall No.	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
001	26.03381	-97.23959
002	26.02352	-97.24871
003	26.01914	-97.25655
004	26.03066	-97.23720

Outfall Location Description

Outfall No.	Location Description
001	At the discharge from Pond 1
002	At the discharge from Pond 2
003	At the discharge from Pond 3
004	At the discharge from the firewater intake structure

Description of Sampling Point(s) (if different from Outfall location)

Outfall No.	Description of sampling point
001	Same as location
002	Same as location
003	Same as location
004	Same as location

Outfall Flow Information - Permitted and Proposed

Outfall No.	Permitted Daily Avg Flow (MGD)	Permitted Daily Max Flow (MGD)	Proposed Daily Avg Flow (MGD)	Proposed Daily Max Flow (MGD)	Anticipated Discharge Date (mm/dd/yy)
001	N/A	N/A	Intermittent and flow variable	Intermittent and flow variable	09/01/2026
002	N/A	N/A	Intermittent and flow variable	Intermittent and flow variable	09/01/2026
003	N/A	N/A	Intermittent and flow variable	Intermittent and flow variable	09/01/2026
004	N/A	N/A	0.121	0.725	09/01/2026

Outfall Discharge – Method and Measurement

Outfall No.	Pumped Discharge? Y/N	Gravity Discharge? Y/N	Type of Flow Measurement Device Used
001	N	Y	Estimate
002	N	Y	Estimate
003	N	Y	Estimate
004	Y	N	Estimate

Outfall Discharge – Flow Characteristics

Outfall No.	Intermittent Discharge? Y/N	Continuous Discharge? Y/N	Seasonal Discharge? Y/N	Discharge Duration (hrs/day)	Discharge Duration (days/mo)	Discharge Duration (mo/yr)
001	Y	N	N	Variable	Variable	Variable
002	Y	N	N	Variable	Variable	Variable
003	Y	N	N	Variable	Variable	Variable
004	Y	N	N	2 hr/day*	10 day/mon*	12

* Outfall 004 seawater firewater pump testing assumes each of two pumps tested one hour, five times a month.

Outfall Wastestream Contributions**Outfall No. All Outfalls**

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
<u>See Attachment T-1 Facility Description, Table 2 Outfall Wastewaters.</u>		

Attachment: N/A

Item 5. Blowdown and Once-Through Cooling Water Discharges (Instructions, Page 43)

a. Indicate if the facility currently or proposes to:

- ☐ Yes ☒ No Use cooling towers that discharge blowdown or other wastestreams
- ☐ Yes ☒ No Use boilers that discharge blowdown or other wastestreams
- ☐ Yes ☒ No Discharge once-through cooling water

NOTE: If the facility uses or plans to use cooling towers or once-through cooling water, Item 12 **is required**.

b. If **yes** to any of the above, attach an SDS with the following information for each chemical additive.

- Manufacturers Product Identification Number
- Product use (e.g., biocide, fungicide, corrosion inhibitor, etc.)
- Chemical composition including CASRN for each ingredient
- Classify product as non-persistent, persistent, or bioaccumulative
- Product or active ingredient half-life
- Frequency of product use (e.g., 2 hours/day once every two weeks)
- Product toxicity data specific to fish and aquatic invertebrate organisms
- Concentration of whole product or active ingredient, as appropriate, in wastestream.

In addition to each SDS, attach a summary of the above information for each specific wastestream and the associated chemical additives. Specify which outfalls are affected.

Attachment: N/A – Specific treatment chemicals for water/wastewater treatment have not been finalized yet (for example, chemicals used in the demineralization unit). SDSs will be provided when known.

c. Cooling Towers and Boilers

If the facility currently or proposes to use cooling towers or boilers that discharge blowdown or other wastestreams to the outfall(s), complete the following table.

Cooling Towers and Boilers

Type of Unit	Number of Units	Daily Avg Blowdown (gallons/day)	Daily Max Blowdown (gallons/day)
Cooling Towers	0	N/A	N/A
Boilers	0	N/A	N/A

Item 6. Stormwater Management (Instructions, Page 44)

Will any existing/proposed outfalls discharge stormwater associated with industrial activities, as defined at 40 CFR § 122.26(b)(14), commingled with any other wastestream?

- ☒ Yes ☐ No

If **yes**, briefly describe the industrial processes and activities that occur outdoors or in a manner which may result in exposure of the activities or materials to stormwater: See Attachment T-1 Facility Description.

Item 7. Domestic Sewage, Sewage Sludge, and Septage Management and Disposal (Instructions, Page 44)

Domestic Sewage - Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

- a. Check the box next to the appropriate method of domestic sewage and domestic sewage sludge treatment or disposal. Complete Worksheet 5.0 or Item 7.b if directed to do so.
- ☒ Domestic sewage is routed (i.e., connected to or transported to) to a WWTP permitted to receive domestic sewage for treatment, disposal, or both. Complete Item 7.b.
 - ☐ Domestic sewage disposed of by an on-site septic tank and drainfield system. Complete Item 7.b.
 - ☐ Domestic and industrial treatment sludge ARE commingled prior to use or disposal.
 - ☐ Industrial wastewater and domestic sewage are treated separately, and the respective sludge IS NOT commingled prior to sludge use or disposal. Complete Worksheet 5.0.
 - ☐ Facility is a POTW. Complete Worksheet 5.0.
 - ☐ Domestic sewage is not generated on-site.
 - ☒ Other (e.g., portable toilets), specify and Complete Item 7.b: Some domestic wastewater may be collected in on-site portable toilets during construction/maintenance work and will be transported off-site for treatment.
- b. Provide the name and TCEQ, NPDES, or TPDES Permit No. of the waste-disposal facility which receives the domestic sewage/septage. If hauled by motorized vehicle, provide the name and TCEQ Registration No. of the hauler.

Domestic Sewage Plant/Hauler Name

Plant/Hauler Name	Permit / Registration No.
Brownsville Navigation District	WQ0010332001
Domestic wastewater from portable toilets will be transported by TCEQ registered haulers to TCEQ permitted wastewater facilities. Specific receiving facilities and transporters have not yet been selected.	

Item 8. Improvements or Compliance/Enforcement Requirements (Instructions, Page 45)

- a. Is the permittee currently required to meet any implementation schedule for compliance or enforcement?
- ☐ Yes ☒ No
- b. Has the permittee completed or planned for any improvements or construction projects?
- ☐ Yes ☒ No

- c. If **yes** to either 8.a or 8.b, provide a brief summary of the requirements and a status update: N/A

Item 9. Toxicity Testing (Instructions, Page 45)

Have any biological tests for acute or chronic toxicity been made on any of the discharges or on a receiving water in relation to the discharge within the last three years?

☐ Yes ☒ No

If **yes**, identify the tests and describe their purposes: N/A

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA. **Attachment:** N/A

Item 10. Off-Site/Third Party Wastes (Instructions, Page 45)

- a. Does or will the facility receive wastes from off-site sources for treatment at the facility, disposal on-site via land application, or discharge via a permitted outfall?

☐ Yes ☒ No

If **yes**, provide responses to Items 10.b through 10.d below.

If **no**, proceed to Item 11.

- b. Attach the following information to the application:

- List of wastes received (including volumes, characterization, and capability with on-site wastes).
- Identify the sources of wastes received (including the legal name and addresses of the generators).
- Description of the relationship of waste source(s) with the facility's activities.

Attachment: N/A

- c. Is or will wastewater from another TCEQ, NPDES, or TPDES permitted facility commingled with this facility's wastewater after final treatment and prior to discharge via the final outfall/point of disposal?

☒ Yes ☐ No

If **yes**, provide the name, address, and TCEQ, NPDES, or TPDES permit number of the contributing facility and a copy of any agreements or contracts relating to this activity.

Attachment: T-1 Facility Description, Concrete Production Wastewater and Construction Stormwater

- d. Is this facility a POTW that accepts/will accept process wastewater from any SIU and has/is required to have an approved pretreatment program under the NPDES/TPDES program?

☐ Yes ☒ No

If **yes**, **Worksheet 6.0** of this application **is required**.

Item 11. Radioactive Materials (Instructions, Page 46)

- a. Are/will radioactive materials be mined, used, stored, or processed at this facility?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L.

Radioactive Materials Mined, Used, Stored, or Processed

Radioactive Material Name	Concentration (pCi/L)
N/A	

- b. Does the applicant or anyone at the facility have any knowledge or reason to believe that radioactive materials may be present in the discharge, including naturally occurring radioactive materials in the source waters or on the facility property?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L. Do not include information provided in response to Item 11.a.

Radioactive Materials Present in the Discharge

Radioactive Material Name	Concentration (pCi/L)
N/A	

Item 12. Cooling Water (Instructions, Page 46)

- a. Does the facility use or propose to use water for cooling purposes?

☐ Yes

☒ No

☐ Decommissioned: N/A

☐ To Be Decommissioned: N/A

If **yes**, complete Items 12.b thru 12.f. If **no**, stop here.

If **decommissioned**, provide the date operation ceased and stop here.

If to **be decommissioned**, provide the date operation is anticipated to cease and stop here.

- b. Cooling water is/will be obtained from a groundwater source (e.g., on-site well).

☐ Yes ☐ No

If **yes**, stop here. If **no**, continue.

c. Cooling Water Supplier

1. Provide the name of the owner(s) and operator(s) for the CWIS that supplies or will supply water for cooling purposes to the facility.

Cooling Water Intake Structure(s) Owner(s) and Operator(s)

CWIS ID	N/A			
Owner	N/A			
Operator	N/A			

2. Cooling water is/will be obtained from a Public Water Supplier (PWS)

☐ No ☐ Yes; PWS No.: N/A

If **no**, continue. If **yes**, provide the PWS Registration No. and stop here.

3. Cooling water is/will be obtained from a reclaimed water source?

☐ No ☐ Yes; Auth No.: N/A

If **no**, continue. If **yes**, provide the Reuse Authorization No. and stop here.

4. Cooling water is/will be obtained from an Independent Supplier

☐ No ☐ Yes; AIF: N/A

If **no**, proceed to Item 12.d. If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes and proceed.

d. 316(b) General Criteria

1. The CWIS(s) used to provide water for cooling purposes to the facility has or will have a cumulative design intake flow of 2 MGD or greater.

☐ Yes ☐ No

2. At least 25% of the total water withdrawn by the CWIS(s) is/will be used at the facility exclusively for cooling purposes on an annual average basis.

☐ Yes ☐ No

3. The CWIS(s) withdraw(s)/propose(s) to withdraw water for cooling purposes from surface waters that meet the definition of Waters of the United States in *40 CFR § 122.2*.

☐ Yes ☐ No. Explanation: N/A

If **no**, provide an explanation of how the waterbody does not meet the definition of Waters of the United States in *40 CFR § 122.2*.

If **yes** to all three questions in Item 12.d, the facility **meets** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA. Proceed to **Item 12.f**.

If **no** to any of the questions in Item 12.d, the facility **does not meet** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA; however, a determination is required based upon BPJ. Proceed to **Item 12.e**.

- e. The facility does not meet the minimum requirements to be subject to the fill requirements of Section 316(b) **and uses/proposes to use cooling towers.**

☐ Yes ☐ No

If **yes**, stop here. If **no**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ.

f. Oil and Gas Exploration and Production

1. The facility is subject to requirements at 40 CFR Part 435, Subparts A or D.

☐ Yes ☐ No

If **yes**, continue. If **no**, skip to Item 12.g.

2. The facility is an existing facility as defined at 40 CFR § 125.92(k) or a new unit at an existing facility as defined at 40 CFR § 125.92(u).

☐ Yes ☐ No

If **yes**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.3.

g. Compliance Phase and Track Selection

1. Phase I – New facility subject to 40 CFR Part 125, Subpart I

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection, attach the requested information, and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I – AIF greater than 2 MGD, but less than 10 MGD

- Attach information required by *40 CFR §§ 125.86(b)(2)-(4)*.

☐ Track I – AIF greater than 10 MGD

- Attach information required by *40 CFR § 125.86(b)*.

☐ Track II

- Attach information required by *40 CFR § 125.86(c)*.

Attachment: N/A

2. Phase II – Existing facility subject to 40 CFR Part 125, Subpart J

☐ Yes ☐ No

If **yes**, complete Worksheets 11.0 through 11.3, as applicable.

3. Phase III – New facility subject to 40 CFR Part 125, Subpart N

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection and provide the requested information.

☐ Track I – Fixed facility

- Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.
- ☐ Track I – Not a fixed facility
 - Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Item 2 (except CWIS latitude/longitude under Item 2.a).
- ☐ Track II – Fixed facility
 - Attach information required by 40 CFR § 125.136(c) and complete Worksheet 11.0, Items 2 and 3.

Attachment: N/A

Item 13. Permit Change Requests (Instructions, Page 48)

This item is only applicable to existing permitted facilities.

N/A – application for new permit.

- a. Is the facility requesting a **major amendment** of an existing permit?

☐ Yes ☒ No

If **yes**, list each request individually and provide the following information: 1) detailed information regarding the scope of each request and 2) a justification for each request. Attach any supplemental information or additional data to support each request.

N/A

- b. Is the facility requesting any **minor amendments** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

N/A

- c. Is the facility requesting any **minor modifications** to the permit?

☐ Yes ☒ No

If **yes**, list and describe each change individually.

N/A

Item 14. Laboratory Accreditation (Instructions, Page 49)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
 - periodically inspected by the TCEQ; or
 - located in another state and is accredited or inspected by that state; or
 - performing work for another company with a unit located in the same site; or
 - performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review *30 TAC Chapter 25* for specific requirements.

The following certification statement shall be signed and submitted with every application. See the *Signature Page* section in the Instructions, for a list of designated representatives who may sign the certification.

N/A - This will be a new permit and outfall discharges do not exist yet for sampling. Effluent quality in Worksheet 2 is based on estimates only.

CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: N/A

Title: N/A

Signature: _____

Date: _____

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 1.0: EPA CATEGORICAL EFFLUENT GUIDELINES

This worksheet **is required** for all applications for TPDES permits for discharges of wastewaters subject to EPA categorical effluent limitation guidelines (ELGs).

Item 1. Categorical Industries (Instructions, Page 53)

Is this facility subject to any 40 CFR categorical ELGs outlined on page 53 of the instructions?

☐ Yes ☒ No

If **no**, this worksheet is not required. If **yes**, provide the appropriate information below.

40 CFR Effluent Guideline

Industry	40 CFR Part
N/A	

Item 2. Production/Process Data (Instructions, Page 54)

NOTE: For all TPDES permit applications requesting individual permit coverage for discharges of oil and gas exploration and production wastewater (discharges into or adjacent to water in the state, falling under the Oil and Gas Extraction Effluent Guidelines – 40 CFR Part 435), see Worksheet 12.0, Item 2 instead.

a. Production Data

Provide appropriate data for effluent guidelines with production-based effluent limitations.

Production Data

Subcategory	Actual Quantity/Day	Design Quantity/Day	Units
N/A			

b. Organic Chemicals, Plastics, and Synthetic Fibers Manufacturing Data (40 CFR Part 414)

Provide each applicable subpart and the percent of total production. Provide data for metal-bearing and cyanide-bearing wastestreams, as required by *40 CFR Part 414, Appendices A and B*.

Percentage of Total Production

Subcategory	Percent of Total Production	Appendix A and B - Metals	Appendix A - Cyanide
N/A			

c. Refineries (40 CFR Part 419)

Provide the applicable subcategory and a brief justification.

N/A

Item 3. Process/Non-Process Wastewater Flows (Instructions, Page 54)

Provide a breakdown of wastewater flow(s) generated by the facility, including both process and non-process wastewater flow(s). Specify which wastewater flows are to be authorized for discharge under this permit and the disposal practices for wastewater flows, excluding domestic, which are not to be authorized for discharge under this permit.

See Attachment T-1 Facility Description, Table 2 Outfall Wastewaters.

Item 4. New Source Determination (Instructions, Page 54)

Provide a list of all wastewater-generating processes subject to EPA categorical ELGs, identify the appropriate guideline Part and Subpart, and provide the date the process/construction commenced.

Wastewater Generating Processes Subject to Effluent Guidelines

Process	EPA Guideline Part	EPA Guideline Subpart	Date Process/Construction Commenced
N/A			

INDUSTRIAL WASTEWATER PERMIT APPLICATION WORKSHEET 2.0: POLLUTANT ANALYSIS

Worksheet 2.0 is **required** for all applications submitted for a TPDES permit. Worksheet 2.0 is not required for applications for a permit to dispose of all wastewater by land disposal or for discharges solely of stormwater associated with industrial activities.

Item 1. General Testing Requirements (Instructions, Page 55)

- a. Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): N/A – Estimates provided for outfall effluent quality.
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Read the general testing requirements in the instructions for important information about sampling, test methods, and MALs. If a contact laboratory was used, attach a list which includes the name, contact information, and pollutants analyzed for each laboratory/firm.
Attachment: N/A

Item 2. Specific Testing Requirements (Instructions, Page 56)

Attach correspondence from TCEQ approving submittal of less than the required number of samples, if applicable. **Attachment:** N/A

TABLE 1 and TABLE 2 (Instructions, Page 58)

Completion of Tables 1 and 2 is required for all external outfalls for all TPDES permit applications.

Table 1 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Average (mg/L)	Maximum (mg/L)		
<i>These are proposed outfalls. Values are estimates.</i>				
BOD (5-day)	<30	<50		
CBOD (5-day)	<30	<50		
Chemical oxygen demand	<200	<300		
Total organic carbon	<50	<75		
Dissolved oxygen	>2	>2		
Ammonia nitrogen	<10	<20		
Total suspended solids	<30	<50		
Nitrate nitrogen	<5	<10		
Total organic nitrogen	<5	<5		
Total phosphorus	<2	<5		
Oil and grease	<10	<15		
Total residual chlorine	<0.1	<0.1		
Total dissolved solids	<6000	<7000		
Sulfate	<1500	<3000		
Chloride	<1000	<1500		

Pollutant	Average (mg/L)	Maximum (mg/L)		
Fluoride	<10	<15		
Total alkalinity (mg/L as CaCO ₃)	<750	<1000		
Temperature (°F)	ambient	ambient		
pH (standard units)	-	6.5-9.0		

Table 2 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)
<i>These are proposed outfalls. Values are estimates.</i>					
Aluminum, total	<1000	<1000			2.5
Antimony, total	<5	<5			5
Arsenic, total	<5	<5			0.5
Barium, total	<2000	<2000			3
Beryllium, total	<0.5	<0.5			0.5
Cadmium, total	<1	<1			1
Chromium, total	<30	<50			3
Chromium, hexavalent	<3	<3			3
Chromium, trivalent	<30	<50			N/A
Copper, total	<30	<50			2
Cyanide, available	<10	<10			2/10
Lead, total	<10	<10			0.5
Mercury, total	<0.5	<0.5			0.005/0.0005
Nickel, total	<10	<10			2
Selenium, total	<5	<5			5
Silver, total	<0.5	<0.5			0.5
Thallium, total	<0.5	<0.5			0.5
Zinc, total	<100	<100			5.0

TABLE 3 (Instructions, Page 58)

Completion of Table 3 is required for all **external outfalls** which discharge process wastewater.

Partial completion of Table 3 is required for all **external outfalls** which discharge non-process wastewater and stormwater associated with industrial activities commingled with other wastestreams (see instructions for additional guidance).

Table 3 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)*
<i>These are proposed outfalls. Values are estimates.</i>					
Acrylonitrile	<50	<50			50
Anthracene	<10	<10			10
Benzene	<10	<10			10
Benidine	<50	<50			50
Benzo(a)anthracene	<5	<5			5
Benzo(a)pyrene	<5	<5			5
Bis(2-chloroethyl)ether	<10	<10			10
Bis(2-ethylhexyl)phthalate	<10	<10			10

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)*
Bromodichloromethane [Dichlorobromomethane]	<30	<50			10
Bromoform	<30	<50			10
Carbon tetrachloride	<2	<2			2
Chlorobenzene	<10	<10			10
Chlorodibromomethane [Dibromochloromethane]	<10	<10			10
Chloroform	<30	<50			10
Chrysene	<5	<5			5
m-Cresol [3-Methylphenol]	<10	<10			10
o-Cresol [2-Methylphenol]	<10	<10			10
p-Cresol [4-Methylphenol]	<10	<10			10
1,2-Dibromoethane	<10	<10			10
m-Dichlorobenzene [1,3-Dichlorobenzene]	<10	<10			10
o-Dichlorobenzene [1,2-Dichlorobenzene]	<10	<10			10
p-Dichlorobenzene [1,4-Dichlorobenzene]	<10	<10			10
3,3'-Dichlorobenzidine	<5	<5			5
1,2-Dichloroethane	<10	<10			10
1,1-Dichloroethene [1,1-Dichloroethylene]	<10	<10			10
Dichloromethane [Methylene chloride]	<20	<20			20
1,2-Dichloropropane	<10	<10			10
1,3-Dichloropropene [1,3-Dichloropropylene]	<10	<10			10
2,4-Dimethylphenol	<10	<10			10
Di-n-Butyl phthalate	<10	<10			10
Epichlorohydrin (1-Chloro-2,3-epoxypropane)	<10	<10			---
Ethylbenzene	<10	<10			10
Ethylene Glycol	<2000	<2000			---
Fluoride	<10000	<15000			500
Hexachlorobenzene	<5	<5			5
Hexachlorobutadiene	<10	<10			10
Hexachlorocyclopentadiene	<10	<10			10
Hexachloroethane	<20	<20			20
4,4'-Isopropylidenediphenol (bisphenol A)	<10	<10			1
Methyl ethyl ketone	<50	<50			50
Methyl tert-butyl ether (MTBE)	<10	<10			---
Nitrobenzene	<10	<10			10
N-Nitrosodiethylamine	<20	<20			20
N-Nitroso-di-n-butylamine	<20	<20			20
Nonylphenol	<10	<10			333
Pentachlorobenzene	<20	<20			20

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)*
Pentachlorophenol	<5	<5			5
Phenanthrene	<10	<10			10
Polychlorinated biphenyls (PCBs) (**)	<0.2	<0.2			0.2
Pyridine	<20	<20			20
1,2,4,5-Tetrachlorobenzene	<20	<20			20
1,1,2,2-Tetrachloroethane	<10	<10			10
Tetrachloroethene [Tetrachloroethylene]	<10	<10			10
Toluene	<10	<10			10
1,1,1-Trichloroethane	<10	<10			10
1,1,2-Trichloroethane	<10	<10			10
Trichloroethene [Trichloroethylene]	<10	<10			10
2,4,5-Trichlorophenol	<50	<50			50
TTHM (Total trihalomethanes)	<10	<10			10
Vinyl chloride	<10	<10			10

(*) Indicate units if different from µg/L.

(**) Total of detects for PCB-1242, PCB-1254, PCB-1221, PCB-1232, PCB-1248, PCB-1260, and PCB-1016. If all non-detects, enter the highest non-detect preceded by a "<".

TABLE 4 (Instructions, Pages 58-59)

Partial completion of Table 4 **is required** for each **external outfall** based on the conditions below.

a. Tributyltin

Is this facility an industrial/commercial facility which currently or proposes to directly dispose of wastewater from the types of operations listed below or a domestic facility which currently or proposes to receive wastewater from the types of industrial/commercial operations listed below?

☐ Yes ☒ No

If **yes**, check the box next to each of the following criteria which apply and provide the appropriate testing results in Table 4 below (check all that apply).

- ☐ Manufacturers and formulators of tributyltin or related compounds.
- ☐ Painting of ships, boats and marine structures.
- ☐ Ship and boat building and repairing.
- ☐ Ship and boat cleaning, salvage, wrecking and scaling.
- ☐ Operation and maintenance of marine cargo handling facilities and marinas.
- ☐ Facilities engaged in wood preserving.
- ☐ Any other industrial/commercial facility for which tributyltin is known to be present, or for which there is any reason to believe that tributyltin may be present in the effluent.

b. Enterococci (discharge to saltwater)

This facility discharges/proposes to discharge directly into saltwater receiving waters **and** Enterococci bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

c. E. coli (discharge to freshwater)

This facility discharges/proposes to discharge directly into freshwater receiving waters **and** *E. coli* bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

Table 4 for Outfall No.: N/ASamples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1	Sample 2	Sample 3	Sample 4	MAL
Tributyltin (µg/L)					0.010
Enterococci (cfu or MPN/100 mL)					N/A
<i>E. coli</i> (cfu or MPN/100 mL)					N/A

TABLE 5 (Instructions, Page 59)

Completion of Table 5 **is required** for all **external outfalls** which discharge process wastewater from a facility which manufactures or formulates pesticides or herbicides or other wastewaters which may contain pesticides or herbicides.

