VIA EMAIL

September 18, 2020

Eddie Treviño, Jr.
County Judge
1100 E. Monroe
Brownsville, Texas 78520

and

Daniel M. Martinez, J.D., C.P.A.
Winstead PC
300 Convent, Suite 2700
San Antonio, Texas 78205

Re: Request for Extension of Construction Commencement Date

Dear Judge Treviño,

Reference is made to that certain Tax Abatement Agreement for Trains 1&2, dated October 3, 2017, by and between Rio Grande LNG, LLC, a Texas limited liability company (the "**Company**") and the County of Cameron, Texas, acting by and through its County Judge or his designee (the "**County**"), as amended by that certain Amendment No. 1 to Tax Abatement Agreement for Trains 1&2, dated September 18, 2020 (as amended, the "**Agreement**") by and between the Company and the County. Capitalized terms used but not defined in this letter shall have the meaning set forth in the Agreement.

Pursuant to Section 2.01 of the Agreement, the Company hereby requests a three-year extension of the required commencement date for the construction of Trains 1 & 2. Evidence of the Company's ongoing efforts to commence the construction of Trains 1 & 2, in the form of a summary table of development activities completed and underway (as attested by Roberto Simone, Managing Director at Societe Generale) was previously provided in our original letter requesting an extension, dated June 8, 2020.

Please sign this letter to acknowledge the County's consent and return it to me at Rio Grande LNG, LLC, 1000 Louisiana Street, Suite 3900, Houston, Texas 77002 or via email batkins@next-decade.com with a copy to Krysta De Lima at kdelima@next-decade.com.

NEXTDECADE

The Company appreciates the County's assistance and thanks it in advance for its prompt attention to this matter.

Very truly yours,

Rio Grande LNG, LLC

By: _____
Name: Benjamin A. Atkins
Title: Chief Financial Officer

Acknowledged, agreed, and consented to as of the date set forth below:

Cameron County, Texas

By: _____
Name: Eddie Treviño, Jr.
Title: County Judge

Date: September 18, 2020

COMMISSIONER'S COURT ★ CAMERON COUNTY, TEXAS ★

Attested by: _____
Sylvia Garza-Perez, County Clerk

STATE OF TEXAS §
COUNTY OF CAMERON §

Contract No. 2020C09326

Amendment No. 1

to

Tax Abatement Agreement for Trains 1&2

This Amendment No. 1 to Tax Abatement Agreement for Trains 1&2 (this "**Amendment**"), dated this 18th day of September, 2020, is entered into by and between Rio Grande LNG, LLC, a Texas limited liability company (the "**Company**"), and the County of Cameron, Texas, acting by and through its County Judge or his designee (the "**County**").

WHEREAS, the Company and the County entered into that certain Tax Abatement Agreement for Trains 1&2 on October 3, 2017 (the "**Original Agreement**"); and

WHEREAS, the Company and the County desire now to modify the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Original Agreement.

2. The Original Agreement shall be amended by deleting Section 2.01 in its entirety and replacing it with the following:

> "2.01 The Company shall commence construction of Trains 1 & 2 within three (3) years of the Effective Date; provided, such date may be extended by vote of the Commissioners Court, which shall not to be unreasonably withheld, conditioned or delayed, for a period of three (3) years (the "**Start Extension**") if: (i) the Company, at least forty-five (45) days prior to the 3rd anniversary of the Effective Date, provides a written request for extension to the County along with third party written attestation from its financial advisor (Societe Generale or its successor) and supporting evidence that commercially reasonable efforts are being undertaken by Company to commence construction. If the Company requests a Start Extension and the extension is granted, the PILOT Amount for Trains 1 & 2 due under Section 5.01 of this Agreement shall be increased by $200,000 for each year of delay in the commencement of construction from the 3rd anniversary of the Effective Date. For the avoidance of doubt: (i) if the Start Extension is granted and commencement of construction occurs after the 5th anniversary but on or prior to the 6th anniversary, the PILOT Amount for Trains 1 & 2 would be increased by $600,000; (ii) the consent to grant the Start Extension shall not be conditioned on or subject to any other changes to the terms and payments established hereunder or any other condition, except for the increase in the PILOT Amount described in the preceding sentences; and (iii) the increase in PILOT Amount in this Section 2.01 shall not

apply to other Trains under any separate agreement(s) between the Company and the County. Company shall notify the County in accordance with the requirements of Article VII when it has commenced construction."