If this facility does not/will not manufacture or formulate pesticides or herbicides and does not/will not discharge other wastewaters that may contain pesticides or herbicides, check N/A.

☒ N/A

Table 5 for Outfall No.: N/ASamples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Aldrin					0.01
Carbaryl					5
Chlordane					0.2
Chlorpyrifos					0.05
4,4'-DDD					0.1
4,4'-DDE					0.1
4,4'-DDT					0.02
2,4-D					0.7
Danitol [Fenpropathrin]					—
Demeton					0.20
Diazinon					0.5/0.1

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Dicofol [Kelthane]					1
Dieldrin					0.02
Diuron					0.090
Endosulfan I (<i>alpha</i>)					0.01
Endosulfan II (<i>beta</i>)					0.02
Endosulfan sulfate					0.1
Endrin					0.02
Guthion [Azinphos methyl]					0.1
Heptachlor					0.01
Heptachlor epoxide					0.01
Hexachlorocyclohexane (<i>alpha</i>)					0.05
Hexachlorocyclohexane (<i>beta</i>)					0.05
Hexachlorocyclohexane (<i>gamma</i>) [Lindane]					0.05
Hexachlorophene					10
Malathion					0.1
Methoxychlor					2.0
Mirex					0.02
Parathion (ethyl)					0.1
Toxaphene					0.3
2,4,5-TP [Silvex]					0.3

* Indicate units if different from µg/L.

TABLE 6 (Instructions, Page 59)

Completion of Table 6 is required for all external outfalls.

Table 6 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☒ Composite ☐ Grab

Pollutants	Believed Present	Believed Absent	Average (mg/L)	Maximum (mg/L)			MAL (µg/L)*
<i>These are proposed outfalls. Values are estimates.</i>							
Bromide	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.4	<0.4			400
Color (PCU)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<100	<100			—
Nitrate-Nitrite (as N)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<10	<20			—
Sulfide (as S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.1	<0.1			—
Sulfite (as SO ₃)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<2	<2			—
Surfactants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.5	<0.5			—
Boron, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<1	<1			20
Cobalt, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.0003	<0.0003			0.3
Iron, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<3	<5			7
Magnesium, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<100	<100			20
Manganese, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.005	<0.005			0.5
Molybdenum, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.001	<0.001			1
Tin, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.005	<0.005			5
Titanium, total	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<0.03	<0.03			30

TABLE 7 (Instructions, Page 60)

Check the box next to any of the industrial categories applicable to this facility. If no categories are applicable, check N/A. If GC/MS testing is required, check the box provided to confirm the testing results for the appropriate parameters are provided with the application.

☒ N/A

Table 7 for Applicable Industrial Categories

Industrial Category	40 CFR Part	Volatiles Table 8	Acids Table 9	Bases/Neutrals Table 10	Pesticides Table 11
<input type="checkbox"/> Adhesives and Sealants		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Aluminum Forming	467	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Auto and Other Laundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Battery Manufacturing	461	<input type="checkbox"/> Yes	No	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Coal Mining	434	No	No	No	No
<input type="checkbox"/> Coil Coating	465	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Copper Forming	468	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Electric and Electronic Components	469	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Electroplating	413	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Explosives Manufacturing	457	No	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Foundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts A,B,C,E	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts D,F	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Inorganic Chemicals Manufacturing	415	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Iron and Steel Manufacturing	420	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Leather Tanning and Finishing	425	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Mechanical Products Manufacturing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Nonferrous Metals Manufacturing	421,471	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Oil and Gas Extraction - Subparts A, D, E, F, G, H	435	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Ore Mining - Subpart B	440	No	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Organic Chemicals Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Paint and Ink Formulation	446,447	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Pesticides	455	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Petroleum Refining	419	<input type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Pharmaceutical Preparations	439	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Photographic Equipment and Supplies	459	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Plastic and Synthetic Materials Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Plastic Processing	463	<input type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Porcelain Enameling	466	No	No	No	No
<input type="checkbox"/> Printing and Publishing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart C	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts F, K	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts A, B, D, G, H	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts I, J, L	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart E	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *
<input type="checkbox"/> Rubber Processing	428	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Soap and Detergent Manufacturing	417	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Steam Electric Power Plants	423	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Textile Mills (Not Subpart C)	410	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Timber Products Processing	429	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

* Test if believed present.

TABLES 8, 9, 10, and 11 (Instructions, Page 60)

Completion of Tables 8, 9, 10, and 11 **is required** as specified in Table 7 for all **external outfalls** that contain process wastewater.

Completion of Tables 8, 9, 10, and 11 **may be required** for types of industry not specified in Table 7 for specific parameters that are believed to be present in the wastewater.

Table 8 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)
<i>These are proposed outfalls. Values are estimates.</i>					
Acrolein	<50	<50			50
Acrylonitrile	<50	<50			50
Benzene	<10	<10			10
Bromoform	<10	<10			10
Carbon tetrachloride	<2	<2			2
Chlorobenzene	<10	<10			10
Chlorodibromomethane	<10	<10			10
Chloroethane	<50	<50			50
2-Chloroethylvinyl ether	<10	<10			10
Chloroform	<30	<50			10
Dichlorobromomethane [Bromodichloromethane]	<10	<10			10
1,1-Dichloroethane	<10	<10			10
1,2-Dichloroethane	<10	<10			10
1,1-Dichloroethylene [1,1-Dichloroethene]	<10	<10			10
1,2-Dichloropropane	<10	<10			10
1,3-Dichloropropylene [1,3-Dichloropropene]	<10	<10			10
Ethylbenzene	<10	<10			10
Methyl bromide [Bromomethane]	<50	<50			50
Methyl chloride [Chloromethane]	<50	<50			50
Methylene chloride [Dichloromethane]	<20	<20			20
1,1,2,2-Tetrachloroethane	<10	<10			10
Tetrachloroethylene [Tetrachloroethene]	<10	<10			10
Toluene	<10	<10			10
1,2-Trans-dichloroethylene [1,2-Trans-dichloroethene]	<10	<10			10
1,1,1-Trichloroethane	<10	<10			10
1,1,2-Trichloroethane	<10	<10			10
Trichloroethylene [Trichloroethene]	<10	<10			10
Vinyl chloride	<10	<10			10

* Indicate units if different from µg/L.

Table 9 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)
<i>These are proposed outfalls. Values are estimates.</i>					
2-Chlorophenol	<10	<10			10
2,4-Dichlorophenol	<10	<10			10
2,4-Dimethylphenol	<10	<10			10
4,6-Dinitro-o-cresol	<50	<50			50
2,4-Dinitrophenol	<50	<50			50
2-Nitrophenol	<20	<20			20
4-Nitrophenol	<50	<50			50
p-Chloro-m-cresol	<10	<10			10
Pentachlorophenol	<5	<5			5
Phenol	<10	<10			10
2,4,6-Trichlorophenol	<10	<10			10

* Indicate units if different from µg/L.

Table 10 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)
<i>These are proposed outfalls. Values are estimates.</i>					
Acenaphthene	<10	<10			10
Acenaphthylene	<10	<10			10
Anthracene	<10	<10			10
Benzydine	<50	<50			50
Benzo(a)anthracene	<5	<5			5
Benzo(a)pyrene	<5	<5			5
3,4-Benzofluoranthene [Benzo(b)fluoranthene]	<10	<10			10
Benzo(ghi)perylene	<20	<20			20
Benzo(k)fluoranthene	<5	<5			5
Bis(2-chloroethoxy)methane	<10	<10			10
Bis(2-chloroethyl)ether	<10	<10			10
Bis(2-chloroisopropyl)ether	<10	<10			10
Bis(2-ethylhexyl)phthalate	<10	<10			10
4-Bromophenyl phenyl ether	<10	<10			10
Butylbenzyl phthalate	<10	<10			10
2-Chloronaphthalene	<10	<10			10
4-Chlorophenyl phenyl ether	<10	<10			10
Chrysene	<5	<5			5
Dibenzo(a,h)anthracene	<5	<5			5
1,2-Dichlorobenzene [o-Dichlorobenzene]	<10	<10			10
1,3-Dichlorobenzene [m-Dichlorobenzene]	<10	<10			10
1,4-Dichlorobenzene [p-Dichlorobenzene]	<10	<10			10
3,3'-Dichlorobenzidine	<5	<5			5
Diethyl phthalate	<10	<10			10
Dimethyl phthalate	<10	<10			10

Pollutant	Average (µg/L)	Maximum (µg/L)			MAL (µg/L)
Di-n-butyl phthalate	<10	<10			10
2,4-Dinitrotoluene	<10	<10			10
2,6-Dinitrotoluene	<10	<10			10
Di-n-octyl phthalate	<10	<10			10
1,2-Diphenylhydrazine (as Azobenzene)	<20	<20			20
Fluoranthene	<10	<10			10
Fluorene	<10	<10			10
Hexachlorobenzene	<5	<5			5
Hexachlorobutadiene	<10	<10			10
Hexachlorocyclopentadiene	<10	<10			10
Hexachloroethane	<20	<20			20
Indeno(1,2,3-cd)pyrene	<5	<5			5
Isophorone	<10	<10			10
Naphthalene	<10	<10			10
Nitrobenzene	<10	<10			10
N-Nitrosodimethylamine	<50	<50			50
N-Nitrosodi-n-propylamine	<20	<20			20
N-Nitrosodiphenylamine	<20	<20			20
Phenanthrene	<10	<10			10
Pyrene	<10	<10			10
1,2,4-Trichlorobenzene	<10	<10			10

* Indicate units if different from µg/L.

Table 11 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)	Sample 2 (µg/L)			MAL (µg/L)
<i>These are proposed outfalls. Values are estimates.</i>					
Aldrin	<0.01	<0.01			0.01
alpha-BHC [alpha-Hexachlorocyclohexane]	<0.05	<0.05			0.05
beta-BHC [beta-Hexachlorocyclohexane]	<0.05	<0.05			0.05
gamma-BHC [gamma-Hexachlorocyclohexane]	<0.05	<0.05			0.05
delta-BHC [delta-Hexachlorocyclohexane]	<0.05	<0.05			0.05
Chlordane	<0.2	<0.2			0.2
4,4'-DDT	<0.02	<0.02			0.02
4,4'-DDE	<0.1	<0.1			0.1
4,4'-DDD	<0.1	<0.1			0.1
Dieldrin	<0.02	<0.02			0.02
Endosulfan I (alpha)	<0.01	<0.01			0.01
Endosulfan II (beta)	<0.02	<0.02			0.02
Endosulfan sulfate	<0.1	<0.1			0.1
Endrin	<0.02	<0.02			0.02
Endrin aldehyde	<0.1	<0.1			0.1
Heptachlor	<0.01	<0.01			0.01

Pollutant	Sample 1 (µg/L)	Sample 2 (µg/L)			MAL (µg/L)
Heptachlor epoxide	<0.01	<0.01			0.01
PCB 1242	<0.2	<0.2			0.2
PCB 1254	<0.2	<0.2			0.2
PCB 1221	<0.2	<0.2			0.2
PCB 1232	<0.2	<0.2			0.2
PCB 1248	<0.2	<0.2			0.2
PCB 1260	<0.2	<0.2			0.2
PCB 1016	<0.2	<0.2			0.2
Toxaphene	<0.3	<0.3			0.3

* Indicate units if different from µg/L.

Attachment: N/A

TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 59-60)

Indicate which compound(s) are manufactured or used at the facility and provide a brief description of the conditions of its/their presence at the facility (check all that apply).

- ☐ 2,4,5-trichlorophenoxy acetic acid (2,4,5-T) CASRN 93-76-5
- ☐ 2-(2,4,5-trichlorophenoxy) propanoic acid (Silvex, 2,4,5-TP) CASRN 93-72-1
- ☐ 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate (Erbon) CASRN 136-25-4
- ☐ 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate (Ronnell) CASRN 299-84-3
- ☐ 2,4,5-trichlorophenol (TCP) CASRN 95-95-4
- ☐ hexachlorophene (HCP) CASRN 70-30-4
- ☐ None of the above

Description: N/A

Does the applicant or anyone at the facility know or have any reason to believe that 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) or any congeners of TCDD may be present in the effluent proposed for discharge?

- ☐ Yes ☒ No

Description: N/A

If **yes** to either Items a or b, complete Table 12 as instructed.

Table 12 for Outfall No.: N/ASamples are (check one): ☐ Composite ☐ Grab

Compound	Toxicity Equivalent Factors	Wastewater Concentration (ppq)	Wastewater Toxicity Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Toxicity Equivalents (ppt)	MAL (ppq)
2,3,7,8-TCDD	1					10
1,2,3,7,8-PeCDD	1.0					50
2,3,7,8-HxCDDs	0.1					50
1,2,3,4,6,7,8-HpCDD	0.01					50
2,3,7,8-TCDF	0.1					10
1,2,3,7,8-PeCDF	0.03					50
2,3,4,7,8-PeCDF	0.3					50
2,3,7,8-HxCDFs	0.1					50
2,3,4,7,8-HpCDFs	0.01					50
OCDD	0.0003					100
OCDF	0.0003					100
PCB 77	0.0001					500
PCB 81	0.0003					500
PCB 126	0.1					500
PCB 169	0.03					500
Total						

TABLE 13 (HAZARDOUS SUBSTANCES)

Complete Table 13 **is required** for all **external outfalls** as directed below. (Instructions, Pages 60-61)

Are there any pollutants listed in the instructions (pages 55-62) believed present in the discharge?

☒ Yes ☐ No

Are there pollutants listed in Item 1.c. of Technical Report 1.0 which are believed present in the discharge and have not been analytically quantified elsewhere in this application?

☒ Yes ☐ No

If **yes** to either Items a or b, complete Table 13 as instructed.

Table 13 for Outfall No.: **001, 002, 003, 004** Samples are (check one): ☐ Composite ☐ Grab

Pollutant	CASRN	Average (µg/L)	Maximum (µg/L)			Analytical Method
<i>These are proposed outfalls. Values are estimates.</i>						
Butane	106-97-8	<10	<10			N/A
Ethane	74-84-0	<10	<10			N/A
Ethylene	74-85-1	<10	<10			N/A
Methane	74-82-8	<10	<10			N/A
Propane	74-98-6	<10	<10			N/A
Vanadium (naturally present in surface waters)	7440-62-2	<10	<10			N/A

INDUSTRIAL WASTEWATER PERMIT APPLICATION WORKSHEET 4.0: RECEIVING WATERS

This worksheet is **required** for all TPDES permit applications.

Item 1. Domestic Drinking Water Supply (Instructions, Page 80)

- a. There is a surface water intake for domestic drinking water supply located within 5 (five) miles downstream from the point/proposed point of discharge.

☐ Yes ☒ No

If **no**, stop here and proceed to Item 2. If **yes**, provide the following information:

1. The legal name of the owner of the drinking water supply intake: N/A
2. The distance and direction from the outfall to the drinking water supply intake: N/A

- b. Locate and identify the intake on the USGS 7.5-minute topographic map provided for Administrative Report 1.0.

☐ Check this box to confirm the above requested information is provided.

Item 2. Discharge Into Tidally Influenced Waters (Instructions, Page 80)

If the discharge is to tidally influenced waters, complete this section. Otherwise, proceed to Item 3.

- a. Width of the receiving water at the outfall: 1200 feet (Outfalls 002/003/004)
- b. Are there oyster reefs in the vicinity of the discharge?

☐ Yes ☒ No

If **yes**, provide the distance and direction from the outfall(s) to the oyster reefs:

The TCEQ has not designated the Brownsville Ship Channel (Segment No. 2494) as oyster waters. South Bay (Segment No. 2493), approximately two miles downstream from the facility boundary, is designated as oyster waters.

- c. Are there sea grasses within the vicinity of the point of discharge?

☐ Yes ☒ No

If **yes**, provide the distance and direction from the outfall(s) to the grasses:

The TPWD seagrass mapper shows the nearest seagrass area in South Bay (Segment No. 2493), approximately 2 miles downstream from the eastern edge of the facility. See Attachment A-4 Seagrass Map. Proximity to seagrass was also evaluated in the Final Environmental Impact Statement (FEIS). Refer to FERC Docket No. CP16-454-000.

Item 3. Classified Segment (Instructions, Page 80)

The discharge is/will be directly into (or within 300 feet of) a classified segment.

☒ Yes (Outfalls 002, 003, 004) ☒ No (Outfall 001)

If **yes**, stop here and do not complete Items 4 and 5 of this worksheet or Worksheet 4.1.

If **no**, complete Items 4 and 5 and Worksheet 4.1 may be required.

Item 4. Description of Immediate Receiving Waters (Instructions, Page 80)

a. Name of the immediate receiving waters: Outfall 001 - Unnamed tidal wetlands (mud flats)

b. Check the appropriate description of the immediate receiving waters:

☐ Lake or Pond

- Surface area (acres): N/A
- Average depth of the entire water body (feet): N/A
- Average depth of water body within a 500-foot radius of the discharge point (feet): N/A

☐ Man-Made Channel or Ditch

☐ Stream or Creek

☐ Freshwater Swamp or Marsh

☒ Tidal Stream, Bayou, or Marsh

☐ Open Bay

☐ Other, specify: N/A

If **Man-Made Channel or Ditch** or **Stream or Creek** were selected above, provide responses to Items 4.c - 4.g below: N/A Items 4.c-4.g (tidal wetland, not channel/ditch/stream/creek)

c. For **existing discharges**, check the description below that best characterizes the area **upstream** of the discharge.

For **new discharges**, check the description below that best characterizes the area **downstream** of the discharge.

☐ Intermittent (dry for at least one week during most years)

☐ Intermittent with Perennial Pools (enduring pools containing habitat to maintain aquatic life uses)

☐ Perennial (normally flowing)

Check the source(s) of the information used to characterize the area upstream (existing discharge) or downstream (new discharge):

- ☐ USGS flow records
- ☐ personal observation
- ☐ historical observation by adjacent landowner(s)
- ☐ other, specify: N/A

d. List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point: N/A

e. The receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.).

- ☐ Yes ☐ No

If **yes**, describe how: N/A

f. General observations of the water body during normal dry weather conditions: N/A

Date and time of observation: N/A

g. The water body was influenced by stormwater runoff during observations.

- ☐ Yes ☐ No

If **yes**, describe how: N/A

Item 5. General Characteristics of Water Body (Instructions, Page 81)

- a. Is the receiving water upstream of the existing discharge or proposed discharge site influenced by any of the following (check all that apply):
- | | |
|---|---|
| <input type="checkbox"/> oil field activities | <input type="checkbox"/> urban runoff |
| <input type="checkbox"/> agricultural runoff | <input type="checkbox"/> septic tanks |
| <input type="checkbox"/> upstream discharges | <input type="checkbox"/> other, specify: <u>N/A</u> |
- b. Uses of water body observed or evidence of such uses (check all that apply):
- | | |
|--|--|
| <input type="checkbox"/> livestock watering | <input type="checkbox"/> industrial water supply |
| <input checked="" type="checkbox"/> non-contact recreation | <input type="checkbox"/> irrigation withdrawal |
| <input type="checkbox"/> domestic water supply | <input checked="" type="checkbox"/> navigation (<u>Brownsville Ship Channel</u>) |
| <input type="checkbox"/> contact recreation | <input type="checkbox"/> picnic/park activities |
| <input checked="" type="checkbox"/> fishing | <input type="checkbox"/> other, specify: <u>N/A</u> |
- c. Description which best describes the aesthetics of the receiving water and the surrounding area (check only one):
- ☐ **Wilderness:** outstanding natural beauty; usually wooded or un-pastured area: water clarity exceptional
- ☐ **Natural Area:** trees or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored
- ☒ **Common Setting:** not offensive, developed but uncluttered; water may be colored or turbid
- ☐ **Offensive:** stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

INDUSTRIAL WASTEWATER PERMIT APPLICATION

WORKSHEET 4.1: WATERBODY PHYSICAL CHARACTERISTICS

The following information **is required** for new applications, EPA-designated Major facilities, and major amendment applications requesting to add an outfall if the receiving waters are perennial or intermittent with perennial pools (including impoundments) for a TDPES permit.

Complete the transects downstream of the existing or proposed discharges.

Item 1. Data Collection (Instructions, Page 82)

- a. Date of study: N/A Time of study: N/A
 Waterbody name: Unnamed tidal wetlands / mud flats (Outfall 001)
 General location: North shore of Brownsville Ship Channel
- b. Type of stream upstream of an existing discharge or downstream of a proposed discharge (check only one):
☐ perennial ☐ intermittent with perennial pools ☐ impoundment
Tidal wetlands / mud flats
- c. No. of defined stream bends: N/A – tidal wetland / mud flats, no defined stream
 Well: N/A Moderately: N/A Poorly: N/A
- d. No. of riffles: N/A
- e. Evidence of flow fluctuations (check one): Tidally influenced
☐ Minor ☐ Moderate ☐ Severe
- f. Provide the observed stream uses and where there is evidence of channel obstructions/modifications: Stormwater drainage, no defined stream (tidal wetlands / mud flats)
- g. Complete the following table with information regarding the transect measurements.
N/A – no defined stream (tidal wetlands / mud flats)

Stream Transect Data

Transect Location	Habitat Type*	Water Surface Width (ft)	Stream Depths (ft)**								
N/A											

* riffle, run, glide, or pool

** channel bed to water surface

Item 2. Summarize Measurements (Instructions, Page 83)

Provide the following information regarding the transect measurements:

Streambed slope of entire reach (from USGS map in ft. /ft.): N/A

Approximate drainage area above the most downstream transect from USGS map or county highway map (square miles): N/A

Length of stream evaluated (ft): N/A

Number of lateral transects made: N/A

Average stream width (ft): N/A

Average stream depth (ft): N/A

Average stream velocity (ft/sec): N/A

Instantaneous stream flow (ft³/sec): N/A

Indicate flow measurement method (VERY IMPORTANT - type of meter, floating chip timed over a fixed distance, etc.): N/A

Flow fluctuations (i.e., minor, moderate, or severe): N/A

Size of pools (i.e., large, small, moderate, or none): N/A

Maximum pool depth (ft): N/A

Total number of stream bends: N/A

 Number well defined: N/A

 Number moderately defined: N/A

 Number poorly defined: N/A

Total number of riffles: N/A

EX-10.1 2 next-20190331ex1011af37e.htm EX-10.1

Exhibit 10.1

CERTAIN INFORMATION OF THIS DOCUMENT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM IF PUBLICLY DISCLOSED. INFORMATION THAT WAS OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[***].”

STATE OF TEXAS	§	
	§	LEASE AGREEMENT
COUNTY OF CAMERON	§	

THIS LEASE AGREEMENT (the “*Lease*”) is made and entered into as of the 6th day of March 2019 (the “*Execution Date*”) by and between the **BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS**, a navigation district organized, created and existing under and by virtue of the laws of the State of Texas, with its domicile in Brownsville, Cameron County, Texas (“*District*”), and **RIO GRANDE LNG, LLC**, a Texas limited liability company (“*Lessee*”). Capitalized but undefined terms used herein shall have the meanings ascribed to such terms in **Schedule 1**, which is attached hereto and made a part hereof for all purposes.

WHEREAS, prior to the Execution Date, Lessee or its Affiliates have entered into two agreements with District which together affect the entirety of the Land:

- (i) that certain Lease Agreement concerning ten (10) acres of the Land dated March 8, 2017 by and between NextDecade LNG, LLC (formerly known as NextDecade, LLC), a Texas limited liability company (“*NextDecade*”), as lessee, and the District, as lessor, which lease is also referenced as BND Contract #4145, as assigned by NextDecade to Lessee pursuant to that certain Assignment of Lease Agreement dated August 31, 2017, and as extended by those certain letters dated March 20, 2018 and October 1, 2018 (collectively, as amended, extended and assigned, the “*Ten-Acre Lease*”); and
- (ii) that certain Option to Lease concerning the remainder of the Land that is not the subject of the Ten-Acre Lease by and between NextDecade, as optionee, and the District, as optionor, dated November 6, 2013, which document is also referenced as BND Contract #3980 “A”, as amended by that certain First Amendment to Option to Lease dated November 6, 2014, which document is also referenced as BND Contract #3980 “B” and by that certain Second Amendment to Option to Lease dated March 8, 2017, which document is also referenced as BND Contract #3980 “D” (collectively, as amended, the “*Option Agreement*”);

WHEREAS, (i) Lessee hereby exercises the option to lease under the Option Agreement with respect to the portion of the Land described therein (and the District hereby waives any additional formalities set forth in the Option Agreement in connection with the exercise thereof); (ii) on or before the Effective Date, Lessee and the District will terminate the Ten-Acre Lease in consideration of including the portion of the Land that was the subject thereof as a portion of the

demised premises under this Lease, and (iii) Lessee and the District have agreed upon the form of this Lease to serve as the lease required to consummate closing under the Option Agreement, including the addition of the portion of the Land that was the subject of the Ten-Acre Lease within the demised premises under this Lease; and

WHEREAS, Lessee and the District desire to enter into this Lease in accordance with the terms and conditions more particularly set forth hereinbelow.

WITNESSETH:

1. **Demise; Term.**

- a. District does by these presents lease and demise unto Lessee the property described in **Exhibit A**, which is attached hereto and made a part hereof for all purposes (the “***Land***”), together with any and all littoral or riparian rights, rights of ingress and egress, improvements thereon, easements, rights-of-way, licenses, utility rights (including without limitation water, waste water, and sanitary sewer capacity, subject to Sections 4(c)(v), (vi), and (vii), 9(d) and (e), and any other express terms and conditions of this Lease) associated with the Land, all other appurtenances thereto, all strips and gores adjacent to the Land, and all other rights, titles, and interests in and to the Land now held or hereafter acquired by District (together with the Land, the “***Premises***”), for a primary Term of thirty (30) years commencing on the Effective Date (the “***Primary Term***”) with options for subsequent Renewal Terms, for the purposes and upon the terms and conditions more particularly set forth in this Lease. The Premises do not include any right, title or interest in and to the public wharves, docks, terminals or facilities of the District.
- b. The parties agree that this Lease shall not become effective unless and until Lessee or Lessee’s Affiliate makes a positive Final Investment Decision (“***FID***”) for the first Phase of the LNG Facility. Accordingly, this Lease and all rights and obligations hereunder shall become effective and the Primary Term shall commence on the date (“***Effective Date***”) indicated in the written notice submitted by Lessee to District, and countersigned by the District, substantially in the form of **Exhibit G** confirming that Lessee or Lessee’s Affiliate has made its FID for the first Phase of the LNG Facility (“***Effective Date Notice***”). The Effective Date shall be no later than November 6, 2019 or as otherwise provided in Section 1(c) below (the “***Outside Effective Date***”).
- c. In the event that Lessee does not deliver its signed counterpart of the Effective Date Notice prior to the Outside Effective Date because, for reasons unrelated to an act or omission of its own, Lessee is unable to secure one or more of the required permits listed in **Exhibit C**, then the Outside Effective Date shall be automatically extended on a month-to-month basis for a maximum of six (6) months, after which, if no Effective Date Notice has been provided by Lessee, this Lease shall automatically terminate without any action by District and shall be of no further force or effect and the District shall be entitled to retain any amounts prepaid under the Ten-Acre Lease, the Option Agreement and this Lease. Any such extension of

the Outside Effective Date shall defer the Effective Date of the Primary Term to the actual date on which the Effective Date Notice is issued, and such extended period of time shall reduce the term of the second Renewal Term (if applicable) on a day for day basis. For the duration of any such Outside Effective Date extension period, Lessee shall pay to the District the amount of Rent stipulated in **Exhibit F** for each month of such extension.

- d. Provided no Event of Default has occurred under this Lease, and provided Lessee timely gives notice as hereinafter provided, Lessee shall have the option to renew and extend the Term of this Lease beyond the Primary Term for up to two (2) consecutive renewal periods consisting of ten (10) years each (each, a “**Renewal Term**”). Written notification to District exercising each such Renewal Term must be given by Lessee not less than six (6) months prior to the expiration of the Primary Term or then-current Renewal Term, as applicable. The exercise of said option shall be by written notice to the District as provided for in Article 8 below. **EMAIL NOTICE ALONE WILL NOT SUFFICE.** The notice requirements shall be strictly enforced. It is Lessee’s responsibility to timely deliver notice of its intent to renew. Failure to exercise the first option to renew shall automatically cancel the second option to renew.
- e. Subject to the provisions of this Lease, District covenants that so long as no Event of Default has occurred under this Lease, (i) Tenant shall have peaceful and quiet possession of the Premises against any party lawfully claiming by, through or under the District; (ii) District shall take no action, nor fail to take any action, that would unreasonably and foreseeably deny Lessee the right, or interfere with Lessee’s right, to freely, peaceably, and quietly have, hold and enjoy full and exclusive use and enjoyment of the Premises in accordance with the terms and conditions of this Lease, and (iii) subject to District’s police powers, Lessee shall retain and maintain legal control of the Premises, and all access to and activities conducted on the Premises, at all times in compliance with the requirements of the PHMSA and the DOT. Except as otherwise expressly set forth in this Lease, the covenants of title set forth in this paragraph are in lieu of any other covenants of title, express or implied.

2. **Rent.**

- a. As a consideration for this Lease and as rental for the Premises, Lessee agrees to pay or cause its Affiliate(s) to pay Rent, in an amount as determined in accordance with **Exhibit F**, on the first (1st) day of each quarter during the Term. If the first day of a payment period under this Lease shall occur on a day other than the first day of the quarter, or if the last day of the Term under this Lease shall occur on a day other than the last day of the quarter, then the Rent due for such quarter shall be prorated accordingly.
- b. District acknowledges that (1) pursuant to Article X of the Ten-Acre Lease, Lessee is entitled to receive a pro-rated credit for rental paid under the Ten-Acre Lease to the extent of any portion of such rental paid prior to the Effective Date but

attributable to the period of time from and after the Effective Date, and (2) pursuant to Section 5 of the Option Agreement, Lessee is entitled to a pro-rated credit of the option fee paid under the Second Amendment to the Option to Lease to the extent of any portion of option fee paid prior to the Effective Date but attributable to the period of time from and after the Effective Date. Accordingly, District acknowledges and agrees that any such credits under the Ten-Acre Lease and the Option Agreement shall be credited and applied towards any Rent due upon the Effective Date of this Lease. The amount of credit shall be determined as of the Effective Date and confirmed by the parties in the Effective Date Notice, and shall be equal to the sum of the prepaid rent under the Ten-Acre Lease and the prepaid option fee under the Second Amendment, in each case to the extent paid prior to the Effective Date but attributable to any period of time from and after the Effective Date.

- c. Except as otherwise set forth in Section 13 below, it is intended that the Rent provided for in this Lease shall be absolutely net to District throughout the Term, and Lessee accordingly covenants and agrees (subject to Section 11(f) hereof) to pay, as they become due and payable and before they become delinquent, all taxes, costs, expenses, liabilities, and deductions with respect to the Premises, and/or the ownership, leasing, operation, maintenance, repair, use or occupation thereof, including without limitation the costs, charges and assessments hereinafter set forth in this Lease.
- d. Lessee agrees to pay, or to cause its Affiliates or contractors to pay, to District as and when they accrue but without duplication, wharfage, port, harbor, and other charges, including dockage charges on District's public docks (but not on any private dock constructed and operated by Lessee), for the use of its facilities at the rates published in the Tariff containing authorized rates, rules, and regulations governing the Brownsville Ship Channel and its publicly-owned wharves, piers, and docks, as well as other lawful charges incurred to District by reason of Lessee's operations on the Premises. For purposes of clarification, any amounts paid by Affiliates or contractors of Lessee shall be accepted by the District as if they had been paid by the Lessee, and there shall be no duplication of any such fees payable by Lessee and its Affiliates or contractors. All Tariff rates except those applicable to dockage apply to any activity on the Premises, including but not limited to wharfage. All wharfage fees, port fees, and harbor fees for LNG and other gas products produced pursuant to the Permitted Use shall be at the same published rate in the Tariff as crude oil, refined petroleum products and natural gas liquids per metric ton. One metric ton is equal to 2,204.6 pounds or 2.174 cubic meters of liquified natural gas. One metric ton is equal to 7.1475121 barrels of liquified natural gas. As of the Execution Date, the wharfage fee prescribed by the Tariff for crude oil, refined petroleum products and natural gas liquids is \$0.095 per barrel which equals \$0.679 per metric ton.
- e. All Rent payments shall be paid not later than ten (10) days from the date when due; they shall thereafter bear interest at the rate of fifteen percent (15%) per annum from the date due until paid. In the event such fifteen percent (15%) rate at any

time shall be illegal or usurious under Applicable Law, it shall be automatically reduced to the highest lawful rate.

3. **Purpose Clause.**

- a. It is an express condition of this Lease that the Premises leased hereby is for the purposes of constructing, operating, and maintaining a liquefied natural gas facility and export terminal ("**LNG Facility**"), including any ancillary uses permitted by the FERC Order, and for the construction, operation, and maintenance of gas treatment and gas pipeline facilities (collectively, the "**Permitted Use**"). In no event does this Lease authorize the installation of any underground petroleum storage tanks on the Premises.
- b. Notwithstanding anything to the contrary set forth herein, if Lessee elects to commence the construction of the LNG Facility, then Lessee will design, construct, use and operate the LNG Facility and any other facilities now or hereafter located on the Premises (the "**Improvements**"), or will cause the Improvements to be designed, constructed, used and operated, in compliance with all Applicable Laws. Lessee's operational procedures for the LNG Facility will be established only after consultation with District and any other Governmental Authorities with jurisdiction over such operational procedures, which may include the USCG, the USACOE, the Pilot Board, and the FERC, as applicable. Any and all marine operations in the Brownsville Ship Channel, the Intracoastal Waterway, and other navigable waters within the jurisdiction of the Port (including, without limitation, the passing of LNG tankers through the Brownsville Ship Channel), and the operation of any other facilities on the Premises will be subject to such procedures, rules and regulations as shall be established by any such Governmental Authority having jurisdiction over Lessee's operational procedures, provided no procedure, rule or regulation established by District will prevent Lessee from using Premises for the Permitted Use or deny or prevent Lessee from retaining legal control of the Premises in compliance with the requirements of the PHMSA of the DOT.
- c. Notwithstanding anything to the contrary set forth herein, District hereby acknowledges that Lessee may design, develop and construct the LNG Facility in multiple phases (each, a "**Phase**") that will be developed, constructed, owned and operated by one or more Affiliates of Lessee formed for the purpose of developing, constructing, owning and operating one or more Phases of the LNG Facility (each, an "**Operating Affiliate**"), and District shall cooperate in good faith, at no material out of pocket expense to District, with Lessee's commercially reasonable efforts to structure the organization and financing of the Phases and Operating Affiliates in an efficient manner. Without limiting the generality of the foregoing, in the event that Lessee elects to form an Operating Affiliate to develop a Phase of the LNG Facility, Lessee shall prepare and deliver to District the following agreements and materials:
 - i. Written notice from Lessee to District of Lessee's final investment decision to proceed with the capital investment in the applicable Phase;

- ii. A sublease agreement (and a memorandum or short form thereof) to be entered into between Lessee and Operating Affiliate with respect to such Phase (an “**Operating Lease**”), in substantially the same form as this Lease (including the provisions concerning leasehold mortgagees set forth herein), except for Phase-specific revisions, such as the description of the Premises applicable to such Phase (the “**Operating Lease Premises**”) and such other terms and conditions as Lessee determines are necessary and prudent in connection with the operation of the applicable Phase of the LNG Facility; provided, however, that (A) as between the District and Lessee, no such Operating Lease will relieve Lessee of its obligations under this Lease, and (B) as between the District and Guarantor, no such Operating Lease will relieve Guarantor under its Guaranty (if applicable);
- iii. One or more agreements concerning common facilities, easements, covenants, conditions, and restrictions applicable to Lessee and each of the Operating Affiliates for the orderly operation and management of the Premises and the LNG Facility; and
- iv. Such other commercially reasonable documents as may be requested by Lessee or its lenders or investors in connection with the financing of the construction and operation of such Phase; provided, however, in the event that any such documents contemplates District as a party thereto (other than a certificate on the terms and conditions set forth under Section 7(f) below), District shall employ good faith and diligent efforts to review and respond to such documents within thirty (30) days following Lessee’s delivery of the drafts thereof to District. Upon District’s approval of the above-requested documents, District shall promptly execute and deliver its applicable counterparts thereof to Lessee, following which Lessee shall promptly return copies of the fully-executed documents to District for its records. In the event District timely responds with questions, comments or concerns related to the above-requested documents, then the parties shall employ good faith and diligent efforts to negotiate the above-requested documents within thirty (30) days following District’s response; provided, however that so long as the parties continue such negotiations within such thirty (30) day period but are unable to conclude the negotiations with such period of time, then the parties shall continue to negotiate the same as necessary for up to an additional fourteen (14) days.

4. **[***]; Submission of Plans; Construction of Improvements.**

- a. [***]:
 - i. [***];
 - ii. [***]; and,
 - iii. [***].

[***].

- b. All construction of Improvements and facilities of Lessee on the Premises that connect with any public right of way or District's utilities or other facilities, that adjoin or connect with the property or improvements of District's other tenants, that lie below the high water mark of the Brownsville Ship Channel, or that alter or influence the navigability of the Brownsville Ship Channel (i) shall be subject to coordination with the District ([***) and (ii) shall conform to the building codes and electric codes typically required for liquefied natural gas export facilities, as in effect as of the Effective Date. Lessee shall construct, maintain and operate its Improvements (or shall cause its Improvements to be constructed, maintained and operated) on the Premises in accordance with good engineering construction practices (or such similar standard as is required under the contract with the EPC Contractor) so as not to conflict with the regulations of any Governmental Authority having jurisdiction thereof, including specifically but without limitation requirements contained in any permits issued pursuant to the National Pollutant Discharge Elimination System, the Texas Pollutant Discharge Elimination System, requirements of any Stormwater Pollution Prevention Plan, and all applicable State and Federal air standards regulations, nor with the rules and regulations prescribed by District in the Tariff. All private fire protection which may be installed by Lessee shall conform in all respects to standard codes typically required for liquefied natural gas export facilities.
- c. All such construction shall also be subject, in addition to all other provisions of this Lease, to the following conditions:
- i. All construction, reconstruction, demolition and alteration of Improvements will be at the sole risk and expense of Lessee, and Lessee shall obtain all necessary building permits and other approvals of Governmental Authorities therefor, which may include certain licenses, permits, or authorizations from the Governmental Authorities listed in **Exhibit C** attached hereto, provided that District agrees, at no cost to District, to reasonably cooperate with Lessee's efforts to obtain all permits and licenses required to construct, operate, and maintain an LNG Facility on the Premises. [***]. Lessee shall promptly provide District, without the necessity of a request from District, copies of any notices of violation or cancellation of any such licenses, permits, or authorizations issued by any Governmental Authority.
- ii. [***].
- iii. All construction and alterations shall be accomplished in a good and workmanlike manner and in compliance with all Applicable Laws. Lessee will secure all required or applicable permits for construction of or alterations to the LNG Facility.

- iv. Except for the Improvements depicted in the Plans (such as, but not limited to, piers, jetties, and fences) or as otherwise approved by any applicable Governmental Authority, no building or other similar improvements shall be constructed within twenty (20) feet from the theoretical top of all bank lines and all road right-of-way lines, nor within ten (10) feet from all other exterior property lines (not including any internal property lines between the Operating Lease Premises). Discharges from the LNG Facility shall be in compliance with all Applicable Laws. No building or other similar improvements shall be erected within any Reserved Easements.
- v. All septic systems installed on said Premises shall be subject to the approval of District's Director of Engineering Services and the County Health Officer of Cameron County, Texas. In the event Lessee elects to connect to the sewer system maintained by the District, Lessee acknowledges that additional conditions may apply outside of the scope of this Lease, including additional fees at the District's standard rates for projects categorized by the District similarly to the LNG Facility.
- vi. The Premises are not currently served by the District's utility services. The cost of running District services lines from the District's treatment plant to the Premises (as well as running District water service lines to the Premises as described in Section 9(e) below) shall be borne solely by Lessee.
- vii. All surface water, rain water, and other non-domestic sanitary sewer water, not containing noxious, odorous or otherwise harmful substances may be disposed of through direct underground drains into the basin, except that such drains must leave the bank at least eight inches (8") below the top line of rip rap rock to prevent erosion of the bank. In no event shall any such drain water be shunted or passed over banks of the harbor, nor shall any noxious, odorous or otherwise harmful substance be discharged into such harbor or basin. All such discharges shall be in compliance with Applicable Law and pursuant to any and all permits required by any Governmental Authority.
- viii. Neither Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanic's lien of any kind or character whatsoever on District's fee simple interest in the Premises. Subject to Section 11(f) below, Lessee shall pay the cost of installing and removing Improvements and other work done on the Premises so that the Premises at all times shall be free from any lien for labor, services or materials supplied or claimed to have been supplied to the Premises as a result thereof. For the further security of District, Lessee shall employ commercially reasonable efforts to notify any and all contractors, subcontractors or other persons, firms or corporations that may furnish any such material, service or labor in advance of the commencement of construction or the furnishing of materials, services or labor to the Premises of the restrictions described in this Section 4(b)(viii).

- ix. Upon completion of all major construction, alteration or repair of any Phase of the Improvements, Lessee shall, within one hundred eighty (180) days following such completion, deliver to the [***] “as built” plans showing such Improvements, and a final certificate of occupancy, or its equivalent, from each applicable Governmental Authority. If any alterations result in any modifications of the external dimensions of such Improvements, Lessee shall, within one hundred eighty (180) days following such completion, also deliver to the [***] an “as built” survey describing such alterations.
- d. [***]:
- i. [***].
- ii. [***].
- iii. [***].
- iv. [***].
- e. [***].
- f. Subject to the other provisions of this Lease, including Lessee’s obligations to remove improvements upon the termination of the Lease, title to and ownership of all improvements, additions, alterations, replacements, fixtures, equipment and other personal property installed, located or constructed on the Premises by Lessee (“**Lessee’s Improvements**”) are and shall remain with Lessee during the Term.
- g. Lessee shall have the obligation, at any time prior to the scheduled expiration date of the Term, or within eighteen months (18) months after the expiration or earlier termination of this Lease (provided that during such 18-month period Lessee continues to pay Rent and perform all other obligations of Lessee under this Lease), to remove all or any portion of Lessee’s Improvements, except for any water mains, gas mains, railroad tracks, power lines, fences, docks, wharves, bulkheads, pilings, foundations, substations, and other similar infrastructure improvements and any other Improvement that District accepts and agrees in writing to take title to, all which are hereby agreed shall become the property of District upon said expiration, cancellation or forfeiture, from the Premises. If Lessee fails to remove Lessee’s Improvements within such time period, title to and ownership of that portion of Lessee Improvements not removed shall automatically vest in District without the requirement of any payment by District to Lessee, subject however to the rights of any Leasehold Mortgagee under this Lease. As additional security for Lessee’s removal obligations under this paragraph, Lessee shall procure and provide to District no later than six (6) months following the last installment on Lessee’s loan facility for the construction of the LNG Facility (or any subsequent permanent loan or project finance facility which refinances the preceding facility) and confirmation of the extinguishment of the applicable Leasehold Mortgagee’s security interest over the Improvements, a surety bond to be issued by a creditworthy financial or

insurance institution for the benefit of the District for an amount reasonably necessary to guarantee Lessee's obligations under this Section 4(g). Any such financial or insurance institution shall at a minimum meet the requirements set forth in Section 14(f) below and of Texas Insurance Code § 3503.005, if applicable.

- h. Lessee shall have the right, at Lessee's expense, to construct and operate pipelines, roads, and utility lines on the Premises in accordance with the Plans or, after approval in writing by the District and execution of a separate easement or license agreement, on lands owned by the District but which are not included in the Premises at locations acceptable to District and Lessee. District shall reasonably cooperate, at no expense to District, with Lessee in granting or obtaining from third parties any easements, rights-of-way, or permits that may be necessary for the construction and operation of such pipelines, roads, and utility lines. Any easements granted by District shall be subject to District's standard charge for similar easements as stated in District's Leasing Policies. Lessee also has the right to construct docks and roadways within the Premises to be used in conjunction with the LNG Facility. [***].
- i. The District shall assess a throughput charge as reflected in District's *Table of Lease Rental Rates* on any natural gas liquid products (i.e., propane, butane, pentane) extracted from gas supplied to the LNG Facility and sold by Lessee, provided that such products are not otherwise subject to wharfage charges. The Lessee is responsible for reporting volumes of natural gas liquids which are subject to such throughput charges to the District on a monthly basis. The District reserves the right to conduct a limited audit of relevant records of the Lessee to verify any natural gas liquid volume and sales reports which may be submitted by Lessee; provided, however, that any such audit shall require a minimum of seven (7) Business Days' advance notice in writing, shall be conducted during regular business hours of Lessee, and not require an unreasonable level of support from Lessee's staff.
- j. District acknowledges that in order to develop the LNG Facility, Lessee needs to undertake dredging work for Lessee's proposed dock on the Premises and to connect the Premises to existing navigation channels and that Lessee has filed an application for a permit under 33 U.S.C. 408 to be issued by the USACOE for this purpose. Lessee shall ensure that the District ([**]) is given the opportunity to review and comment on the final engineering design which complies with such permit prior to undertaking construction activities. District's approval must be given prior to commencement of any dredging work, and such approval shall not be unreasonably withheld, delayed, or conditioned (such approval to be provided within thirty (30) days of submission). All such dredging will be at Lessee's sole cost and expense [***]. District shall, at no cost to District, reasonably cooperate with Lessee in Lessee's attempts to obtain and maintain any permits and consents for dredging associated with Lessee's construction of the Facility. In conducting the dredging work, Lessee shall reasonably cooperate with District to avoid disruption to ship traffic in the Brownsville Ship Channel.

- k. Upon Lessee's reasonable request, District shall promptly deliver to Lessee copies of any existing agreements affecting the Premises, a copy of the existing title policy (if any), survey, and any environmental site assessment related to the Premises, and any other nonproprietary documentation relating to the Premises and in District's possession, including without limitation any analyses, reports, surveys, tests, examinations, and studies that pertain to the condition of the Premises.

5. **LNG Facility.**

As material part of the consideration for this Lease, Lessee covenants and agrees to diligently pursue the engineering, design, licensing, permitting, construction and development on the Premises of an LNG Facility. District hereby acknowledges that the LNG Facility is consistent with District's overall plan for development of the Port facilities. Lessee will cause construction of the LNG Facility to be commenced on or before the date required by the FERC Order in accordance with the final Plans submitted to the District under Section 4(c) hereof.

6. **Assignment, Sublease, and Collateral Transfer.**

- a. Subject to Section 6(b), Lessee may not assign this Lease or sublet the Premises without the written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed (in any event, not to exceed thirty (30) days). Further, Lessee may not assign this Lease or sublet the Premises for any use other than the Permitted Use. Notwithstanding any other provision of this Section 6 (other than with respect to a Leasehold Mortgagee), Lessee may not assign this Lease or sublet the Premises if Lessee is then in default under the terms of this Lease.
- b. District's consent shall not be required with respect to the following, provided that prompt written notice thereof is given to District (a "***Permitted Transfer***"):
- i. Subject to the terms and conditions of Section 3(c) above, an Operating Lease; or
- ii. Any Transfer to an Affiliate, subsidiary, parent or successor (whether by purchase of interest or transfer of assets) of Lessee, provided that Lessee delivers to the District no less than thirty (30) days prior to any such transfer reasonably sufficient evidence that the proposed assignee
- w. is an Affiliate, subsidiary, parent or successor (whether by purchase of interest or transfer of assets) of Lessee,
- x. holds all necessary federal and state permits to operate the LNG Facility,
- y. possesses at least substantially the same technical and financial capacity to operate the LNG Facility as Lessee and Guarantor possess as of the Execution Date, and

- z. otherwise complies with the FERC Order and/or has received the written consent of the Leasehold Mortgagee, and if the District fails to raise reasonable and good faith objections to such evidence within such thirty (30) day period, the Transfer shall be deemed permitted; or
- iii. A sublease of no more than ten (10) acres for the benefit of the providers of utility services to the LNG Facility for the sole purpose of installing and maintaining utility equipment for the LNG Facility, provided that in the notice of sublease to the District, Lessee shall provide all relevant details on the nature of such installations as well as their proposed location on the Premises and provides a copy of the executed sublease to District for its records;
- iv. Subject to Section 7 below, any Transfer in connection with any financing secured by Lessee's leasehold or other interest in the Lease or the Premises or any interest (direct or indirect) in Lessee, including but not limited to any foreclosure by Leasehold Mortgagee or assignment in lieu of foreclosure or other similar proceedings and the first subsequent transfer by Leasehold Mortgagee to its designee or other purchaser.
- c. In no event shall any Transfer relieve Lessee of any obligation under this Lease, except that upon any Permitted Transfer of all of Lessee's interest in this Lease under Section 6(b)(i) above or any other Transfer approved in writing by District, the assignor Lessee shall be relieved of any obligation of the Lessee under this Lease accruing from and after the effective date of such Transfer.
- d. District's consent to a Transfer that is not a Permitted Transfer shall not waive District's rights of approval as to any subsequent Transfer of a similar type.
- e. Any sublease, whether by Permitted Transfer or otherwise approved by District, shall provide that such sublease is subject to and subordinate to all of the terms of this Lease.
- f. For all Transfers other than Permitted Transfers, Lessee shall deliver to District a written request for approval, together with a copy of the proposed Transfer documents, together with all information required of applicants for a new lease under District's leasing policy, no later than thirty (30) days before the proposed effective date of the Transfer.
- g. For purposes of clarification, the term Permitted Transfer shall not include a lease, sublease, or assignment of lease to a party if that party or its affiliate has previously had an agreement terminated for cause by the District, and the District reserves sole and complete discretion to grant or withhold approval thereof.