3. The Original Agreement shall be amended by deleting Section 5.01 in its entirety and replacing it with the following:

"5.01 In consideration of the tax abatements described in Section 4.02 being granted to it, the Company (or an Affiliate) shall pay to the County $1,140,000 in each Operational Year (each, a "**PILOT Amount**"); *provided, however*, that, upon notification in writing by the Company to the County, within ten (10) years of the date that Train 2 Commences Full Commercial Operations, of the Company's final investment decision being taken to construct Train 6 (as such term is defined in that certain Tax Abatement Agreement for Train 6 by and between the Company and the County, dated October 3, 2017), the PILOT Amount shall be $800,000. Notwithstanding the foregoing, the amounts of this Section 5.01 shall be increased pursuant to Section 2.01, as applicable. For the avoidance of doubt and by way of example, the aggregate PILOT Amount due under Section 2.01 and Section 5.01 shall be as follows:

If Trains 1 & 2 commence construction ...	**Prior to Train 6 final investment decision**	**After Train 6 final investment decision**
... after the 3rd anniversary and before the 4th anniversary of the Effective Date	$1,340,000	$1,000,000
... after the 4th anniversary and before the 5th anniversary of the Effective Date	$1,540,000	$1,200,000
... after the 5th anniversary and before the 6th anniversary of the Effective Date	$1,740,000	$1,400,000."

4. Section 9.02 of the Original Agreement is amended to delete the reference to "County Administrator" therein and replace it with "County Judge."

5. This Amendment shall be deemed to form an integral part of the Original Agreement and construed in connection with and as part of the Original Agreement, and all terms, conditions, covenants and agreements set forth in the Original Agreement, except as explicitly set forth herein, are hereby ratified and confirmed and shall remain in full force and effect, unmodified in any way. In the event of any inconsistency or conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the "Agreement" in the Original Agreement shall hereinafter refer to the Agreement as amended and supplemented by this Amendment.

6. This Amendment 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.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Amendment as of the date written below the parties' representatives' signatures, hereinafter.

Attested By:

Sylvia Garza-Perez
County Clerk

Cameron County, Texas

Eddie Treviño, Jr.
County Judge
September 18, 2020

Rio Grande LNG, LLC,
a Texas limited liability company

Benjamin A. Atkins
Chief Financial Officer
September 18, 2020

STATE OF TEXAS §
COUNTY OF CAMERON §

Contract No. 2020C09327

Amendment No. 1

to

Tax Abatement Agreement for Train 3

This Amendment No. 1 to Tax Abatement Agreement for Train 3 (this "**Amendment**"), dated this 18th day of September, 2020, is entered into by and between Rio Grande LNG, LLC, a Texas limited liability company (the "**Company**"), and the County of Cameron, Texas, acting by and through its County Judge or his designee (the "**County**").

WHEREAS, the Company and the County entered into that certain Tax Abatement Agreement for Train 3 on October 3, 2017 (the "**Original Agreement**"); and

WHEREAS, the Company and the County desire now to modify the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Original Agreement.

2. The Original Agreement shall be amended by deleting Section 5.01 in its entirety and replacing it with the following:

> "5.01 In consideration of the tax abatements described in Section 4.02 being granted to it, the Company (or an Affiliate) shall pay to the County $570,000 in each Operational Year (each, a "**PILOT Amount**"); *provided, however*, that, upon notification in writing by the Company to the County, within ten (10) years of the date that Train 2 Commences Full Commercial Operations, of the Company's final investment decision being taken to construct Train 6 (as such term is defined in that certain Tax Abatement Agreement for Train 6 by and between the Company and the County, dated October 3, 2017), the PILOT Amount shall be $400,000."

3. Section 9.02 of the Original Agreement is amended to delete the reference to "County Administrator" therein and replace it with "County Judge."

4. This Amendment shall be deemed to form an integral part of the Original Agreement and construed in connection with and as part of the Original Agreement, and all terms, conditions, covenants and agreements set forth in the Original Agreement, except as explicitly set forth herein, are hereby ratified and confirmed and shall remain in full force and effect, unmodified in any way. In the event of any inconsistency or conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the

"Agreement" in the Original Agreement shall hereinafter refer to the Agreement as amended and supplemented by this Amendment.

5. This Amendment 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Amendment as of the date written below the parties' representatives' signatures, hereinafter.