7. Encumbrances of Leasehold Estate.

- a. Lessee, at any time, may encumber all or any portion of its interest in this Lease and the leasehold estate by deed of trust, mortgage or other security instrument. Any such deed of trust, mortgage or other security interest may not encumber any real property other than the Premises and the Improvements. Each such mortgage, deed of trust or other security instrument acquired by the holder of any leasehold mortgage shall be subject and subordinate to all rights and interests of District herein and shall be a lien only on Lessee's interests in and under this Lease and shall not be a lien on District's fee interest in the Premises. Each leasehold mortgage shall be subject to the terms and provisions of this Lease, and the holder of any leasehold mortgage (each, a "***Leasehold Mortgagee***"), or anyone claiming by, through or under the same, shall not, by virtue thereof, acquire any greater rights hereunder than Lessee has under this Lease. If the identity of any Leasehold Mortgagee changes, Lessee shall promptly notify District in writing of such change.
- b. To the extent allowed by Applicable Law, the Leasehold Mortgagee may enforce its rights under its mortgage and acquire title to Lessee's leasehold estate in any lawful way, and upon foreclosure of such leasehold mortgage and issuance of trustee's deed or assignment in lieu of foreclosure or other similar proceedings, take possession of the Premises and the Improvements; subject, however, to this Lease and any leasehold mortgage that is senior in lien to the leasehold mortgage in question. During such time as the Leasehold Mortgagee or any successor in interest is the owner and holder of the leasehold estate and its interest hereunder, whether by foreclosure or otherwise, such interests acquired hereunder shall be subject to all of the terms, conditions and provisions of this Lease, and District agrees to recognize and attorn to Leasehold Mortgagee or its designee or other successor in interest as Lessee under this Lease.
- c. District shall give to Leasehold Mortgagee a copy of each notice of default given by District to Lessee (the "***District Notice***") at the same time as and whenever any such District Notice shall thereafter be given by District to Lessee, addressed to Leasehold Mortgagee at its address last furnished to District. No such notice by District to Lessee hereunder shall be deemed to have been duly given to Leasehold Mortgagee unless and until a copy thereof has been served on such Leasehold Mortgagee in the manner provided in this Lease. Any Leasehold Mortgagee shall, within the time period and otherwise as herein provided, plus in each instance (including any instance that constitutes an Event of Default that would otherwise give rise to District's right to immediately terminate this Lease) other than a monetary Event of Default, an additional sixty (60) days (unless, with respect to non-monetary Events of Default which are reasonably susceptible of being cured by such Leasehold Mortgagee, if such Leasehold Mortgagee shall have promptly commenced curing same within such 60-day period and shall diligently prosecute the same to completion, but such cure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such 60-day period, in which case there shall be allowed to such Leasehold Mortgagee or Financing Party

such additional time as may be reasonably necessary using commercially reasonable diligence to effect such cure), have the right to remedy such default, or cause the same to be remedied, and District shall accept such performance by or at the instance of such holder as if the same had been made by Lessee. Notwithstanding anything to the contrary contained herein, upon the occurrence of an Event of Default, District shall take no action to terminate the Lease without first giving the Leasehold Mortgagee a District Notice and a reasonable time, not to exceed 180 days (or such additional time as may be reasonably necessary using commercially reasonable diligence to effect the same), thereafter within which either (i) to obtain possession of the leasehold estate (including possession by a receiver); or (ii) to institute, prosecute and complete foreclosure proceedings or otherwise acquire Lessee's interest under this Lease so long as such Leasehold Mortgagee cures all Events of Default then reasonably susceptible of being cured by such Leasehold Mortgagee; provided, however, that such Leasehold Mortgagee shall not be obligated to continue such possession or to continue such foreclosure proceedings after such Events of Default have been cured.

- d. Lessee shall deliver to District a copy of each notice of default received by Lessee from any Leasehold Mortgagee within five (5) Business Days after receipt of same by Lessee.
- e. After exhaustion of Leasehold Mortgagee's rights and remedies under Section 7(c) above, if this Lease is terminated pursuant to the terms hereof prior to the expiration of the Term, District shall serve upon the Leasehold Mortgagee written notice that the Lease has been terminated together with a statement of any and all sums which would at that time be due and owing under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to District. Such Leasehold Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions: Upon written request of the Leasehold Mortgagee, within thirty (30) days after service of such notice that this Lease has been terminated, District shall enter into a new lease with such Leasehold Mortgagee, or its designee, provided such new lease shall be: (i) entered into at the reasonable cost of the new lessee thereunder; (ii) effective as of the date of termination of this Lease; and (iii) for a term equal to the remaining term under this Lease and at the Rent and upon all agreements, terms, covenants and conditions hereof, including without limitation applicable rights of renewal or options to extend. Such new lease shall require the new lessee to perform any unfulfilled obligations of Lessee under this Lease capable of being satisfied by Leasehold Mortgagee (by way of example but not limitation, Lessee's failure to deliver reports or financial statements which may be required hereunder). Upon the execution of such new lease, lessee named therein shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for such termination, and shall pay expenses, including reasonable attorneys' fees, court costs and disbursements incurred by District in connection with such defaults and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of such new lease. Provided, however, that such new lease shall not authorize the operation of the LNG Facility except in strict compliance

with all Applicable Laws, or by any entity that does not hold all required federal, state and local permits, including any permits required by FERC, or by any entity (together with any other proposed obligor) lacking at least substantially the technical and financial capacity to operate the LNG Facility as Lessee and Guarantor collectively possess as of the Execution Date.

- f. District shall, from time to time (but no more than once a quarter), upon twenty (20) days' prior written notice by Lessee and Leasehold Mortgagee, execute, acknowledge and deliver to Lessee and Leasehold Mortgagee a certificate signed by an authorized representative of District stating that this Lease is in full force and effect and is unmodified (or, if there have been modifications, that such Lease is in full force and effect as modified, and setting forth the date and nature of such modifications), the date through which Rent has been paid and in what amount, that no Event of Default or other default exists hereunder (or specifying each such Event of Default or other default), and that District has no existing defense or setoffs to enforcement of this Lease, except as specifically stated in such certificate, and certifying as to such other matters related to this Lease that are reasonably requested by Lessee ("***Certificate of Standing***"). Any Certificate of Standing given pursuant to this paragraph may be relied upon by any Lessee, Leasehold Mortgagee, lender, Government Authority or prospective purchaser of any interest in this Lease.
- g. For the avoidance of doubt, District and Lessee specifically state:
 - i. Nothing contained in this Section 7 shall be construed as an agreement to subordinate District's fee interest in and to the Premises;
 - ii. Except as specifically provided herein, nothing in this Agreement shall limit District's right to terminate this Lease or exercise any other remedy available to Lessor under the Lease; and
 - iii. In no event shall District ever be liable for any amounts due under any Leasehold Mortgage or any obligation secured by any Leasehold Mortgage.

8. **Notices.**

All notices required hereunder shall be deemed to have been served if hand delivered or sent by registered or certified mail, overnight delivery (by a reputable, national overnight carrier) or electronic mail delivery (only if simultaneously delivered by one of the other methods of delivery described above) to District at the address below or to Lessee at the address below:

TO DISTRICT:

Brownsville Navigation District
of Cameron County, Texas
1000 Foust Road
Brownsville, TX 78521
Attention: Port Director/CEO

TO LESSEE:

Rio Grande LNG, LLC
International Plaza, Suite 130,
3505 Boca Chica Boulevard
Brownsville, TX 78521
Attention: General Counsel

AND

1000 Louisiana, Suite 3900
Houston, TX 77002
Attention: General Counsel
Telephone: (832) 403-2198
Email: kdelima@next-decade.com

With Copy to:

Rentfro, Irwin & Irwin, PLLC
1650 Paredes Line Road, Suite #102
Brownsville, TX 78521
Attention: Daniel L. Rentfro Jr.
Telephone: (956) 542-4329
Email: drentfro@rentfrolawfirm.net

With Copy to:

King & Spalding LLP
1100 Louisiana Street, Suite 4000
Houston, TX 77002-5213
Attention: Christopher D. McCoy
Telephone: (704) 503-2568
Email: cmccoy@kslaw.com

Either party may change its address in writing delivered to the other party by notice in the manner described above. Notice delivered to one party by counsel to the other party on such other party's behalf shall be deemed sufficient notice under this Lease.

9. **Rules Governing Occupancy and Use of Premises.**

- a. Lessee shall have the right to erect electric lights, power, water and gas lines over and across the Premises in accordance with the Plans, such right being incidental to the rights and privileges herein given, and shall have the further right to connect said lines to main lines maintained by District.
- b. If not included in the Plans submitted under Section 4 above, the location and construction by Lessee of all or any of said lines outside of the Premises shall be subject to the approval of the District (and any applicable form of easement), which approval will not be unreasonably withheld, conditioned or delayed, and after the same are installed, no change shall be made without the written consent of the District, which approval will not be unreasonably withheld, conditioned or delayed.
- c. District may at any time require a change in location of any wires, poles, water or gas mains or pipelines, accessories or other facilities laid on or across any land or facilities of District (other than the Premises), if it is deemed by District necessary

that the same be changed, by giving Lessee ninety (90) days' written notice of such requirements, and such changes so made shall be at the cost and expense of Lessee; provided such right shall not be exercised arbitrarily by District, but only when such action is made on a non-discriminatory basis and is necessary for improvements then on said property or the construction thereof being immediately contemplated, and provided that, where any changes are required to be made under this provision, District shall furnish Lessee with a new location therefor; such new location to be the most convenient and direct available at such time.

- d. If applicable, to the extent Lessee purchases water or wastewater service from District, Lessee agrees to pay District for such service and all applicable standby charges, each at rates customarily charged to other District lessees. In the event Lessee fails to pay such charges, District shall have the right to discontinue Lessee's access to such utility services provided by District in accordance with District's "Port Service Discontinuation Policy." District shall have no obligation to restore any such discontinued service until Lessee pays all charges owed to District by Lessee, including without limitation all current and past due Rent.
 - e. Lessee may connect to the District's water main only upon written request to the District. Upon Lessee's request to connect to the District's water main, District shall install a water meter to serve the Premises. The location of the water meter shall, to the extent possible, be installed outside the boundary of the Premises at a location mutually approved by the Lessee and the District. Upon installation of a water meter to serve the Premises, Lessee shall be responsible for connecting to the water meter and for the installation and annual inspection of a backflow preventer by a state-licensed backflow prevention tester. Lessee shall be responsible for all costs outlined in this paragraph, as further described in Section 4.c.vi.
 - f. All electrical and power line connections, extensions and installations are to be made in accordance with the rules and regulations of the National Electrical Code.
 - g. Lessee agrees to report to the Harbormaster's Office, via District's electronic reporting system (or in writing in the absence of such a system) any and all cargos loaded or unloaded to or from the docks at the Premises as required in the Tariff upon immediate arrival or departure of the vessel as required of the shipping agents and other Port lessees.
10. **[Intentionally Omitted.]**
11. **Default.**
- a. Lessee shall be in default under this Lease if, during the Term, one or more of the following occurs (each, an "***Event of Default***") and continues beyond any applicable notice and cure periods set forth herein:
 - i. Any of the Rent or other sums of money to be paid by Lessee to District shall not be paid as and when the same becomes due;

- ii. Lessee defaults in the performance of any of the other material agreements, conditions, covenants or terms herein contained;
 - iii. Lessee fails to maintain the insurance coverages required by this Lease without the District's prior written consent;
 - iv. Lessee's Improvements encroach on land outside of the Premises without the District's prior written consent;
 - v. Lessee's leasehold interest shall be taken on execution or other process of law, subject to Section 7 above; or
 - vi. A Transfer of Lessee's rights hereunder is made, except in accordance with the provisions of this Lease.
- b. If any Event of Default remains uncured thirty (30) days' after Lessee's receipt of written notice from District to Lessee, then District, in addition to any and all other rights or remedies now or hereafter provided by Applicable Law, may, in its sole discretion, terminate Lessee's right to possession of the Premises and any Improvements by any lawful means, in which event Lessee shall immediately surrender possession of the Premises to District. No act by District, other than giving written notice to Lessee, shall cause this Lease to terminate as provided herein, but only after Leasehold Mortgagee has failed to exercise timely its rights under this Lease. Upon termination of this Lease, District may declare Rent for the balance of the then-current portion of the Term (but not to exceed the sum of the twelve (12) quarterly installments of Rent that would have been payable for the period immediately following such termination, excluding any CPI adjustment) immediately due and payable, and District shall be entitled to recover from Lessee the actual and documented costs and expenses incurred by District in connection with recovering possession of the Premises and re-letting the Premises, including without limitation reasonable attorneys' fees and any and all other reasonable costs that District has actually incurred or shall actually incur by reason of Lessee's failure to perform its obligations under this Lease; provided, however, that District shall employ commercially reasonable efforts to mitigate any such loss. Subject to Section 4(f) above, Lessee shall maintain title to any and all equipment, other personal property and removable fixtures located within the Premises.
- c. Notwithstanding the foregoing, in the event that Lessee is reasonably unable to cure an Event of Default within said thirty (30) day period, but Lessee has commenced proceedings to cure the Event of Default within said thirty (30) day period, Lessee shall have an additional sixty (60) days to cure the Event of Default thereafter provided that Lessee diligently continues to cure such same. If Lessee fails to cure the Event of Default within ninety (90) days after receipt of District's written notice of same, or if Lessee fails to diligently cure the Event of Default, then District shall have the option to terminate the Lease pursuant to the terms of this paragraph only after Leasehold Mortgagee has failed to exercise timely its rights under this Lease. Notwithstanding the foregoing, if an Event of Default is due to Lessee's failure to

pay an installment of Rent when and as the same becomes due and payable, then Lessee shall not be entitled to an extension of the thirty (30) day period to cure, subject however to Leasehold Mortgagee's rights under this Lease.

- d. No neglect or failure to enforce the right of termination of this Lease or reentry upon breach of any of the conditions, covenants, terms and agreements herein contained shall be deemed a waiver of such right upon any subsequent breach of any such or any other condition, covenant, term and/or agreement herein contained.
- e. District recognizes that Lessee intends to make a very substantial investment in the Premises and Improvements, and that it would be inequitable for District to terminate this Lease or Lessee's right to possession of the Premises if monetary damages, specific performance, injunctive relief or other remedies ("***Other Remedies***") can reasonably be expected to adequately compensate District for a non-monetary Event of Default. Accordingly, notwithstanding any provision hereof to the contrary, District shall not have the right to terminate this Lease or Lessee's right to possession of the Premises for a non-monetary Event of Default if any Other Remedy is available.
- f. Notwithstanding any provision hereof to the contrary, Lessee shall be permitted to contest or cause to be contested, subject to compliance with the requirements of this paragraph, by appropriate action (i) any liens, taxes, assessments, fees, charges, or other encumbrance against the Premises, Lessee's Improvements, the Lease, or the leasehold estate created hereby, or (ii) any alleged violation of the Applicable Law related to the LNG Facility. During any such contest, Lessee shall not be required to pay any such liens, taxes, assessment, fee or other charges, and such non-payment shall neither give rise to an Event of Default hereunder nor permit the District to exercise its remedies hereunder, so long as Lessee has given District written notice that Lessee is contesting or shall contest or cause to be contested such matter by appropriate proceedings conducted in good faith with due diligence; provided that such contests shall not subject District or any assignees of District's interest in the Premises to civil liability and does not jeopardize any such parties' interest in the Premises. So long as Lessee shall give such security or assurances as may be reasonably required by District to ensure compliance with the outcome of such contest (and payment of all costs in connection therewith) and to prevent any sale, forfeiture, or loss by reason of such nonpayment or noncompliance, District shall refrain from paying any tax, assessment, fee or charge that Lessee is contesting under this Section. When the contest is resolved, Lessee must pay the tax, penalty and interest imposed and may use the money deposited with District to pay any tax, assessment, fee or charge, plus any penalty or interest due under the final resolution and keep any balance of the deposit. If the deposit is insufficient to pay these amounts, Lessee must immediately pay the balance due to the entity imposing the tax, assessment, fee or charge. Also, if Lessee establishes an escrow account for such taxes for the benefit of the taxing authorities in the courts or with an independent third-party other than District, then the foregoing provisions regarding a deposit being made with District shall not apply.

12. **Waiver and Indemnity.**

- a. ANY PROVISION OF THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THE DISTRICT AND LESSEE WAIVE RIGHTS OF RECOVERY AGAINST EACH OTHER ON THEIR OWN BEHALF AND ON BEHALF OF THEIR RESPECTIVE INSURERS FROM ALL CLAIMS FOR DAMAGE TO THE IMPROVEMENTS AND ANY DAMAGE TO OR LOSS OF PERSONAL PROPERTY, FIXTURES OR EQUIPMENT, THAT ARE INSURED AGAINST AND ACTUALLY COVERED BY INSURANCE UNDER ANY PROPERTY INSURANCE POLICY IN FORCE AT THE TIME OF SUCH LOSS OR DAMAGE, BUT SUCH WAIVER EXTENDS ONLY TO THE EXTENT OF THE ACTUAL INSURANCE COVERAGE (BUT INCLUDING ANY DEDUCTIBLE AS IF COVERED AND INCLUDING ANY COVERAGE WHICH WOULD HAVE BEEN AVAILABLE HAD THE INSURANCE REQUIRED BY THIS LEASE BEEN MAINTAINED). THE DISTRICT AND LESSEE WILL NOTIFY THE ISSUING INSURANCE COMPANIES OF THE WAIVER SET FORTH IN THIS SECTION 12 AND WILL HAVE THE APPLICABLE INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE.
- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF ANY DEGREE OF FAULT, OMISSION OR NEGLIGENCE, STRICT LIABILITY, STRICT STATUTORY LIABILITY, STRICT PRODUCTS LIABILITY OR NEGLIGENCE PER SE OF ANY OF THE INDEMNIFIED PARTIES, LESSEE HEREBY ASSUMES ALL LIABILITY FOR, AND AGREES TO INDEMNIFY THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES, ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, AND/OR ANY VIOLATION OF ANY APPLICABLE LAW CAUSED BY, RESULTING FROM, OR ARISING (IN WHOLE OR IN PART) OUT OF ANY ONE OR MORE OF THE FOLLOWING: (i) THE ACTS OR OMISSIONS OF LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS AND INVITEES, (ii) THE ACTS OR OMISSIONS OF ANY AFFILIATE OF LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS AND INVITEES, (iii) THE USE AND OCCUPANCY OF THE PREMISES, (iv) THE RIGHTS GRANTED HEREIN OR IN ANY OTHER AGREEMENT, (v) ANY DEFAULT, BREACH OR VIOLATION OF THIS LEASE OR ANY OTHER AGREEMENT BY LESSEE OR ANY OF ITS AFFILIATES, OR (vi) THE EXISTENCE OR OPERATION OF, OR ANY ACT OR OMISSION OCCURRING AT THE LNG FACILITY OF LESSEE. SUBJECT TO SECTION 12(a) ABOVE, THE OBLIGATIONS OF LESSEE DESCRIBED ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY

LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR LESSEE UNDER WORKER'S OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS OR THE MINIMUM INSURANCE LIMIT SET FORTH IN THIS LEASE.

- c. **THE PARTIES RECOGNIZE AND UNDERSTAND THAT THE PURPOSE OF THIS SECTION 12 IS FOR LESSEE TO PROVIDE FULL AND COMPLETE INDEMNIFICATION TO THE INDEMNIFIED PARTIES EVEN THOUGH THE INDEMNIFIED PARTIES MAY HAVE BEEN NEGLIGENT, NEGLIGENT PER SE OR MAY BE LIABLE UNDER THEORIES OF STRICT LIABILITY AND/OR STRICT PRODUCTS LIABILITY; AND LESSEE'S INDEMNITY OBLIGATIONS ARE INTENDED TO AND WILL PROTECT THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN STRICT LIABILITY, FAULT, CONCURRENT, CONTRIBUTORY NEGLIGENCE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL LESSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER INCLUDE CLAIMS ARISING OUT OF THE WILLFUL MISCONDUCT, SOLE OR GROSS NEGLIGENCE OR FRAUD OF ANY INDEMNIFIED PARTIES.**
- d. The provisions of this Section 12 shall survive the termination of this Lease.

13. **Taxes.**

- a. Subject to Section 13(b) below, Lessee shall pay during the Term all real estate taxes (as defined below) which are assessed or imposed upon the Premises (including the land comprising the Premises and all Improvements situated thereon), or arising from the use thereof by Lessee during the Lease by any taxing authority having jurisdiction over the Premises as of the Effective Date. [***]. If any real estate taxes are allowed by the taxing authority to be paid in installments without delinquency, Lessee may elect to pay the same in such installments. Real estate taxes, as referred to herein, are: all taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term), excises, levies, license fees, permit fees, inspection fees, and other authorization fees, and other charges, in every case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties thereon) which may be assessed at any time and applicable to the Lease terms or imposed in respect of any lien upon all or any part of the Premises, and any estate, right, or interest in the Premises, excluding any income or excess profits tax of District determined on the basis of District's general income or revenues.
- b. Notwithstanding the foregoing, District and Lessee recognize that District is currently exempt from ad valorem taxes on the value of the Land comprising the Premises. In the event the exemption changes or should any other taxes be imposed

on the fee simple land value of the Premises owned by District after the Effective Date, due to the acts or omissions of District, then any such taxes resulting from a loss of District's exemption will become payable and paid by District; provided, however, that in the event the exemption changes or should any other taxes be imposed on the land value of the Premises owned by District after the Effective Date for any other reason, including but not limited to a change in Applicable Law, or due to the acts or omissions of Lessee, then any such taxes resulting from a loss of District's exemption will become payable and paid by Lessee. It is expressly agreed that any ad valorem taxes that may result from a full or partial loss of any exemption on account of the parties' entry into this Lease shall be payable and paid by Lessee.

- c. District and Lessee recognize that under Section 25.07 of the Texas Tax Code as in effect on the Execution Date, a leasehold or other possessory interest in exempt property may not be listed (for tax purposes) in the name of the owner of the possessory interest if the property is (i) owned by a navigation district operating under Section 59, Article XVI, Texas Constitution, or under a statute enacted under Section 59, Article XVI, Texas Constitution, and (ii) used as an aid or facility incidental to or useful in the operation or development of a port or waterway or in aid of navigation-related commerce. District and Lessee agree that (i) District is a navigation district operating under Section 59, Article XVI, Texas Constitution, as well as statutes enacted under Section 59, Article XVI, Texas Constitution, and (ii) Lessee's LNG Facility constitutes an aid or facility incidental to or useful in the operation or development of a port or waterway or in aid of navigation-related commerce. Therefore, the exemption specified in Texas Tax Code Section 25.07 should apply to this Lease. However, should that exemption change, or should any other taxes be imposed on Lessee's leasehold or other possessory interest in the Premises after the Effective Date, then any such other taxes or taxes resulting from a change in Lessee's exemption will become payable and paid by Lessee, and Lessee hereby agrees to indemnify and hold District harmless therefrom.
- d. District and Lessee agree to reasonably cooperate with the other's efforts in applying for and satisfying such requirements as may be necessary to maintain any legally available exemption from or abatement of any tax, valuation limitations, and other tax benefits related to the Premises.
- e. Any of said taxes, fees or charges that are payable by Lessee for the tax year in which this Lease commences, as well as during the year in which this Lease terminates, shall be apportioned so that Lessee shall pay its proportionate share of the taxes, fees or charges for such periods of time. Lessee may pay such taxes, fees or charges in installments as and when such installments become due. On or before March 1 of each year during the term of this Lease (but subject to Section 11(f) above), Lessee will provide to District reasonable evidence of payment of all taxes, fees or charges which Lessee is obligated to pay hereunder.

14. **Maintenance and Condition of Premises; Insurance.**

- a. Lessee, at its sole expense, shall keep the Premises, the LNG Facility, and all other Improvements and fixtures situated thereon, if any, in good, neat and clean order and condition, reasonable wear and tear and casualty damage excepted, and shall promptly make all necessary or appropriate maintenance repairs, replacements, and renewals thereof. Lessee's obligations to reconstruct any of Lessee's Improvements damaged by casualty shall be governed by Section 14(g) below.
- b. Lessee shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Premises, and in connection therewith, Lessee shall take responsible action for the transportation planning and management of all employees, contractors, licensees, and invitees located at the Premises by coordinating with District, the Texas Department of Public Safety, the Texas Department of Transportation, Cameron County, and any other applicable Government Authority that has jurisdiction over traffic and transportation matters.
- c. District and its authorized representatives may enter the Premises and any Improvements thereon with the consent of Lessee, which consent shall not be unreasonably denied, delayed, or conditioned, at reasonable times and upon reasonable advance notice, for all lawful purposes reasonably necessary to enable District to examine the Premises, or to exercise all of its rights under this Lease. District acknowledges that Lessee is constructing an LNG Facility, and that as such, the Premises will be subject to rules and regulations of the FERC as well as subject to industry-standard (or more strict) safety and security protocols and procedures, any of which may limit District's right to access the Premises or any Improvements thereon.
- d. District acknowledges and agrees that Lessee shall retain and maintain legal control of the Premises sufficient to satisfy the requirements of PHMSA of the DOT, and all access to and activities conducted on the Premises, including those that may occur in the part of the Utility Corridor which is located within the Premises, at all times in compliance with the requirements of PHMSA of the DOT.
- e. Lessee shall be responsible for any maintenance and/or repairs to the Premises for Lessee's Permitted Use.
- f. Commencing on the Effective Date, Lessee shall procure (or cause to be procured by the EPC Contractor) bodily injury liability, property damage liability (covering its operations to be carried out upon or in connection with this Lease), and pollution control insurance covering third-party bodily injury and property damage plus on-site remediation and clean up expenses, and without a terrorism exclusion. The policy or policies shall name District as additional insured and name Leasehold Mortgagee as additional insured, mortgagee, and loss payee. In the event Lessee receives notice from its insurer or from the EPC Contractor of an intent to cancel any of the insurance required hereunder, Lessee shall provide such notice as soon as reasonably practicable and provide District with a replacement certificate of

insurance prior to the effective date of cancellation. Certificates of insurance issued by Lessee's insurers, authorized brokers or agents shall be furnished to District upon the Effective Date of this Lease, annually thereafter, and from time to time upon written request from District. At any time after the Effective Date, the District may request in writing copies of any of Lessee's policies of insurance required under this Lease, and Lessee shall promptly upon its written request comply with such request; however, Lessee may provide certificates evidencing such insurance maintained by the EPC Contractor and such other information as District reasonably requests in lieu of the full copies in the event (x) any applicable insurer is unwilling to waive any confidentiality restrictions contained therein, and (y) the District is unable to assure the EPC Contractor to its reasonable satisfaction that such policies of insurance will remain confidential, unless disclosure is required by Applicable Law, including but not limited to the Texas Public Information Act, or in connection with litigation relating to this Lease. Lessee acknowledges that Lessee has the responsibility to assure District that Lessee has complied with the insurance requirements of this Lease, regardless of any claim of confidentiality by the EPC Contractor or its insurer. Insurance policies required hereunder shall contain (i) a waiver of subrogation in favor of the District for each applicable coverage consistent with Section 12(a) above, and (ii) a clause that the insurance policy will not be canceled or changed without giving the District such prior written notice as is commercially available (Lessee hereby agreeing to employ commercially reasonable efforts to secure, if available at commercially reasonable rates, insurance policies which require up to thirty (30) days' prior written notice). The limits of liability and other insurance policy particulars required to be procured by Lessee no later than the Effective Date are attached hereto as **Exhibit B** and incorporated by reference. Lessee's obligations to maintain insurance under the provisions of this Lease may be satisfied by appropriate amendment, rider, or endorsement on any blanket policy or policies carried by Lessee, its Affiliate or the EPC Contractor. Lessee shall ensure the procurement of the type and limits of coverage provided in this Lease by such company or companies as are permitted by Applicable Law. Lessee shall obtain the type and limits of coverage provided in this Lease from an insurer or insurers permitted to conduct business as required by Applicable Law and shall be rated either by Best's Insurance Guide Ratings as an "A-" or better with a financial category of "VIII" or better, or by Standard and Poor's as a "A-"; provided, however, that where any insurance required hereunder is not available or commercially feasible (meaning that such insurance is obtainable only at excessive rates that are not justified in terms of the risk to be insured), Lessee may, subject to the terms of said **Exhibit B**, provide an alternative insurance product which may temporarily reduce or modify any such insurance requirement hereunder for so long as such insurance required hereunder is not available or commercially feasible.

- g. If the Premises or any Lessee Improvements are materially damaged or destroyed by fire, windstorm, hurricane, or any other casualty ("disaster,") Lessee shall give District notice of such damage or destruction. If any Improvements are damaged by disaster, but not to the extent that they are totally destroyed, Lessee may, at its sole option, cost and expense, repair, reconstruct, or replace the damaged or

destroyed Improvements. However, if Lessee determines that the Improvements are totally destroyed by disaster, or that the Improvements are so damaged that it is uneconomical for Lessee to reconstruct said improvements, Lessee may terminate this Lease by giving written notice to District within six (6) months after the date of such damage, such termination to be effective upon delivery of such notice. No such termination shall relieve Lessee of any obligations accrued up to the date of termination, or any post-termination obligations, to restore or remediate the portion of the Premises which remains subject to this Lease, if any. Notwithstanding any provision hereof to the contrary, in the event at the time of any such casualty there exists a valid assignment of insurance proceeds in favor of a Leasehold Mortgagee, District and Lessee agree that such insurance proceeds shall be payable to the Leasehold Mortgagee as and to the extent required by the applicable loan documents held by Leasehold Mortgagee and shall be applied to the repair or restoration of the Improvements or reduction of the indebtedness at the direction of Leasehold Mortgagee.

- h. The coverages stipulated in **Exhibit B** are based on District's Insurance Requirements Level Five, applicable to operators of liquid bulk terminals, handlers of hazardous materials, and pipeline operators. District reserves the rights to amend the limits of liability and other insurance policy particulars required of all District's lessees on a non-discriminatory basis. Lessee agrees to comply with any such amendments as approved by the District's Board of Commissioners to Insurance Requirements Level Five, applicable to operators of liquid bulk terminals, handlers of hazardous materials, and pipeline operators upon the next succeeding renewal of the applicable insurance policies. District hereby agrees that the insurance requirements set forth in this Lease (including **Exhibit B** attached hereto) are deemed to satisfy District requirements as of the Effective Date.

15. **Easements Across Property.**

District reserves certain non-exclusive rights of way and easements on, over and across the Premises for the purpose of installing and using rail lines, underground or overhead water lines, pipelines, power lines, telegraph and telephone lines, necessary or proper for the purposes of developing and serving lands within the Port, which such rights of way and easements are located within the easement areas described on **Exhibit E** attached hereto (collectively, the "**Reserved Easements**"); provided, however, that District (i) shall exercise said rights of way and easements in such a manner as is consistent with Lessee's security and safety protocols, as adopted by Lessee from time to time, and does not impair or interfere with any of the existing or anticipated Improvements on the Premises, or with the maintenance or operation of the LNG Facility, (ii) except in the case of an emergency related to public health or safety, shall give Lessee no less than two (2) days' advance notice of its need to access such rights or way or easement areas that lie within the fencing or other security perimeter surrounding the LNG Facility, (iii) shall coordinate any visits by District's personnel or contractors in connection with any installation, repair or replacement activities within such rights of way or easement areas, and provided further that Lessee shall be entitled to have a representative accompany District or any of its contractors or representatives during the time such personnel are on the Premises, and (iv) with the exception of rights within the Utility Corridor, shall not grant rights for the sole benefit of a third party on, over,

or across the without Lessee's prior written consent. The terms of this paragraph may be included in any short form memorandum of the Lease.

16. **Removal of Improvements; Security Deposit.**

- a. Subject to Section 4(g) of this Lease, Lessee agrees to return the Premises in good condition, ordinary wear and tear excepted, and including any Improvements or remediation required of Lessee by this Lease. At a minimum, Lessee shall return the Premises to a condition complying with Applicable Law and with the requirements of Section 22 hereof.
- b. Lessee shall pay to the District the Security Deposit on or before the Effective Date. An inspection of the Premises will be conducted prior to occupancy and upon termination of the Lease. District will conduct the inspections, but Lessee will be permitted to have a representative present. In the event that any of the Premises is not returned in the proper condition as defined above, District will have the right to use any or all of the Security Deposit to restore the condition of the items in question. District does not release Lessee from liability for the condition of the items in question nor does it limit its right of recovery to the Security Deposit. From and after the occurrence of an Event of Default which continues beyond all applicable notice and cure periods (but not following Lessee's cure in full of any such Event of Default, regardless of whether before or after the expiration of such notice and cure periods), District shall also have the right to use the Security Deposit for any other purpose allowed by law, including but not limited to applying it to any sums owed District by Lessee under this Lease. If any portion of the Security Deposit remains unused for the purposes described in this paragraph on the date which is thirty (30) days after the termination of this Lease, the District shall refund to Lessee upon written demand such unused Security Deposit in such manner as directed by Lessee in its written demand.
- c. Notwithstanding any provision of this Lease to the contrary, at any time during the Term, Lessee shall, at its sole option and at its sole cost and expense, have the right to deliver an unconditional and irrevocable letter of credit, in a form approved by District (such approval not to be unreasonably withheld, conditioned or delayed), from a commercial banking institution which is a member of FDIC with assets of more than \$2,000,000,000.00 in lieu or replacement, in whole or any part, of the cash Security Deposit. Lessee shall submit its proposed form of letter of credit to District at least fifteen (15) Business Days prior to the proposed effective date of the letter of credit. Lessee shall deliver (or cause to be delivered) to the District a fully-executed counterpart of such letter of credit and shall direct the District in writing either to (i) retain the Security Deposit and apply it to the next succeeding installment(s) of rent, or (ii) refund to Lessee the Security Deposit in such manner as instructed by Lessee in writing (provided that if Lessee fails to make such written direction, District shall proceed under clause (i) above).

17. **[Intentionally Omitted.]**18. **Waiver of Liens.**

District hereby unconditionally waives and relinquishes any and all landlord's prejudgment statutory or contractual liens and any other interest or rights granted to District by or under present or future Applicable Law on any improvement upon and personal property and/or fixtures located upon the Premises. District agrees, within twenty (20) days after written request from Lessee, to execute an instrument in a form reasonably satisfactory to District in favor of any lender, lessor, vendor or supplier of Lessee, confirming District's waiver and relinquishment of District's rights with respect to such property located upon the Premises.

19. **Compliance with Tariff.**

Lessee agrees to comply with all provisions of the Tariff. In the event of an irreconcilable conflict between the provisions of this Lease and the provisions of such Tariff, the provisions of this Lease shall control. Lessee further recognizes that the Port is considered a "waterfront facility" within the meaning of the Marine Transportation Safety Act and regulations promulgated thereunder; that the provision of said Act and regulations require District to adopt and enforce a "Facilities Security Plan;" and that the provisions of said Act, regulations, or plan may restrict access to the Premises, but in no event will said Act preclude Lessee's use of the Premises for the Permitted Use.

20. **Authority.**

Lessee represents and warrants that it is duly formed and in good standing, and has full corporate power and authority to enter into this Lease and has taken all entity action necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. Upon District's request, Lessee shall provide District with resolutions, or other proof in a form acceptable to District, authorizing the execution of the Lease at the time of such execution.

21. **Attorneys' Fees.**

In the event that either District or Lessee shall institute any action or proceeding against the other concerning the provisions of this Lease, the non-prevailing party in such action or proceeding shall reimburse the Prevailing Party therein for the reasonable expenses of attorneys' fees and costs of litigation as the court may award. The term "***Prevailing Party***" means the party, either District or Lessee, that establishes a breach of this Lease by the other party or otherwise establishes liability of the other party for wrongful conduct, regardless of whether actual damages are awarded. In the case where both parties prevail on different claims, the Prevailing Party shall be the party that is awarded the greater amount of damages or that obtains permanent injunctive relief.

22. **Environmental Protection.**

- a. District and Lessee acknowledge receipt of the Environmental Report. [***]. [***], District shall, at its sole expense, clean up, remove, and remediate the

following to the extent discovered by Lessee or the EPC Contractor during construction of the LNG Facility and provided that the following were not previously identified in the Environmental Report: (i) all Hazardous Materials in, on, or under the Premises, (ii) any petroleum in, on, or under the Premises in excess of allowable levels, and (iii) all contaminants and pollutants in, on, or under the Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any Applicable Law, and such Remedial Work shall otherwise conform to the same standards that are applicable to Lessee under Section 22(e) below. District's obligation does not apply to a release of Hazardous Materials, pollutants, contaminants, or petroleum caused solely by the act or omission of a third-party other than an employee or agent of District or a person having a contractual relationship to District, provided that District can establish that it exercised due care to prevent such act or omission of a third party or to minimize the damages therefrom, as provided in 42 U.S.C. § 9607(b) (3), and as amended from time to time.

- b. Lessee covenants and agrees from and after the Effective Date, and as long as the provisions of this Lease shall remain in effect, to remove from the Premises, if and as required by Applicable Law, any Hazardous Materials placed in or on the Premises by Lessee, its agents, its employees or its independent contractors, and to comply in all material respects with Applicable Law governing such removal, including without limitation 30 Texas Administrative Code Chapter 350. Lessee shall give prompt written notice to District of any claim, action, administrative proceeding (including, without limitation, informal proceedings), or other demand by any Governmental Authority or other third party involving the existence of Hazardous Materials on the Premises, and copies of any notice of any releases of Hazardous Materials given by Lessee pursuant to any Applicable Law, and any report of and response to any such incident.
- c. For purposes of clarification, the District agrees that Lessee shall have no liability to the District for, and the District hereby irrevocably waives and releases, any and all Claims against Lessee for all Hazardous Materials in, on, or under the Port, including without limitation any petroleum in, on, or under the Port, and all contaminants and pollutants in, on, or under the Port that create or threaten to create a substantial threat to human health or the environment, except for the Lessee's express obligations under this Agreement, any other agreement between Lessee and District, or Applicable Law with respect to Hazardous Materials in, on, under, or emanating from the Premises during the Term; provided, however, Lessee shall bear the burden for demonstrating that the presence of such Hazardous Materials in, on, or under the Port did not arise due to the acts or omissions of Lessee or its Affiliates, employees or contractors during the Term.
- d. This Section 22 shall constitute the sole terms and conditions under this Lease concerning Hazardous Materials, except that Lessee's indemnification obligations under Section 12(b) of this Lease shall specifically apply to and include claims or actions brought under this Section 22. Further, the indemnification obligations

provided in this Lease shall specifically cover costs (including capital, operating and maintenance costs) incurred in connection with (i) any investigation or monitoring of site conditions, (ii) any cleanup, containment, remedial, removal, or restoration work required or performed by any federal, state or local government agency or political subdivision or performed by any nongovernmental entity or person because of the presence, suspected presence, release, or suspected release of any Hazardous Material in or into the air, soil, ground water, or surface water at, on, about, under, or within the Premises or any portion thereof, in connection with Lessee's operations on or in connection with the Premises after the Effective Date and during the Term (or thereafter in connection with Lessee's removal of improvements), and (iii) any claims of third parties for loss or damage due to such Hazardous Materials, subject to Section 22(h) below (collectively, "**Lessee's Environmental Costs**").

- e. In the event Lessee is required to conduct or perform any investigation or monitoring of site conditions for any cleanup, containment, restoration, removal or other remedial work (collectively the "**Remedial Work**") under any Applicable Law, or in order to comply with any agreements affecting the Premises because of or in connection with any occurrence or event described in this Lease for which Lessee is responsible, Lessee shall perform or cause to be performed the Remedial Work in compliance with such Applicable Law or agreement; provided that Lessee may withhold such compliance pursuant to a good faith dispute regarding the application, interpretation, or validity of the Applicable Law or agreement, subject to the requirements of the following paragraph. All Remedial Work shall be performed by one or more contractors selected by Lessee and approved in advance in writing by District, and under the supervision of a consulting engineer selected by Lessee and approved in advance in writing by District (such approvals of contractors or engineers not to be unreasonably withheld, conditioned or delayed). All costs and expenses of such Remedial Work shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer, District's reasonable attorneys' and paralegals' fees and costs incurred in connection with monitoring or review of such Remedial Work. All such Costs shall be due and payable upon demand therefor by District.
- f. Lessee shall be permitted to contest or cause to be contested, subject to compliance with the requirements of this paragraph, by appropriate action any Remedial Work requirement, and District shall not perform such requirement on its behalf, so long as Lessee has given District written notice that Lessee is actively contesting or causing to be contested the application, interpretation, or validity of the Applicable Law or agreement pertaining to the Remedial Work by appropriate proceedings conducted in good faith and due diligence; provided that such contests shall not subject District or any assignees of District's interest in the Premises to civil liability and does not jeopardize any such parties' interest in the Premises. Lessee shall give such security or assurances as may be reasonably required by District to insure compliance with the legal requirements pertaining to the Remedial Work (and payment of all Costs in connection therewith) and to prevent any sale, forfeiture, or loss by reason of such nonpayment or noncompliance.

- g. In addition, during the six-month period prior to termination of this Lease, Lessee shall perform, at its sole expense, an environmental site assessment reasonably acceptable to District to determine the extent, if any, of contamination of the Premises arising out of Lessee's activities and shall, at its sole expense, clean up, remove, and remediate (i) all Hazardous Materials in, on, or under the Premises arising out of Lessee's activities, (ii) any petroleum arising out of Lessee's activities in, on, or under the Premises in excess of allowable levels, and (iii) all contaminants and pollutants arising out of Lessee's activities in, on, or under the Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any Applicable Law. This obligation does not apply to a release of Hazardous Materials, pollutants, contaminants, or petroleum caused solely by the act or omission of a third-party other than an employee or agent of Lessee or a person having a contractual relationship to Lessee, provided that Lessee can establish that it exercised due care to prevent such act or omission of a third party or to minimize the damages therefrom, as provided in 42 U.S.C. § 9607(b) (3), and as amended from time to time. Further, upon the termination of this Lease, Lessee shall assign to the District, on a non-exclusive basis and without representation or warranty, any claims or causes of action Lessee may have against third parties concerning Hazardous Materials in, on or under the Premises.
- h. If either party hereto receives notice of any third-party claim or commencement of any third-party action or proceeding (a "**Third-Party Claim**") with respect to which either party is obligated to provide indemnification under this Section 22, the party receiving notice (the "**Receiving Party**") shall promptly give the other Party (the "**Non-Receiving Party**") written notice thereof.
- i. The Receiving Party's failure to notify the Non-Receiving Party shall not cause the Receiving Party to lose its right to indemnification hereunder, except to the extent that such failure materially prejudices the Non-Receiving Party's ability to defend against a Third-Party Claim that such Non-Receiving Party has the right to defend against hereunder (and except as otherwise set forth in this Section 22). Such notice shall describe the Third-Party Claim in reasonable detail, and if practicable shall indicate the amount (which may be estimated) of the Costs that have been or may be asserted by the indemnitee, and shall include copies of all correspondence and other materials related to the Third-Party Claim. Each of the parties hereto may, at its option, assume the defense of a Third-Party Claim on behalf of the indemnitee utilizing counsel reasonably acceptable to the indemnitee, unless (x) the indemnitee reasonably objects to such assumption on the grounds that it has been advised in writing by its counsel that counsel for indemnitor cannot represent both the indemnitee and the indemnitor because such representation results in a conflict of interest or because there may be defenses available to the indemnitee that are not available to the indemnitor, or (y) the action or proceeding primarily seeks injunctive or other equitable relief, and not monetary damages, against the

indemnatee, which injunctive or equitable relief would have a material adverse effect on Lessee.

- ii. If any indemnitor defends a Third-Party Claim, it shall do so at its own expense. Such indemnitor shall not be responsible for the costs of defense, investigative costs, reasonable attorneys' fees or other expenses incurred to defend the Third-Party Claim (collectively, "**Defense Costs**") of the indemnatee. If the indemnatee assumes the defense of a Third-Party Claim by reason of clauses (x) or (y) of Section 22(h)(i) above, or because the indemnitor has not elected in writing to assume the defense, then such indemnitor shall indemnify the indemnatee for its reasonable Defense Costs; provided, however, the indemnitor shall not be liable for the costs of more than one counsel for all indemnitees in any one jurisdiction. An indemnitor may settle any Third-Party Claim only with the consent of the indemnatee, which consent shall not be unreasonably withheld, delayed or conditioned.
- iii. The parties shall reasonably cooperate with each other with respect to the defense of any Third-Party Claims.
- iv. In the event that either party is required to undertake any Remedial Work to address environmental losses arising out of such Third-Party Claims, the remediation plan shall require the consent of both parties hereto, not to be unreasonably withheld, conditioned or delayed; provided, however, that for purposes of this Section 22 but without assuming responsibility therefor, Lessee shall be the remediating party for the Remedial Work and shall be entitled to reimbursement by District (or offset against Rent) for all related costs and expenses incurred in connection with Remedial Work, to the extent of District's responsibility for the underlying conditions requiring such Remedial Work.
- i. [***].
- j. This Section 22 shall be binding upon, inure to the benefit of, and be enforceable by District and Lessee, and their respective heirs, legal representatives, successors and assigns, including, without limitation, any assignee or purchaser of all or any portion of District's interest in the Premises. If any term of this section or any application thereof shall be invalid, illegal, or unenforceable, the remainder of this section and any other application of such term shall not be affected thereby. No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right. The provisions of this section shall survive the termination or expiration of this Lease.

23. **Eminent Domain**

In case the whole or any part of the Premises shall be taken under the power of eminent domain (or by agreement of District, Lessee and any governmental body in lieu of the exercise of eminent domain authority), this Lease shall not be terminated or modified, but the Rent and other

charges payable by Lessee shall be reduced or abated, in proportion to the amount of the Property so taken. In the case of any such taking, Lessee shall be entitled to receive the full award for the value of (i) Lessee's leasehold estate, and (ii) Lessee's Improvements, or part thereof, so taken. District shall be entitled to receive the full award for the value of the Land or part thereof so taken. Notwithstanding anything in this Section, if the portion of the Premises taken is all or a substantial part of the Premises, which leaves the remainder of the Premises in such condition or form as to be not effectively and practicably usable in the opinion of Lessee for the intended purpose, Lessee shall have the option, within one hundred eighty (180) days of the date of taking, of terminating this Lease by providing District with notice of termination. If Lessee provides such notice of termination, this Lease shall cease and terminate on the date that Lessee is deprived of the possession of all or a substantial portion of the Premises. No such termination shall relieve Lessee of any obligations accrued up to the date of termination, or any post-termination obligations, to restore or remediate the portion of the Premises which remains subject to this Lease, if any. Notwithstanding any provision hereof to the contrary, in the event at the time of any such taking, there exists a valid assignment of condemnation awards in favor of a Leasehold Mortgagee, District and Lessee agree that any condemnation award to Lessee (but not to District) shall be payable to the Leasehold Mortgagee as and to the extent required by the applicable loan documents shall be applied to the repair or restoration of the Improvements or reduction of the indebtedness at the direction of Leasehold Mortgagee.

24. **Early Termination.**

Lessee shall have the right to terminate this Lease prior to the expiration of the Term in the following cases:

- a. As expressly provided under Sections 14(g) and 23;
- b. In the event Lessee determines, in its sole discretion, that the development and construction of the LNG Facility is not feasible for any reason, by giving written notice to District prior to the commencement of construction of the first Phase of the LNG Facility; and
- c. In the event that the official action of any Governmental Authority prohibits or materially restricts the use of the Premises for the Permitted Use described in this Lease, by giving written notice to District within six (6) months after the date such government action becomes effective and non-appealable. Notwithstanding any provision hereof to the contrary, in the event Lessee is required to modify any Improvements or cease normal operations of any portion of the LNG Facility as a result of a change in such procedures, rules or regulations or any other Applicable Law, District shall cooperate with and provide commercially reasonable assistance to Lessee to restore normal operation of the LNG Facility.

25. **Miscellaneous.**

- a. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, or to their heirs, personal representatives, successors, permitted

assigns, and permitted sublessees respectively. There are no third-party beneficiaries of this Lease.