Attested By:

Sylvia Garza-Perez
County Clerk

Cameron County, Texas

Eddie Treviño, Jr.
County Judge
September 18, 2020

Rio Grande LNG, LLC,
a Texas limited liability company

Benjamin A. Atkins
Chief Financial Officer
September 18, 2020

STATE OF TEXAS §
COUNTY OF CAMERON §

Contract No. 2020C09328

Amendment No. 1

to

Tax Abatement Agreement for Trains 4 & 5

This Amendment No. 1 to Tax Abatement Agreement for Trains 4 & 5 (this "**Amendment**"), dated this 18th day of September, 2020, is entered into by and between Rio Grande LNG, LLC, a Texas limited liability company (the "**Company**"), and the County of Cameron, Texas, acting by and through its County Judge or his designee (the "**County**").

WHEREAS, the Company and the County entered into that certain Tax Abatement Agreement for Trains 4 & 5 on October 3, 2017 (the "**Original Agreement**"); and

WHEREAS, the Company and the County desire now to modify the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Original Agreement.

2. The Original Agreement shall be amended by deleting Section 5.01 in its entirety and replacing it with the following:

> "5.01 In consideration of the tax abatements described in Section 4.02 being granted to it, the Company (or an Affiliate) shall pay to the County $1,340,000 in each Operational Year (each, a "**PILOT Amount**; *provided, however*, that, upon notification in writing by the Company to the County, within ten (10) years of the date that Train 2 Commences Full Commercial Operations, of the Company's final investment decision being taken to construct Train 6 (as such term is defined in that certain Tax Abatement Agreement for Train 6 by and between the Company and the County, dated October 3, 2017), the PILOT Amount shall be $1,000,000."

3. Section 9.02 of the Original Agreement is amended to delete the reference to "County Administrator" therein and replace it with "County Judge."

4. This Amendment shall be deemed to form an integral part of the Original Agreement and construed in connection with and as part of the Original Agreement, and all terms, conditions, covenants and agreements set forth in the Original Agreement, except as explicitly set forth herein, are hereby ratified and confirmed and shall remain in full force and effect, unmodified in any way. In the event of any inconsistency or conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the

"Agreement" in the Original Agreement shall hereinafter refer to the Agreement as amended and supplemented by this Amendment.

5. This Amendment 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Amendment as of the date written below the parties' representatives' signatures, hereinafter.

Attested By:

Sylvia Garza-Perez
County Clerk

Cameron County, Texas

Eddie Treviño, Jr.
County Judge
September 18, 2020

Rio Grande LNG, LLC,
a Texas limited liability company

Benjamin A. Atkins
Chief Financial Officer
September 18, 2020

STATE OF TEXAS §
COUNTY OF CAMERON §

Contract No. 2020C09329

Amendment No. 1

to

Tax Abatement Agreement for Train 6

This Amendment No. 1 to Tax Abatement Agreement for Train 6 (this "**Amendment**"), dated this 18th day of September, 2020, is entered into by and between Rio Grande LNG, LLC, a Texas limited liability company (the "**Company**"), and the County of Cameron, Texas, acting by and through its County Judge or his designee (the "**County**").

WHEREAS, the Company and the County entered into that certain Tax Abatement Agreement for Train 6 on October 3, 2017 (the "**Original Agreement**"); and

WHEREAS, the Company and the County desire now to modify the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Original Agreement.

2. Section 9.02 of the Original Agreement is amended to delete the reference to "County Administrator" therein and replace it with "County Judge."

3. This Amendment shall be deemed to form an integral part of the Original Agreement and construed in connection with and as part of the Original Agreement, and all terms, conditions, covenants and agreements set forth in the Original Agreement, except as explicitly set forth herein, are hereby ratified and confirmed and shall remain in full force and effect, unmodified in any way. In the event of any inconsistency or conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the "Agreement" in the Original Agreement shall hereinafter refer to the Agreement as amended and supplemented by this Amendment.

4. This Amendment 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Amendment as of the date written below the parties' representatives' signatures, hereinafter.

Attested By:

Sylvia Garza-Perez
County Clerk

Cameron County, Texas

Eddie Treviño, Jr.
County Judge
September 18, 2020

Rio Grande LNG, LLC,
a Texas limited liability company

Benjamin A. Atkins
Chief Financial Officer
September 18, 2020