- b. It is agreed that nothing in this Lease shall be deemed or construed as creating a partnership, joint venture, or similar relationship between and among District and Lessee, or between District and any other party, or cause District to be responsible in any way for the debts or obligations of Lessee or any other party.
- c. If any provision of this Lease shall be held to be invalid, void or unenforceable by any duly constituted legal authority, such determination shall not affect any other provision of this Lease and all other provisions shall remain in full force and effect.
- d. The waiver by either party hereto of any breach of any term, covenant, or condition herein contained shall not be construed as a waiver of any such term, covenant, or condition, or any subsequent breach of the same or of any other term, covenant, or condition contained.
- e. The laws of the State of Texas, including its statute of limitations, shall govern the validity, performance, and enforcement of this Lease and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Lease, or the negotiation, execution, or performance of this Lease (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Lease or as an inducement to enter into this Lease). This Lease shall not be construed either for or against District or Lessee, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result and recognizing that both District and Lessee and their respective legal counsel have played an equal part in the negotiation and drafting of this Lease. The proper jurisdiction and mandatory venue for the resolution of all disputes relative to this Lease shall be in the state or federal courts of Cameron County, Texas.
- f. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LEASE.
- g. Nothing in this Lease is intended to waive any defense of governmental immunity available to District under Applicable Law, nor preclude Lessee from asserting its rights to any waivers to governmental immunity available to Lessee under Applicable Law, which may include but shall not be limited to TEX. LOC. GOV'T. CODE ANN. Chapter 271.
- h. The submission of this Lease to Lessee for approval does not create any rights in Lessee to the Premises. This Lease shall not be effective until signed by the appropriate officers for District and Lessee.
- i. Neither District nor Lessee shall record this Lease without the other party's prior written consent. However, each party shall simultaneously herewith execute,

acknowledge, and deliver to the other a short form memorandum of this Lease in the form attached hereto as **Exhibit H**, and Lessee is hereby authorized to have the same recorded in the official public records of Cameron County, Texas at Lessee's sole cost and expense.

- j. Each of the parties represents and warrants that there are no broker's commissions or finder's fees in connection with the execution of this Lease. District and Lessee shall defend, indemnify, and hold the other harmless from and against any and all liabilities, claims, demands, and costs arising from any such claim or demand by their respective brokers, if any.
- k. Should the performance of any act required by this Lease to be performed by either District or Lessee be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, Applicable Laws, or any other cause (including, but not limited to, sublessee delays) except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the reasonable period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section shall excuse either the prompt payment of Rent by Lessee as required by this Lease, or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.
- l. The recitals set forth at the beginning of this Lease are integral to and hereby incorporated into and made a part of the Lease.
- m. This Agreement is for a fixed Term, which includes both the Primary Term and the Renewal Terms. Lessee specifically acknowledges that Lessee has no expectation that this Agreement will be renewed beyond the Term, or that Lessee will receive a new lease when this Agreement expires at the end of the Term. Any extension of this Lease beyond the Term or granting of a replacement lease shall be within the sole discretion of District's Board of Commissioners, as the Board deems to be in the best interests of District.

26. **Condition.**

Subject to the express terms and conditions of this Lease, the Premises are being and will be delivered by District and accepted by Lessee "AS-IS, WHERE-IS" AND WITH ALL FAULTS. EXCEPT AS HEREIN EXPRESSLY PROVIDED, LESSEE AGREES THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE ACKNOWLEDGES THAT NEITHER DISTRICT NOR ANY OFFICER, EMPLOYEE, OR AGENT OF DISTRICT HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) COMPLIANCE WITH APPLICABLE LAWS, (v) LOCATION, (vi) USE,

(vii) OPERATION, (viii) THE EXISTENCE OF ANY WETLANDS AFFECTING THE PREMISES OR THE USE OR DEVELOPMENT THEREOF, AND (EXCEPT AS HEREIN EXPRESSLY PROVIDED) ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE. LESSEE ACKNOWLEDGES THAT THE PREMISES HAVE BEEN INSPECTED BY LESSEE AND ARE SATISFACTORY TO LESSEE. EXCEPT AS HEREIN EXPRESSLY PROVIDED, IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, DISTRICT SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. LESSEE EXPRESSLY WAIVES ANY RIGHT OF RESCISSION HEREUNDER AND (EXCEPT AS HEREIN EXPRESSLY PROVIDED) RELEASES AND DISCHARGES DISTRICT FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT LESSEE MAY NOW HAVE OR HEREAFTER HAVE AGAINST DISTRICT, LESSEE'S WAIVERS HEREUNDER SHALL SURVIVE THE TERMINATION OF THIS LEASE.

27. **Title Matters Affecting the Premises.**

- a. [***].
- b. District will be responsible for payment of all fees, costs and expenses incurred by District in identifying any Title Matters and actions required to cure same, which come to the attention of Lessee after the Execution Date, and in carrying out the title curative actions for such Title Matters, including, without limitation, attorneys' fees and expenses, court costs, appraisal fees, expert witness fees, condemnation awards, payments made in lieu of condemnation, title insurance premiums (if District, in District's sole discretion, elects to secure such insurance) and all other fees, costs and expenses (collectively, the "***Title Expenses***"). District's failure to pay any such expenses promptly on demand shall constitute a default by District under this Lease. District will make reasonable efforts to keep Lessee apprised as to the amount of Title Expenses being incurred or expected to be, and may (from time to time) provide Lessee with one or more budgets or estimates with regard to the Title Expenses expected to be incurred, but no such budget or estimate, and no failure to consult with Lessee prior to any purchase or voluntary settlement of a condemnation action, shall in any way limit District's obligation to fully pay all Title Expenses incurred by District hereunder.

28. **Guaranty of Lease.**

Lessee represents and warrants that (a) as of the Execution Date, Lessee is an Affiliate of NextDecade LNG, LLC, a Delaware limited liability company ("***Guarantor***"), and (b) as of the Effective Date and at all times during the Term of this Lease, Lessee will be and remain duly qualified to do business in the State of Texas. Simultaneously with the delivery of the Effective Date Notice, Guarantor shall execute and deliver to District a guaranty of Lessee's payment and performance obligations arising under this Lease, in the form thereof attached hereto (the "***Guaranty***"); provided, however, that so long as no Event of Default exists beyond applicable notice and cure periods, then (i) from and after the Operations Commencement Date at any time while the Guaranty is required to be in effect, Lessee shall, at its sole option and at its sole cost and expense, have the right to deliver a letter of credit in lieu or replacement, in whole or any part, of the Guaranty in the face amount of twelve (12) quarterly installments of annual Rent under this Lease, and (ii) from and after the Release Date, the Guaranty shall terminate and be of no further force or effect. Lessee understands and agrees that any breach or default by Guarantor in any material respect under the terms of the Guaranty will constitute an Event of Default under this Lease. The Letter of Credit shall be in a form approved by District (such approval not to be unreasonably withheld, conditioned or delayed), from a commercial banking institution which is a member of FDIC with assets of more than \$2,000,000,000.00. Lessee shall submit its proposed

form of Letter of Credit to District at least fifteen (15) Business Days prior to the proposed effective date of the letter of credit.

29. Integration Clause.

This instrument contains the entire Agreement between the parties hereto, and neither party shall be bound by any representation or agreement, oral or written, made by either party or any of their agents, representatives or employees, not set forth herein. Furthermore, no amendment, modification, or cancellation of this Lease shall be effective unless reduced to writing and signed by District and Lessee.

30. Interpretation.

Each definition in this Lease includes the singular and the plural, and reference to the neuter gender includes the masculine and feminine where appropriate. The headings to the Sections are for convenience of reference and shall not affect the meaning or interpretation of this Lease. Except as otherwise stated, (i) references to Sections mean the Sections of this Lease, (ii) reference to a particular Section includes the Sections, subsections and paragraphs subsidiary thereto, and (iii) references to “including” means “including without limitation”. The term “or” shall not be exclusive. The term “extent” in the phrase “to the extent” shall mean the degree to which a subject or thing extends, and such phrase shall not simply mean “if”. The words “hereof”, “herein”, and “hereunder” and words of similar import, when used in this Lease, shall refer to this Lease as a whole and not to any particular provision of this Lease.

[signature pages follow]

[remainder of this page intentionally left blank]

IN TESTIMONY WHEREOF, the parties have each caused these presents to be executed by its proper officers thereunto duly authorized on the Execution Date.

**BROWNSVILLE NAVIGATION
DISTRICT OF CAMERON COUNTY,
TEXAS**

/s/ John Reed

Name: John Reed

Title: Chairman of the Board of Navigation
and Canal Commissioners of the
Brownsville Navigation District of Cameron
County, Texas

Attest:

By:/s/ Ralph Cowen

Secretary

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the 6th day of March 2019, by John Reed, in his/her capacity as Chairman of the Board of Navigation and Canal Commissioners of the BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS.

/s/ Beatrice G. Rosenbaum

Notary Public in and for the State of Texas

[District Signature Page to Lease Agreement]

/s/ Krysta De Lima

By: Krysta De Lima

Title: General Counsel

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th day of March, 2019, by Krysta De Lima in his/her capacity as General Counsel of RIO GRANDE LNG, LLC, a Texas limited liability company.

/s/ Jammy Bratlie

Notary Public in and for the State of Texas

[Lessee Signature Page to Lease Agreement]

Exhibit A**Legal Description of Land**

That certain parcel or tract of land having an address of 48326 Highway 48, Port Isabel, Texas 78587 and being depicted on that certain plat of survey entitled "Boundary Survey showing Parcel "A" (487.20 acres) and Parcel "B" (496.81 acres) situated in the Rafael Garcia, Cameron County Texas, T. Kinder, Isabel Y Garcia, R.R. Stoley and Brownsville Navigation District Surveys, Abstracts 1, 264, 270, 272, 273, 274 & 275, Cameron County, Texas, Rio Grande LNG" prepared by John Chance Land Surveys, Inc. and dated June 15, 2015, last updated December 4, 2018, a copy of which is attached hereto as **Exhibit A-1**.

Exhibit A-1**Legal Description of Land**

See attached copy of “Boundary Survey showing Parcel “A” (487.20 acres) and Parcel “B” (496.81 acres) situated in the Rafael Garcia, Cameron County Texas, T. Kinder, Isabel Y Garcia, R.R. Stoley and Brownsville Navigation District Surveys, Abstracts 1, 264, 270, 272, 273, 274 & 275, Cameron County, Texas, Rio Grande LNG” prepared by John Chance Land Surveys, Inc. and dated June 15, 2015, last updated December 4, 2018.

EXHIBIT A-1

Property Survey

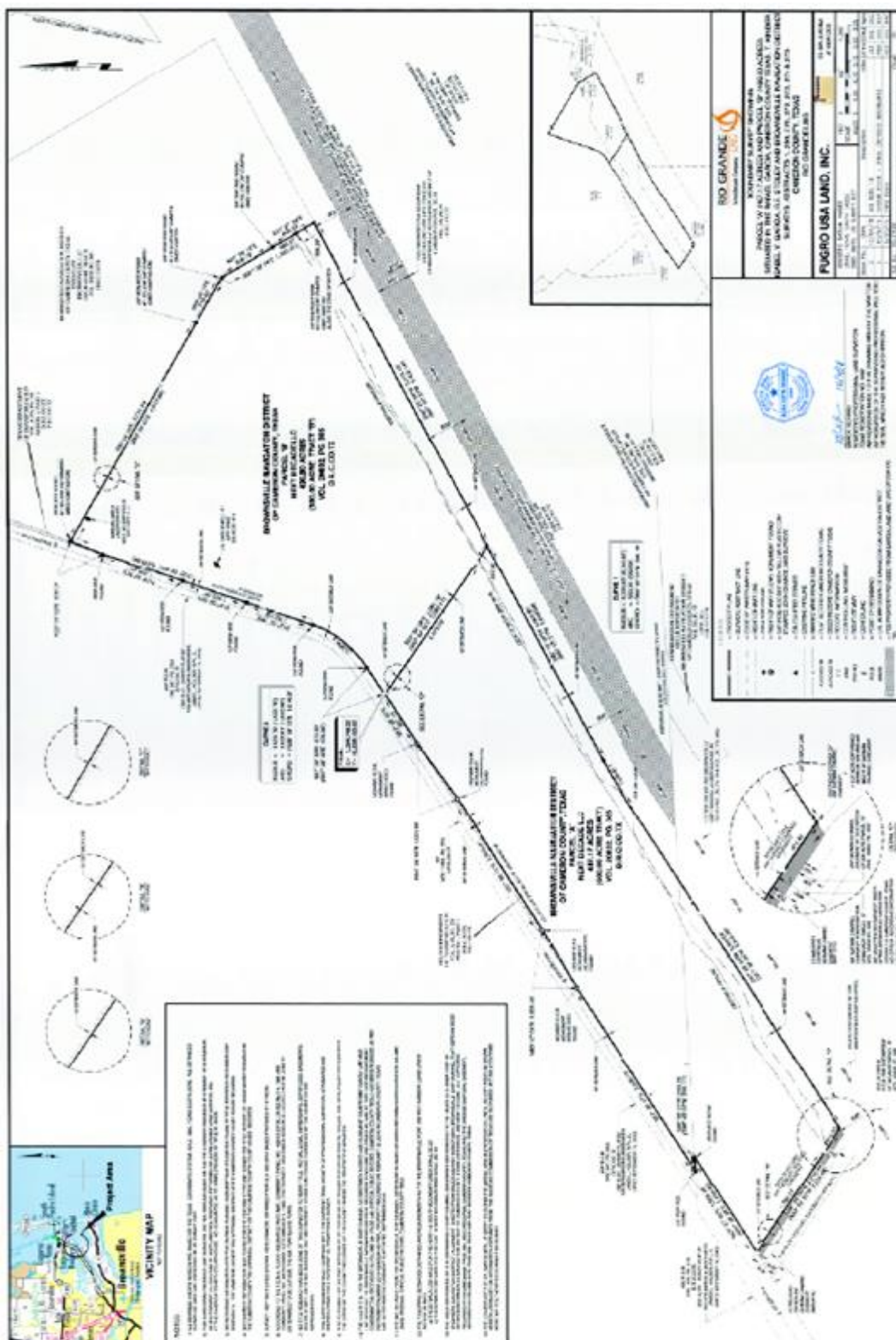


Exhibit B**Insurance Requirements - Level Five**

These requirements are applicable to lessees of all business types who have lease sites that are:

- Lessees who operate liquid bulk terminals
- Lessees who perform ship breaking or ship repairs
- Lessees who receive, process or store scrap materials
- Lessees who handle hazardous materials
- Pipeline or transmission line operators

Workers' Compensation	
a. Employer's Liability	\$1,000,000 limit
b. Longshoremen and Harbormaster's Act (if applicable)	Statutory
c. Jones Act (if applicable) Jones Act coverage may be included in the P & I policy, if required.	\$1,000,000
Waiver of Subrogation Endorsement in favor of the Brownsville Navigation District d/b/a The Port of Brownsville for this policy must be submitted.	

Marine Terminal Operator's Liability and/or Comprehensive General Liability	
Comprehensive General Liability including Broad Form Liability, Personal Injury Liability, Contractual Liability, Products/completed operations Liability and including coverage for: (1) Explosion, collapse, and underground, and (2) For goods, vessels and property of whatever description belonging to others while in the care, custody, and control of the lessee. An acceptable option would be Warehouse Legal and/or Wharfingers Legal Liability coverage.	
a. Bodily Injury	\$ 25,000,000 Each occurrence
b. Property Damage	\$ 25,000,000 Each aggregate

Comprehensive Automobile Liability		
a. Bodily Injury	\$ 1,000,000	\$ 1,000,000
	each person	each occurrence
b. Property Damage	\$ 1,000,000 each occurrence	
c. Alternate to a. & b.	Combined single limit of \$ 1,000,000	
Automobile Liability Coverage to include any owned, hired or non-owned auto.		

Hull, Protection and Indemnity (P & I)

If a vessel is to be used by the lessee, P & I must be provided by the vessel owner to include the vessel and the crew. Hull coverage must be equal to the value of the vessel.	Value of the vessel or \$1,000,000 limit, whichever is greater.
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Vessels/Rigs/Barges brought into the Port of Brownsville to be scrapped or to be repaired must have P & I coverage for the duration of the port call. Proof of this insurance is to be submitted with the Berth Application.

Towers' and Charterer's Liability must be provided as appropriate.

Comprehensive Automobile Liability

a. Bodily Injury	\$ 1,000,000	\$ 1,000,000
	each person	each occurrence
b. Property Damage	\$ 1,000,000 each occurrence	
c. Alternate to a. & b.	Combined single limit of \$ 1,000,000	
Automobile Liability Coverage to include any owned, hired or non-owned auto.		

Pollution Liability Insurance

The following types of Pollution Liability Insurance are required:

X	Environmental Site Liability (property/location specific – must include coverage for above-ground storage tanks and systems)	\$ 10,000,000 Each occurrence
X	Water/Shipyard Pollution Liability	\$ 10,000,000 Each occurrence

Additional Limits for Storage Tanks (if storage tanks are located on the lease site)

X	Above-Ground Storage Tank Liability	
	• Up to 500,000 bbl. Capacity	\$ 2,000,000 Each occurrence
	• 500,000 to 1,000,000 bbl. Capacity	\$ 5,000,000 Each occurrence
	• 1,000,000 to 1,500,000 bbl. Capacity	\$ 10,000,000 Each occurrence
	• 1,500,000 bbl. and over capacity	\$ 15,000,000 Each occurrence
	Underground Storage Tank Liability – must satisfy state and federal financial assurance requirements, if applicable, and can be endorsed onto an Environmental Site Policy	

Subcontractor Insurance Requirements

- If Lessee hires any subcontractors, Lessee shall obtain or require its subcontractors to maintain similar insurance coverage and amounts that Lessee is required to maintain pursuant to the Agreement, as applicable and appropriate to the work of such subcontractor sufficient to cover risks inherent in the work of such subcontractor.
- The subcontractor must adhere to the same requirements listed in “Additional Insurance and Notice of Cancellation or Change Endorsements”, “Endorsements Required”, below.
- Subcontractors will be required to carry “Contractor’s Pollution Liability” and/or “Errors and Omissions Coverage”, as appropriate and if applicable to scope of work.
- Certificates of Insurance and other Proofs of Insurance must be provided to, and must be maintained by, the lessee.

Deductible

Each of the required policies should not have a deductible and/or self-insured retention in excess of \$1,000,000.00.

Proof of Insurance Required

Certificates of insurance will be submitted to the District as proof of insurance.

Additional Insured and Notice of Cancellation or Change Endorsements

All policies shall be endorsed to name the Brownsville Navigation District d/b/a The Port of Brownsville as an additional insured. In the event Lessee receives notice from its insurer of its intent to cancel any of the insurance required hereunder, Lessee shall provide such notice as soon as reasonably practicable and provide District with a replacement certificate of insurance prior to the effective date of cancellation.

All policies must be endorsed with a Waiver of Subrogation in favor of the District.

Notes

The above minimum requirements may be covered exclusively by primary insurance or may be covered by a combination of primary and umbrella liability insurance. The insurance shall have a combined deductible and/or self-insured retention of no more than \$1,000,000.00.

Individual exceptions to any of the above requirements may be granted or required due to unavailability of coverage, risk factor, magnitude of operations, or other individual reasons.

The requirements and limits in this Lease are acceptable for Lessee as of the Execution Date. These requirements may be amended in response to changes in the Lessee’s business or prevailing market for insurance policies covering projects similar to the LNG Facility, such as the addition of outside employees or a change in the Lessee’s business organization or the purpose of the Lease, subject to mutual agreement between Lessee and District.

Exhibit C**List of Required Licenses, Permits and Authorizations**

The proposed LNG Facility will require a number of federal, state and local approvals, permits and licenses. The FERC as the federal lead agency that has an established administrative process and application requirements for LNG projects will drive the approval process. Set forth below is a list of regulatory agencies from which authorizations are anticipated to be required in order to site, construct and/or operate the LNG Facility:

I. Federal Agencies:

- a. Federal Energy Regulatory Commission
- b. Department of Energy
- c. Environmental Protection Agency
- d. U.S. Army Corps of Engineers
- e. U.S. Coast Guard
- f. National Marine Fisheries Service
- g. U.S. Fish & Wildlife Service
- h. NOAA Office for Coastal Management
- i. Advisory Council on Historic Preservation

II. State Agencies:

- a. Texas Commission on Environmental Quality
- b. Railroad Commission of Texas
- c. General Land Office
- d. State Historic Preservation Officer (Texas Historical Commission)
- e. Texas Parks & Wildlife Department
- f. Texas Department of Transportation

III. Local Agencies:

- a. Cameron County
- b. Brownsville Navigation District (solely insofar as it exercises its legal and regulatory authority in a non-discriminatory manner over the Port)

Exhibit D

[*]**

Exhibit D to Lease Agreement

Page | 1

Exhibit E**Easements and Rights-Of-Way on the Premises**

The Reserved Easements shall include only:

1. Those that benefit the District in connection with the Utility Corridor and which are otherwise depicted on **Exhibit A-1** attached hereto;
2. Any easements or rights of way for the benefit of the District that are (a) proposed by District in writing on or before the date which is ninety (90) days after the Execution Date, which writing shall reasonably specify the location, purpose, and duration thereof, and (b) approved in writing by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed, unless the same purport to interfere with any of proposed Lessee's Improvements in which case Lessee's approval may withheld or conditioned in Lessee's sole and absolute discretion; and
3. Any other easements or rights of way for the benefit of the District that are (a) proposed by District in writing after the date which is ninety (90) days after the Execution Date, which writing shall reasonably specify the location, purpose, and duration thereof, and (b) approved in writing by Lessee, which approval may withheld or conditioned in Lessee's sole and absolute discretion.

Exhibit F**Calculation of Rent**

During the first five (5) years of the Primary Term, Lessee shall pay total annual compensation equal to the number of Land Acres times SIX THOUSAND THREE HUNDRED NINETEEN DOLLARS AND NO CENTS (\$6,319.00) in accordance with the published Table of Lease Rental Rates found in the District's Leasing Policies C301-C309 for sites classified as Turning Basin Properties with Waterfront access.

Following completion of the first five (5) years of the Primary Term, the Rent shall automatically be adjusted once every five (5) years. The basis for any such quinquennial adjustment shall be the CPI for the month of February, compared to the CPI for the month of February five (5) years before, and the Rent shall not be increased more than the percentage increase of the CPI. A sample calculation is provided below for reference.

Sample calculation of the 5-year CPI Adjustment:

Current annual lease rental rate – Waterfront Property at the Turning Basin \$6,319.00

CPI-U – South Urban Area – City Size B/C	
February 2019	133.575
February 2024	136.625
Increase in the CPI	3.050
Percentage Increase of the CPI	2.3%

Quinquennial (5 year) increase per acre (rounded to nearest dollar) \$145.00

New annual lease rental rate – Waterfront Property at the Turning Basin: \$6,464.00

Exhibit G**Form of Effective Date Notice****EFFECTIVE DATE NOTICE**

WHEREAS, BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS, a navigation district organized, created and existing under and by virtue of the laws of the State of Texas, with its domicile in Brownsville, Cameron County, Texas ("***District***"), and RIO GRANDE LNG, LLC, a Texas limited liability company ("***Lessee***") have entered into that certain Lease Agreement dated March [], 2019 (the "***Lease***") for the Premises located on property situated at the Port of Brownsville in Cameron County, Texas and more particularly described in the Lease; and

WHEREAS, the Lessee now desires to confirm the Effective Date of the Term and other matters as set forth in this Effective Date Notice (the "***Notice***");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and under the Lease, and of the benefits to be derived herefrom and therefrom, the parties hereby agree as follows:

Section 1. Lessee hereby notifies and confirms to District that Lessee or Lessee's Affiliate has made its FID for the first Phase of the LNG Facility, and the Effective Date under the Lease is [], 201[].

Section 2. The amount of the credit against Rent due under Section 2(b) of the Lease as of the Effective Date is set forth on Schedule 1 attached hereto, which credit shall be applied against installments of Rent as set forth on said Schedule 1.¹

Section 3. Capitalized terms used herein shall have the meaning ascribed to them in the Lease, unless expressly provided herein.

Section 4. Except as amended, modified or supplemented by this Notice, the parties hereby reaffirm all terms, covenants and conditions contained in the Lease and acknowledge and agree that the same remain in full force and effect.

Section 5. This Notice may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts to this Notice may be executed and delivered by facsimile or electronic mail transmission, and signatures transmitted by facsimile or electronic mail transmission shall be deemed to be original signatures.

[Signature Page Follows]

[Remainder of this page intentionally left blank]

¹ Note to Draft: Section 2 will be omitted if the Effective Date occurs on or after the Outside Effective Date.

IN TESTIMONY WHEREOF, Lessee has caused this Notice to be executed by its proper officers thereunto duly authorized on the Effective Date.

RIO GRANDE LNG, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201__, by _____ in his/her capacity as _____ of RIO GRANDE LNG, LLC, a Texas limited liability company.

Notary Public in and for the State of Texas

[Lessee Signature Page to Effective Date Notice]

Exhibit G to Lease Agreement

Page | 2

Receipt of the attached Notice is hereby
acknowledged and accepted in accordance
with Section 1(b) of the Lease.

**BROWNSVILLE NAVIGATION
DISTRICT OF CAMERON COUNTY,
TEXAS**

By: _____
Name: _____
Title: Chairman of the Board of Navigation
and Canal Commissioners of the
Brownsville Navigation District of
Cameron
County, Texas

Attest:

By: _____
Secretary

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the _____ day of _____
201__, by _____, in his/her capacity as Chairman of the Board of
Navigation and Canal Commissioners of the BROWNSVILLE NAVIGATION DISTRICT OF
CAMERON COUNTY, TEXAS.

Notary Public in and for the State of Texas

[District Signature Page to Effective Date Notice]

EXECUTION VERSION
March 6, 2019

SCHEDULE 1
(to Effective Date Notice)

[to be attached]

Exhibit G to Lease Agreement

Page | 4

EXECUTION VERSION
March 6, 2019**Exhibit H****Form of Memorandum of Lease Agreement**

AFTER RECORDING PLEASE RETURN TO:

Krysta De Lima
General Counsel and Corporate Secretary
NextDecade Corporation
1000 Louisiana, Suite 3900
Houston, Texas 77002

MEMORANDUM OF LEASE AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CAMERON §

THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”) is made as of March __, 2019 (the “**Execution Date**”) by and between the BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS, a navigation district organized, created and existing under and by virtue of the laws of the State of Texas, with its domicile in Brownsville, Cameron County, Texas (“**District**”), and RIO GRANDE LNG, LLC, a Texas limited liability company (“**Lessee**”).

1. **Lease.** District and Lessee entered into that certain Lease Agreement dated as of the Execution Date (the “**Lease**”), pursuant to which Lessor leased to Lessee approximately 984 acres of real property (the “**Premises**”) in Cameron County, Texas, as more particularly described on **Exhibit A** attached hereto, which is incorporated into this Memorandum by this reference for all purposes. The Lease is also incorporated into this Memorandum by reference for all purposes.

2. **Purposes of Memorandum.** This Memorandum is executed for the purposes of recording and giving notice of Lessee’s leasehold estate in and to the Premises on which Lessee’s LNG Facility (as defined in the Lease) will be situated.

3. **Reserved Easements.** Pursuant to Section 15 of the Lease, District reserves certain non-exclusive rights of way and easements on, over and across the Premises for the purpose of installing and using rail lines, underground or overhead water lines, pipelines, power lines, telegraph and telephone lines, necessary or proper for the purposes of developing and serving lands within the Port and adjacent to the Premises, which such rights of way and easements are located within the easement areas described on **Exhibit B** attached hereto (collectively, the “**Reserved Easements**”); provided, however, that District (i) shall exercise said rights of way and easements in such a manner as is consistent with Lessee’s security and safety protocols, as adopted by Lessee from time to time, and does not impair or interfere with any of the existing or anticipated Improvements on the Premises, or with the maintenance or operation of the LNG Facility, and (ii) except in the case of an emergency related to public health or safety, shall give Lessee no less than

two (2) days' advance notice of its need to access such rights or way or easement areas that lie within the fencing or other security perimeter surrounding the LNG Facility, (iii) shall coordinate any visits by District's personnel or contractors in connection with any installation, repair or replacement activities within such rights of way or easement areas, and provided further that Lessee shall be entitled to have a representative accompany District or any of its contractors or representatives during the time such personnel are on the Premises, and (iv) notwithstanding any provision hereof to the contrary, in no event shall the District's reservation of rights set forth herein extend to granting rights on, over or across the Premises (other than within the Utility Corridor) for the sole benefit of a third party without Lessee's prior written consent. For purposes hereof, the "**Utility Corridor**" means the "Corridor", as defined in that certain Designation of Utility Corridor executed by the District, dated May 7, 2017, and recorded on June 6, 2017 in Volume 22650 at Page 156 in the official public records of Cameron County, Texas.

4. **Termination.** Upon termination of the Lease, this Memorandum shall be of no further force and effect.

5. **Interpretation.** The provisions in this Memorandum are not intended to, and shall not, amend, modify, or alter the terms and provisions of the Lease or otherwise affect the agreements, responsibilities and obligations of the parties under the Lease. The provisions of this Memorandum shall not be used in interpreting the Lease. In the event of a conflict between the Lease and this Memorandum, the Lease shall control.

[Signature Page Follows]

[Remainder of this page intentionally left blank]

EXECUTION VERSION
March 6, 2019

IN TESTIMONY WHEREOF, the parties hereto have each caused these presents to be executed by its proper officers thereunto duly authorized on the Execution Date.

RIO GRANDE LNG, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of February 2019, by _____ in his/her capacity as _____ of RIO GRANDE LNG, LLC, a Texas limited liability company.

Notary Public in and for the State of Texas

[Lessee Signature Page to Memorandum of Lease Agreement]

Exhibit H to Lease Agreement

Page | 3

**BROWNSVILLE NAVIGATION
DISTRICT OF CAMERON COUNTY,
TEXAS**

By: _____
Name: _____
Title: Chairman of the Board of Navigation
and Canal Commissioners of the
Brownsville Navigation District of
Cameron
County, Texas

Attest:

By: _____
Secretary

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the _____ day of February 2019, by _____, in his/her capacity as Chairman of the Board of Navigation and Canal Commissioners of the BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS.

Notary Public in and for the State of Texas

[District Signature Page to Memorandum of Lease Agreement]

Exhibit H to Lease Agreement

Page | 4

EXHIBIT A to Memorandum of Lease**Legal Description of Land**

That certain parcel or tract of land having an address of 48326 Highway 48, Port Isabel, Texas 78587 and being depicted on that certain plat of survey entitled "Boundary Survey showing Parcel "A" (487.17 acres) and Parcel "B" (496.80 acres) situated in the Rafael Garcia, Cameron County Texas, T. Kinder, Isabel Y Garcia, R.R. Stoley and Brownsville Navigation District Surveys, Abstracts 1, 264, 270, 272, 273, 274 & 275, Cameron County, Texas, Rio Grande LNG" prepared by John Chance Land Surveys, Inc. and dated June 25, 2015, last updated December 4, 2018, a copy of which is attached hereto as **Exhibit A-1**.

EXHIBIT A-1

Property Surv

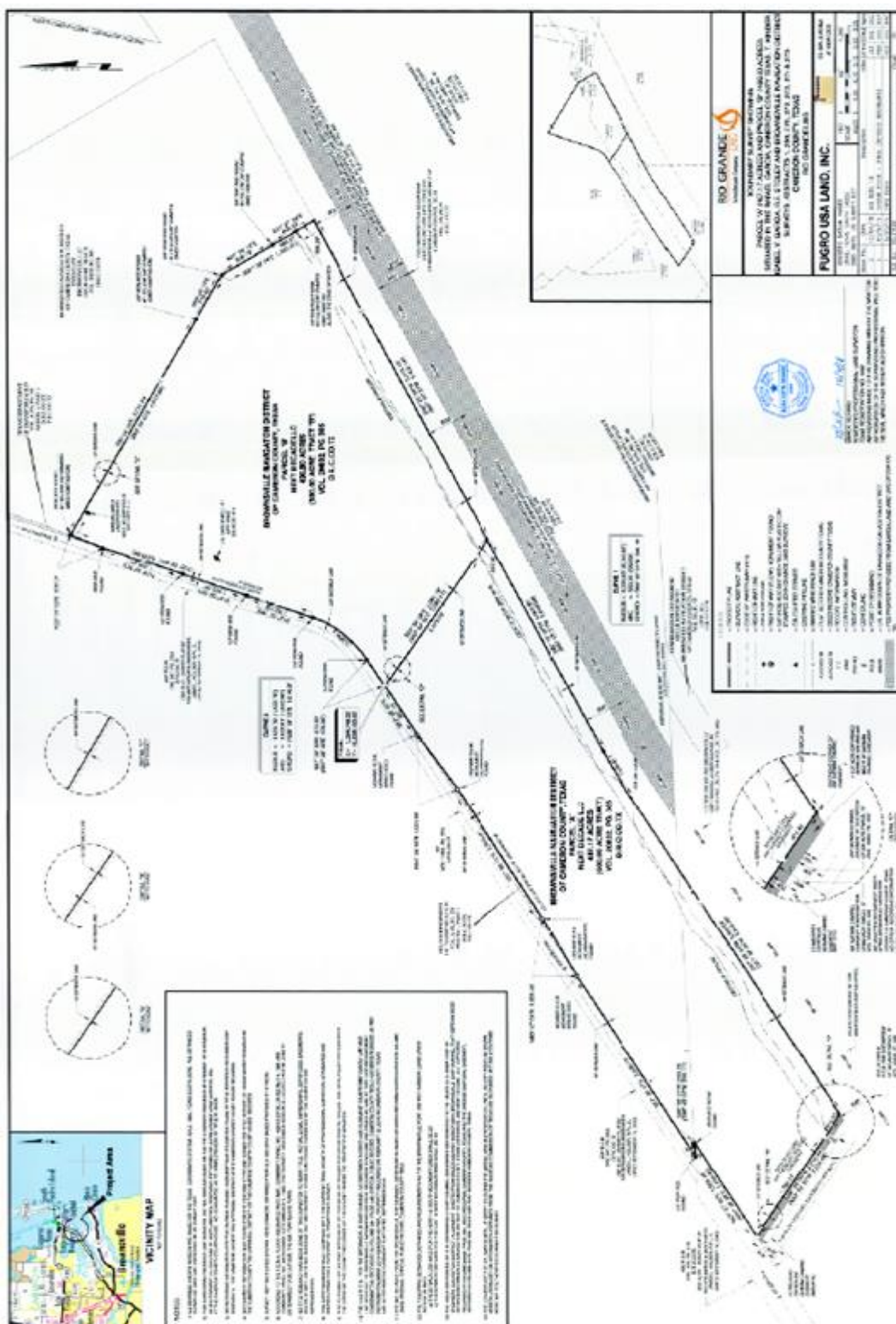


Exhibit B to Memorandum of Lease**Easements and Rights-Of-Way on the Premises**

The Reserved Easements shall include only:

1. Those that benefit the District in connection with the Utility Corridor and which are otherwise depicted on **Exhibit A-1** attached hereto;
2. Any easements or rights of way for the benefit of the District that are (a) proposed by District in writing on or before the date which is ninety (90) days after the Execution Date, which writing shall reasonably specify the location, purpose, and duration thereof, and (b) approved in writing by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed, unless the same purport to interfere with any of proposed Lessee's Improvements in which case Lessee's approval may withheld or conditioned in Lessee's sole and absolute discretion; and
3. Any other easements or rights of way for the benefit of the District that are (a) proposed by District in writing after the date which is ninety (90) days after the Execution Date, which writing shall reasonably specify the location, purpose, and duration thereof, and (b) approved in writing by Lessee, which approval may withheld or conditioned in Lessee's sole and absolute discretion.

Schedule 1

Defined Terms

“Affiliate” means any entity which is controlled by, controls, or is under common control with Lessee. For purposes of this definition, the term “controlled by”, “controls”, or “under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through ownership, legally or beneficially, of voting securities, by contract or otherwise.

“Applicable Law” means, with respect to any subject matter, action or document, each applicable statute, law, code, treaty, regulation, ordinance, rule, judgment, rule of common law or principle of equity, order, decree, writ, clearance, approval, authorization, directive, grant, concession, franchise, license, agreement, guideline, policy, requirement, and other restriction of any Governmental Authority, and each similar form of decision of, or determination by, and interpretation or administration of any of the preceding by, any Governmental Authority, currently in effect or as may be amended, enacted or promulgated from time to time.

“Business Day” means any day that is (i) not a Saturday or Sunday, (ii) day on which national banks are closed for business in the State of Texas, or (iii) day on which the District is closed for business based upon its annual schedule duly adopted by the board of commissioners of the District.

“Certificate of Standing” has the meaning set forth in Section 7(f).

“Claims” means and refers to any and all claims, demands, causes of action, fines, damages, liabilities, losses, costs, expenses (including without limitation the Indemnified Party’s reasonable attorneys’ fees and court costs), penalties, assessments, environmental response costs, and/or injunctive obligations that may be asserted against or incurred by any of the Indemnified Parties, at law or in equity, whether common law or statutory, administrative or regulatory, contractual or in tort, as well as any other kind or character of action.

“Costs” means all costs and expenses of any kind or nature, including reasonable attorneys’ and paralegals’ fees and expenses, consultant fees, and expert fees.

“Confidential Information” means all Plans (and drafts thereof), modeling, engineering, financial, contracts, policies of insurance, and other reports, information, data and interpretation received by District from Lessee or its representatives with respect to the LNG Facility or the business of Lessee or its Affiliates, investors and lenders.

“CPI” means the Consumer Price Index for All Urban Customers published by the Bureau of Labor Statistics of the United States Department of Labor, for the South Urban area, All Items (1982-84=100), City Size B/C, or such other index as may in the future be designated in District’s leasing policy as may be applied in a non-discriminatory manner throughout the Port.

“Defense Costs” has the meaning set forth in Section 22(h)(ii).

“District” has the meaning set forth in the preamble.

“District Notice” has the meaning set forth in Section 7(c).

“DOT” means the United States Department of Transportation.

“EPC Contractor” means the engineering, procurement and construction contractor selected by Lessee for the detailed design, engineering, procurement and construction of the LNG Project under an EPC contract,

“Effective Date” shall have the meaning set forth in Section 1(b).

“Effective Date Notice” shall have the meaning set forth in Section 1(b).

[***].

“Environmental Report(s)” mean(s) that certain Phase I Environmental Site Assessment (Terminal Facility) for the Rio Grande LNG Project bearing Project Number CP16-454-000 dated August 2018 and prepared for Rio Grande LNG by ecology and environment, inc.

“Event of Default” has the meaning set forth in Section 11(a).

“Execution Date” has the meaning set forth in the preamble.

“FERC” means the Federal Energy Regulatory Commission.

“FERC Order” means that certain final, non-appealable order (including any extensions thereof) issued by the FERC in connection with the LNG Facility.

“FID” shall have the meaning set forth in Section 1(b).

“Governmental Authorities” and **“Governmental Authority”** means individually or collectively the United States of America, the State of Texas, Cameron County, and any other political subdivision, court, or agency having jurisdiction over the Premises, whether federal, state, or local; provided, however, that District shall be deemed a Governmental Authority insofar as it exercises its legal and regulatory authority in a non-discriminatory manner over the Port.

“Guarantor” has the meaning set forth in Section 28.

“Guaranty” has the meaning set forth in Section 28.

“Hazardous Materials” means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any Applicable Law, including, without limitation, any material, waste or substance which is: (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (v) defined as a “hazardous

waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., (42 U.S.C. 6903); (vi) defined as a “Hazardous Substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. (42 U.S.C. 9601); or (vii) defined as “hazardous wastes”, “hazardous substances”, “industrial solid wastes” or “solid wastes” pursuant to Section 361.003 of the Texas Health and Safety Code, as all such laws are currently in effect or may be amended in the future, and as the above definitions may change from time to time.

“Improvements” has the meaning set forth in Section 3(b).

“Indemnified Parties” means District, its officers, directors, employees, agents, successors and assigns.

“Land” has the meaning set forth in Section 1(a).

“Land Acres” means the area of the Land (rounded to the nearest one-hundredth of an acre), which District and Lessee estimate to be nine hundred eighty-four and one one-hundredth (984.01) acres; provided, however, that if the area of the Land as measured by a certified survey is not nine hundred eighty-four and one one-hundredth (984.01) acres, then District and Lessee will enter into an amendment to this Lease specifying the actual area of the Land.

“Lease” has the meaning set forth in the preamble.

“Leasehold Mortgagee” has the meaning set forth in Section 7(a).

“Lessee” has the meaning set forth in the preamble.

“Lessee’s Environmental Costs” has the meaning set forth in Section 22(d).

“Lessee’s Improvements” has the meaning set forth in Section 4(f).

“LNG Facility” has the meaning set forth in Section 3(a).

“National Electrical Code” means the version of the National Electrical Code that is required by Applicable Law.

“NextDecade” has the meaning set forth in the recitals.

“Non-Receiving Party” has the meaning set forth in Section 22(h).

“Operating Affiliate” has the meaning set forth in Section 3(c).

“Operating Lease” has the meaning set forth in Section 3(c)(ii).

“Operating Lease Premises” has the meaning set forth in Section 3(c)(ii).

“Operations Commencement Date” means the date that FERC specifies Lessee or its Affiliate is authorized to commence commercial operation of the LNG Facility. Lessee shall give

written notice of the Operations Commencement Date to District upon receiving notification from FERC.

“Option Agreement” has the meaning set forth in the recitals.

“Other Remedies” has the meaning set forth in Section 11(e).

“Outside Effective Date” shall have the meaning set forth in Section 1(b).

“Permitted Transfer” has the meaning set forth in Section 6(b).

“Permitted Use” has the meaning set forth in Section 3(a).

“Phase” has the meaning set forth in Section 3(c).

“PHMSA” means the Pipeline and Hazardous Materials Safety Administration.

“Pilot Board” means the Port of Brownsville Pilot Board.

“Plans” means the plans and specifications prepared by Lessee or its representatives for the construction of the structural components of the Improvements, or a phase thereof, and submitted to the District (whether through [***], the District’s Director of Engineering Services, the District’s Department of Engineering Services, or otherwise) in accordance with the terms and conditions of this Lease.

“Port” means the Port of Brownsville and related port facilities and navigable waters under the jurisdiction of District, including the Brazos Island Harbor Ship Channel and other navigable waters.

“Port Service Discontinuation Policy” means that certain Port Services Collection and Discontinuation Policy (G103), effective as of September 1, 2016, as amended from time to time prior to the Effective Date and as may be amended in a non-discriminatory manner after the Effective Date. For further reference, visit www.portofbrownsville.com.

“Premises” has the meaning set forth in Section 1(a).

“Primary Term” has the meaning set forth in Section 1(a).

“Prevailing Party” has the meaning set forth in Section 21.

[***].

“Receiving Party” has the meaning set forth in Section 22(h).

“Release Date” means the date on or after the Operations Commencement Date when Lessee or Guarantor delivers to the District reasonable evidence that (i) Lessee’s consolidated net worth is greater than \$250,000,000.00 or (b) Lessee’s credit rating is at least the lower of BB- pursuant to the credit ratings provided by Standard & Poor’s or that of the District as of the Execution Date.

“Remedial Work” has the meaning set forth in Section 22(e).

“Renewal Term” has the meaning set forth in Section 1(d).

“Rent” means collectively the rental payments calculated in accordance with **Exhibit F**.

“Reserved Easements” has the meaning set forth in Section 15.

“Security Deposit” means an amount equal to three (3) months’ Rent under the Lease as of the Effective Date. This shall be calculated as (i) the Land Acres of the Premises, times (ii) Six Thousand Three Hundred Nineteen and No/100 Dollars (\$6,319.00), divided by (iii) four (4), paid by Lessee to District on or before the Effective Date of this Lease. The security deposit will be held by the District, without accruing interest to the Lessee, so long as the Lessee maintains a lease on the Premises. A reduction in the acreage of the Premises will not operate to reduce the Security Deposit without the District’s written consent; however, an increase in the acreage of the Premises will result in an additional Security Deposit which is equal to three month’s Rent on the additional portion of the Premises.

“Tariff” means Port of Brownsville Tariff No. 6 (FMC-T6), issued December 6, 2006, effective as of March 1, 2007, as amended from time to time prior to the Effective Date and as may be amended in a non-discriminatory manner after the Effective Date. For further reference, visit www.portofbrownsville.com.

“Ten-Acre Lease” has the meaning set forth in the recitals.

“Term” means, collectively and as applicable, the Primary Term and each Renewal Term.

“Third-Party Claim” has the meaning set forth in Section 21(h).

“Title Expenses” has the meaning set forth in Section 27(b).

“Title Matters” has the meaning set forth in Section 27(a).

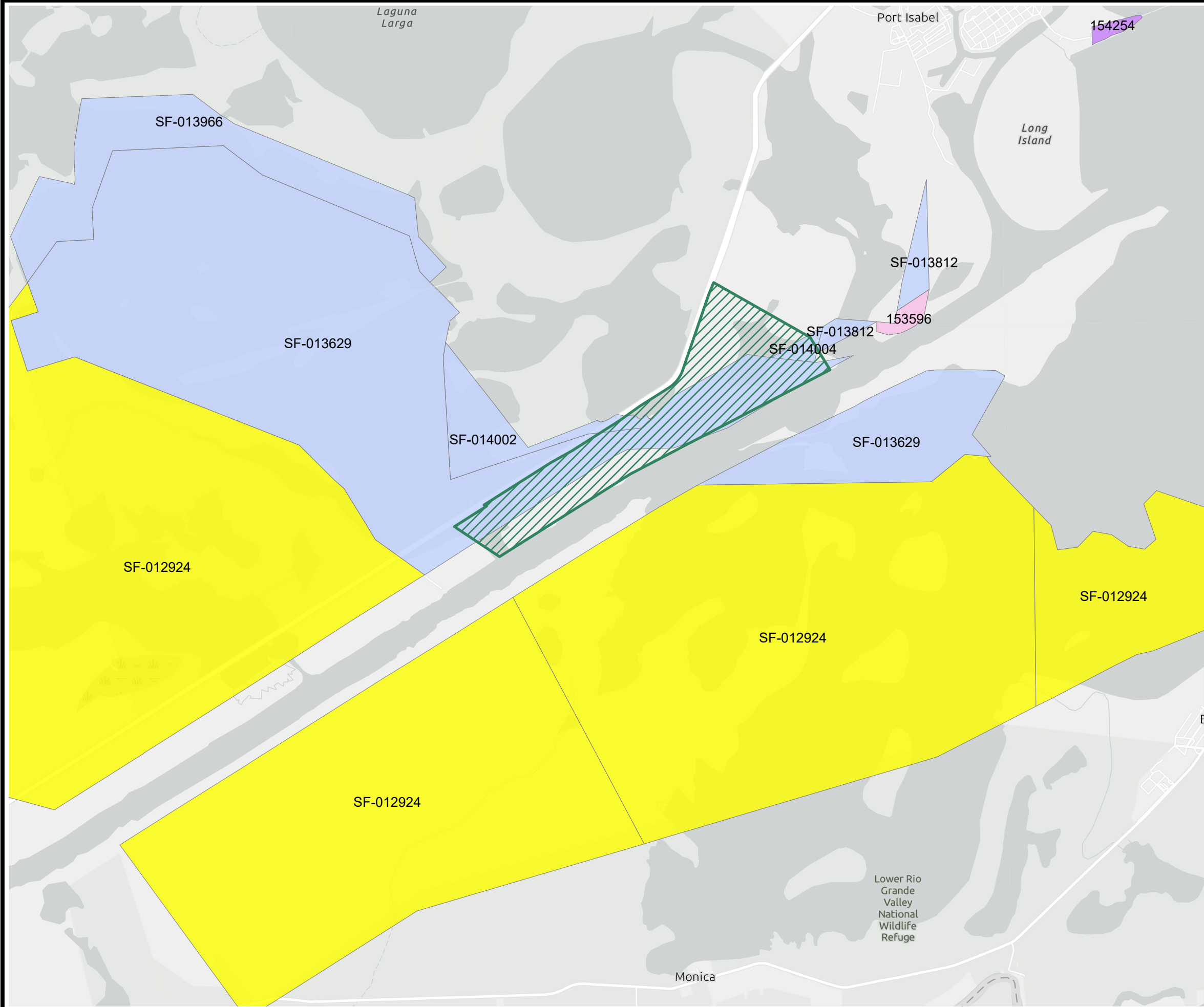
“Transfer” means a transfer, assignment, sublease, sale or conveyance of Lessee’s interest in this Lease or its right, title, and interest in and to the Premises.

“USACOE” means the United States Army Corp of Engineers.

“USCG” means the United States Coast Guard.

“Utility Corridor” means the “Corridor”, as defined in that certain Designation of Utility Corridor executed by the District, dated May 7, 2017, and recorded on June 6, 2017 in Volume 22650 at Page 156 in the official public records of Cameron County, Texas.

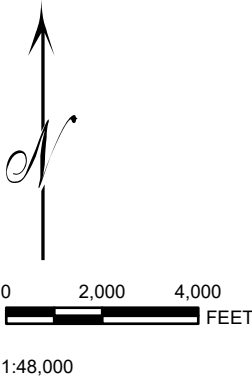
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LEGEND

-  NextDecade LNG, LLC Leased Property Boundary
- Permanent School Fund (PSF) Lands
-  04 - School Land Fee
-  07 - Relinquishment Act Land
-  08 - Free Royalty Land
-  15 - Surface Sold - All Minerals Reserved

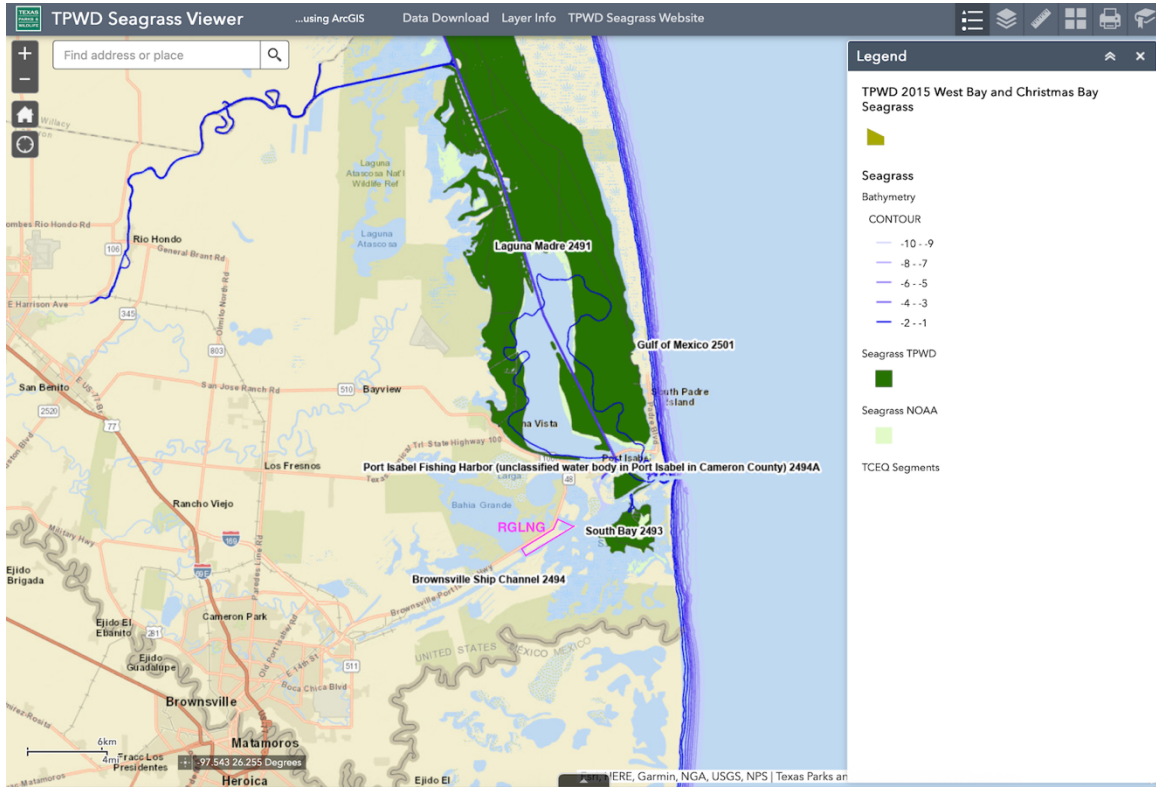
PSF Land Source:
Texas General Land Office, July 2025



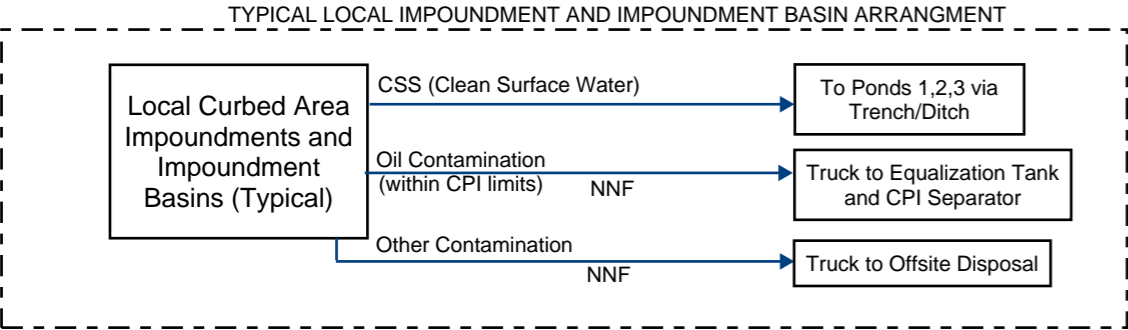
NEXTDECADE LNG, LLC			
ATTACHMENT A-3-4 PSF MAP			
DRAWN BY:	S WILSON	SCALE:	PROJ. NO. TPDES 2025
CHECKED BY:	D KOCUREK	AS NOTED	PSF Map
APPROVED BY:	D KOCUREK	DATE PRINTED:	
DATE:	July 2025	7/21/2025	
		<small>www.SiteMapLLC.com Ph. 409-998-1834 Ph. 409-738-2133</small>	

ATTACHMENT A-4

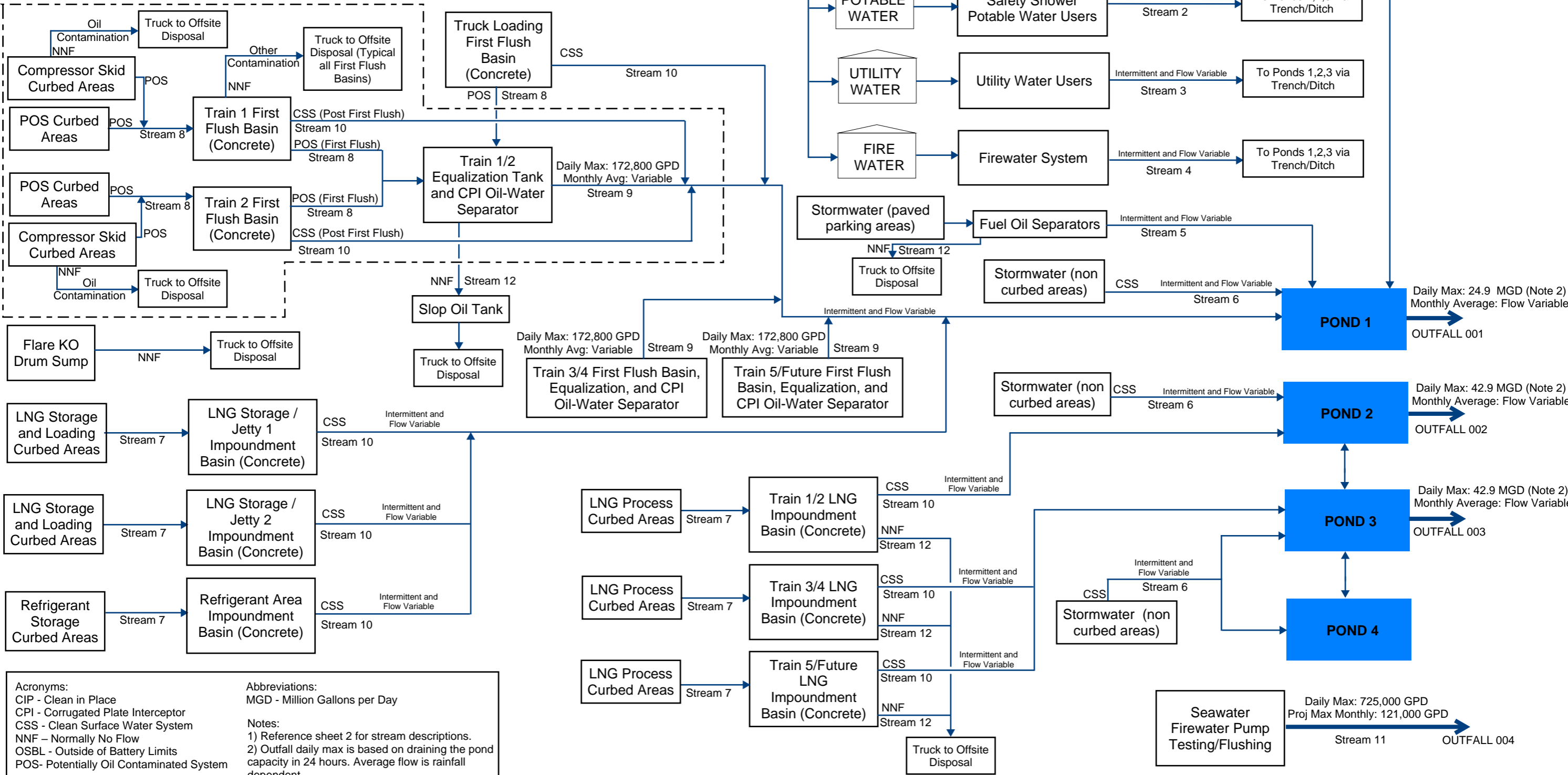
Seagrass Map



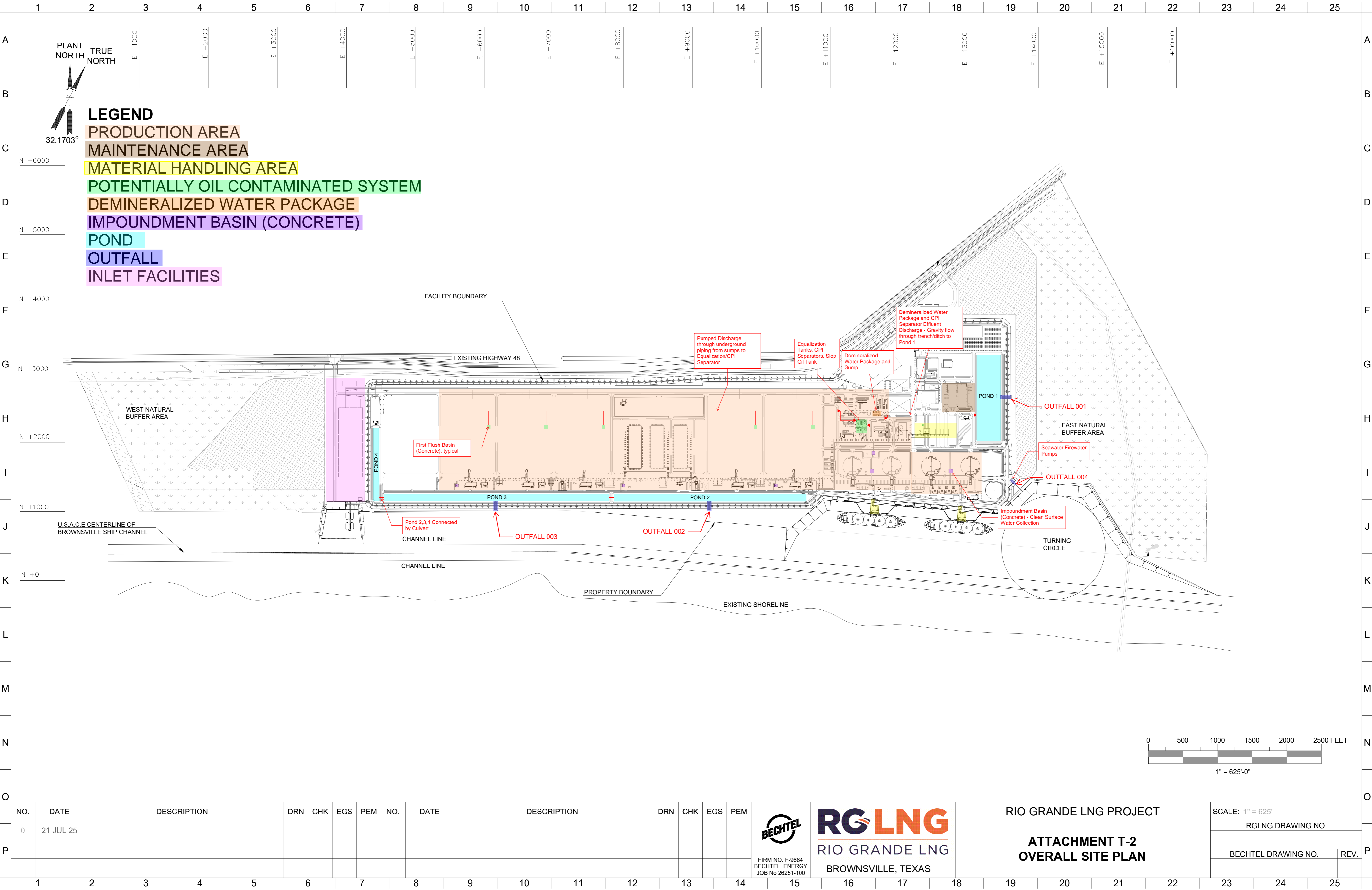
7/18/25



TYPICAL FIRST FLUSH BASIN, EQUALIZATION, CPI SEPARTOR ARRANGMENT



Stream	Description	Sources
1	Demineralization Package Wastewater	Reverse Osmosis reject, flushing, filter back flush, hydrotesting and flushing, maintenance wastewaters, and allowable MSGP non-stormwaters
2	Potable Water	Potable water system testing, flushing, maintenance, including safety showers, hydrotesting, and allowable MSGP non-stormwaters
3	Utility Water	Utility water from utility stations, fin-fan rinsing, wash down, flushing, maintenance, and allowable MSGP non-stormwaters
4	Firewater	Firewater from firewater system testing, hydrotesting and flushing, deluge system testing, maintenance, and allowable MSGP non-stormwaters
5	Stormwater - Paved Parking Areas	Effluent water from stormwater fuel oil separators, and allowable MSGP non-stormwaters
6	Stormwater - Non-Curbed Areas	Stormwater runoff from non curbed areas, concrete production discharges, construction stormwater, and allowable MSGP non-stormwaters
7	Surface Runoff - LNG Train Process Areas	Surface runoff from paved LNG Train process areas to impoundment basins (concrete). May contain rainwater/stormwater runoff, firewater and deluge system testing, potable water, utility water, hydrotesting and flushing water, and allowable MSGP non-stormwaters.
8	Surface Runoff - Potentially Oil Contaminated	Surface runoff from paved areas that have areas which have potential to contain small amounts of oil due to minor leakage or incidental spill. May contain rainwater/stormwater runoff, firewater and deluge system testing, hydrotesting and flushing water, potable water, utility water, and allowable MSGP non-stormwaters
9	CPI Separator Discharge Water	Effluent water from CPI Separator, and allowable MSGP non-stormwaters
10	Clean Surface Runoff - Discharge from Basins	Clean Surface water discharge from first flush and impoundment basins (concrete), hydrotesting and flushing waters, firewater and deluge system testing, and allowable MSGP non-stormwaters
11	Seawater Firewater	Seawater firewater discharge from Firewater pump testing. Firewater discharge for flushing and maintenance, and allowable MSGP non-stormwaters
12	Oils/Fuels/Contaminants	Contamination recovered from CPI Separator, Fuel Oil Separator, or Impoundment Basin for offsite disposal.
13	Demineralization Package CIP Wastewater	Clean in Place and Multi-Media Filter Backwash discharge wastewaters, hydrotesting and flushing, and allowable MSGP non-stormwaters



FIRM NO. F-9684
BECHTEL ENERGY
JOB No 26251-100

RGLNG
RIO GRANDE LNG
BROWNSVILLE, TEXAS

RIO GRANDE LNG PROJECT

ATTACHMENT T-2 OVERALL SITE PLAN

SCALE: 1" = 625'

RGLNG DRAWING NO.

BECHTEL DRAWING NO.

REV.

Candice Calhoun

From: Britt Richey <brichey@next-decade.com>
Sent: Friday, September 26, 2025 9:00 AM
To: Candice Calhoun; Dianna Kocurek
Cc: Erin Woods
Subject: Re: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency
Attachments: 20250926_TPDES_RFI1.pdf; Attachment A-3-3 RGLNG Landowner Labels.docx; WQ0005501000 New Spanish NORI 9-25-25.docx

Good Morning Candice,

Please see the attached 3 documents per your request. Thank you for your assistance and if you have any additional questions, please let me know.

Sincerely,

Britt Richey

Manager, Environmental

Regulatory

Office: +1832-675-9095 ext 154| Mobile: +1281-797-7938

brichey@next-decade.com



NextDecade Corporation

1000 Louisiana Street, Suite 3300

Houston, TX 77002

United States

www.Next-Decade.com



From: Candice Calhoun <Candice.Calhoun@tceq.texas.gov>
Sent: Thursday, September 25, 2025 2:27 PM
To: Dianna Kocurek <dianna@tkee.com>; Britt Richey <brichey@next-decade.com>
Subject: RE: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency

CAUTION: This email originated from outside of NextDecade. DO NOT CLICK on links or scan QR codes or open attachments unless you recognize the sender and know the contents are safe.

Dianna,

It was nice speaking with you as well, and yes, of course! 😊

Regards,



Candice Courville

License & Permit Specialist
ARP Team | Water Quality Division
Texas Commission on Environmental
Quality
512-239-4312
candice.calhoun@tceq.texas.gov

How is our customer service? Fill out our online customer satisfaction survey at
www.tceq.texas.gov/customersurvey

From: Dianna Kocurek <dianna@tkee.com>
Sent: Thursday, September 25, 2025 2:18 PM
To: Candice Calhoun <Candice.Calhoun@tceq.texas.gov>; Britt Richey <brichey@next-decade.com>
Subject: Re: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency

Candice,

It was nice to speak with you and thanks for getting the NORI updated so quickly, which helps us complete the response to the NOD letter.

Thanks,
Dianna

From: Candice Calhoun <Candice.Calhoun@tceq.texas.gov>
Date: Thursday, September 25, 2025 at 2:07 PM
To: Britt Richey <brichey@next-decade.com>, DK <dianna@tkee.com>
Subject: RE: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency

Dianna,

As discussed, below is the updated NORI portion which includes the approved discharge route.

APPLICATION. Nextdecade LNG, LLC, 1000 Louisiana Street, Suite 3300, Houston, Texas 77002, which owns a natural gas liquefaction facility and liquefied natural gas (LNG) export terminal, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0005501000 (EPA I.D. No. TX0148555) to authorize the discharge of treated wastewater and stormwater at an intermittent and flow-variable volume. The facility will be located at 48326 State Highway 48, near the city of Port Isabel, in Cameron County, Texas 78578. The discharge route will be from the plant site via Outfall 001 to a tidal wetland; thence to Brownsville Ship Channel; and via Outfalls 002, 003, and 004 directly to Brownsville Ship Channel. TCEQ received this application on September 22, 2025. The permit application will be available for viewing and

copying at Brownsville Public Library, 2600 Central Boulevard, Brownsville, in Cameron County, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.254722,26.026111&level=18>

Further information may also be obtained from Nextdecade LNG, LLC at the address stated above or by calling Mr. Britt Richey, Environmental Manager, at 832-675-9095.

Regards,



Candice Courville

License & Permit Specialist
ARP Team | Water Quality Division
Texas Commission on Environmental
Quality
512-239-4312
candice.calhoun@tceq.texas.gov

How is our customer service? Fill out our online customer satisfaction survey at
www.tceq.texas.gov/customersurvey

From: Candice Calhoun

Sent: Thursday, September 25, 2025 1:30 PM

To: 'Britt Richey' <brichey@next-decade.com>; Dianna Kocurek <dianna@tkee.com>

Subject: RE: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency

Britt,

Thank you so much!

Dianna,

So sorry, I am not too sure why I could not connect a call with you, but if you are able to email me your questions, I will be glad to assist. If you would rather call, I will be available until 4pm today and will try my best to be available when you call.

Regards,



Candice Courville

License & Permit Specialist
ARP Team | Water Quality Division
Texas Commission on Environmental
Quality
512-239-4312
candice.calhoun@tceq.texas.gov

How is our customer service? Fill out our online customer satisfaction survey at
www.tceq.texas.gov/customersurvey

From: Britt Richey <brichey@next-decade.com>

Sent: Thursday, September 25, 2025 1:27 PM

To: Candice Calhoun <Candice.Calhoun@tceq.texas.gov>; Dianna Kocurek <dianna@tkee.com>

Subject: Re: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency

Hi Candice,

Dianna's email is dianna@tkee.com.

Thanks,

Britt Richey

Manager, Environmental

Regulatory

Office: +1832-675-9095 ext 154| Mobile: +1281-797-7938

brichey@next-decade.com



NextDecade Corporation

1000 Louisiana Street, Suite 3300

Houston, TX 77002

United States

www.Next-Decade.com   

From: Candice Calhoun <Candice.Calhoun@tceq.texas.gov>

Sent: Thursday, September 25, 2025 1:24 PM

To: Britt Richey <brichey@next-decade.com>

Subject: RE: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency

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Good afternoon, Mr. Richey,

Dianna Kocurek called me earlier this morning with some questions regarding the NOD letter. I tried to call her back twice; however, the line would ring once and then go silent. Could you please provide me with her email address that way I can contact her regarding her questions?

Thank you in advance.

Regards,



Candice Courville

License & Permit Specialist
ARP Team | Water Quality Division
Texas Commission on Environmental
Quality
512-239-4312
candice.calhoun@tceq.texas.gov

How is our customer service? Fill out our online customer satisfaction survey at
www.tceq.texas.gov/customersurvey

From: Candice Calhoun

Sent: Tuesday, September 23, 2025 10:51 AM

To: brichey@next-decade.com

Subject: Application for Proposed Permit No. WQ0005501000 (Nextdecade LNG, LLC) - Notice of Deficiency

Importance: High

Good morning, Mr. Richey,

The attached Notice of Deficiency (NOD) letter dated **September 23, 2025**, requests additional information needed to declare the application administratively complete. Please send complete response no later than **October 7, 2025**.

If you have any questions, please let me know.

Regards,



Candice Courville

License & Permit Specialist
ARP Team | Water Quality Division
Texas Commission on Environmental
Quality
512-239-4312
candice.calhoun@tceq.texas.gov

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September xx, 2025

Ms. Candice Calhoun-Courville
Applications Review and Processing Team (MC-148)
Water Quality Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Re: NextDecade LNG, LLC (CN606414134)
Rio Grande LNG (RN109222851)
New Application, TPDES Permit No. WQ0005501000 (EPA ID TX0148555)
Response to letter dated September 19, 2025

Dear Ms. Calhoun-Courville:

NextDecade LNG, LLC is in receipt of your September 23, 2025 letter, which requested additional information for a new TPDES application for the Rio Grande LNG facility that was submitted on September 22, 2025. Below are responses to the requested information.

TCEQ Item 1

Affected Landowner Labels: Please provide the landowner list formatted for mailing labels (Avery 5160) in a Microsoft Word document.

Response to Item 1

The landowner mailing labels were included in the STEERS application as file Attachment A-3-3 RGLNG Landowner Labels.docx. After speaking with you, we understand that your copy from STEERS was transferred to you as a pdf. We are including with our response here, the original Word file.

TCEQ Item 2

The following is a portion of the NORI, which contains information relevant to your application. Please read it carefully and indicate if it contains any errors or omissions. The complete notice will be sent to you once the application is declared administratively complete.

Response to Item 2

The initial NORI text in your September 23rd letter had one item pending from TCEQ staff – the description of outfall routing. You provided an updated NORI with that item completed on 9-25-25. The complete NORI text is provided below. The only change requested is the capitalization of the company name as indicated below.

“APPLICATION. **NextDecade** LNG, LLC, 1000 Louisiana Street, Suite 3300, Houston, Texas 77002, which owns a natural gas liquefaction facility and liquefied natural gas (LNG) export terminal, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0005501000 (EPA I.D. No. TX0148555) to authorize the discharge of treated wastewater and stormwater at an intermittent and flow-variable volume. The facility will be located at 48326 State Highway 48, near the city of Port Isabel, in Cameron County, Texas 78578. The discharge route will be from the plant site via Outfall 001 to a tidal wetland; thence to Brownsville Ship Channel; and via Outfalls 002, 003, and 004 directly to Brownsville Ship Channel. TCEQ received this application on September 22, 2025. The permit application will be available for viewing and copying at Brownsville Public Library, 2600 Central Boulevard, Brownsville, in Cameron County, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.
<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.254722,26.026111&level=18>

Further information may also be obtained from **NextDecade** LNG, LLC at the address stated above or by calling Mr. Britt Richey, Environmental Manager, at 832-675-9095.

TCEQ Item 3

The application indicates that public notices in Spanish are required. After confirming the portion of the NORI above does not contain any errors or omissions, please use the attached template to translate the NORI into Spanish. Only the first and last paragraphs are unique to this application and require translation. Please provide the translated Spanish NORI in a Microsoft Word document.

Response to Item 3

The Spanish NORI is attached.

Please do not hesitate to contact me at 832-675-9095 ext. 154 or brichey@next-decade.com if you have any questions.

Sincerely,

Britt Richey

Environmental Manager

Attachments

Attachment A-3-3 RGLNG Landowner Labels.docx

WQ0005501000 New Spanish NORI 9-25-25.docx

BROWNSVILLE NAVIGATION
DISTRICT
PO BOX 3070
BROWNSVILLE TX 78523-3070

U S FISH & WILDLIFE SERVICE
REGION 2 DIVISION OF REALTY
PO BOX 1306
ALBUQUERQUE NM 87103