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By Docket Room at 11:37 am, March 3, 2022



March 3, 2022

BY ELECTRONIC FILING

Ms. Amy Sweeney
Director, Division of Natural Gas Regulation
Office of Regulation, Analysis and Engagement
Office of Fossil Energy, FE-34
1000 Independence Ave., S.W.
Washington, DC 20585

Re: Freeport LNG Development, L.P., FE Docket Nos. 10-160-LNG, 10-161-LNG, 11-161-LNG, 12-06-LNG, 16-108-LNG, 18-26-LNG, and 21-98-LNG Statement of Change in Control

Dear Ms. Sweeney:

Reference is made to that application, dated January 13, 2022, submitted on behalf of Freeport LNG Development, L.P. (“Freeport” or “FLNG”) to notify the Department of Energy, Office of Fossil Energy (“DOE/FE”), of a transaction through which a change in control of FLNG’s upstream ownership occurs (the “January 13, 2022 Notice”). This letter (the “March 3, 2022 Supplement”) supplements the January 13, 2022 Notice and is submitted in accordance with authorizations issued by DOE/FE in the above-captioned proceeding and the *Procedures for Changes in Control Affecting Applications and Authorizations to Import or Export Natural Gas* (“CIC Procedures”).¹ Capitalized terms used herein but not defined are used as defined in the January 13, 2022 Notice.

Supplement to the January 13, 2022 Notice

1. We have included additional dockets in the reference line above to which the January 13, 2022 Notice and March 3 2022 Supplement apply (namely, 18-26-LNG, and 21-98-LNG), and hereby certify that we have effected service of process of the January 13, 2022 Notice and the March 3, 2022 Supplement on all parties listed in the above-referenced dockets.

2. Prior to the transactions that are the subject of this CIC submission, the owner of the FLNG interests subject thereto were ultimately held by Global Infrastructure Partners (“GIP”).

3. On July 29, 2021, GIP’s subsidiary through which the FLNG interests were held, GIP II FLNG Holdings Partnership, L.P., changed its name to Evergreen II FLNG Holdings Partnership, L.P. See Exhibit A attached hereto. Also on July 29, 2021, Global Infrastructure GP II, L.P. transferred to Evergreen GP, LLC the general partnership interests in three entities, two of which (Evergreen FLNG GP Holdings, LLC and Evergreen II FLNG Holdings Partnership, L.P.)

¹ 79 Fed. Reg. 65541 (Nov. 5, 2014).

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were intermediate owners of the FLNG interests that are the subject of this CIC submission. *See Exhibits B, C, and D* attached hereto.

4. Pursuant to the CIC transaction that is the subject of this submission, JERA's acquisition of its interests in FLNG was effected pursuant to a Securities Purchase Agreement under which JERA purchased two entities from Evergreen FLNG GP Holdings, LLC and Evergreen II FLNG Holdings Partnership, L.P. through which all of the subject FLNG interests are held: Evergreen GP Holdings LLC and Evergreen II FLNG Intermediate Holdings, L.P.²

Communications should be address to:

Counsel to FLNG:

John B. Tobola
SVP, Chief Legal Officer
Freeport LNG Development, L.P.
333 Clay Street, Suite 5050
Houston, Texas 77002
Phone: (713) 980-2888
Fax: (713) 980-2903
Email: jtobola@freoportlng.com

Counsel to JERA:

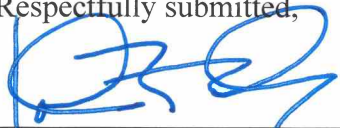
Kenneth W. Irvin
Sidley Austin LLP
1501 K Street, N.W.
Washington, DC 20005
Phone: (202) 736-8256
Fax: (202) 736-8711
Email: kirvin@sidley.com

Conclusion

Consistent with the CIC Procedures, on the facts and circumstances set forth in the January 13, 2022 Notice and herein, FLNG respectfully requests that DOE/FE (1) give effect to this filing and amend the FTA Authorizations issued in DOE/FE Order Nos. 2913 and 3066 with no need for further action; (2) give effect to the change in ownership with respect to the Non-FTA Authorization issued in Order Nos. 3282-C, 3357-B, 3957 and 4374; and (3) give effect to the change in ownership with respect to the pending application in FE Docket No. 21-98-LNG, publish notice of the proposed change in control in the Federal Register and, assuming no contrary determination, take no further action.

Thank you for your attention to this matter. Please contact the undersigned with any questions regarding the issues described above.

Respectfully submitted,



John B. Tobola
SVP, Chief Legal Officer
Freeport LNG Development, L.P.

² See pre- and post-transaction ownership structure charts included in the January 13, 2022 Notice.

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Director, Division of Natural Gas Regulation
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Copy:

Counsel to JERA:
Kenneth W. Irvin
Sidley Austin LLP
1501 K Street, N.W.
Washington, DC 20005
Email: kirvin@sidley.com

Exhibit A

Amendment to Certificate of Limited Partnership

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GIP II FLNG HOLDINGS PARTNERSHIP, L.P.", CHANGING ITS NAME FROM "GIP II FLNG HOLDINGS PARTNERSHIP, L.P." TO "EVERGREEN II FLNG HOLDINGS PARTNERSHIP, L.P.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A.D. 2021, AT 5:59 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5563328 8100
SR# 20220444204

Authentication: 202621383
Date: 02-09-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

**AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
GIP II FLNG HOLDINGS PARTNERSHIP, L.P.**

July 29, 2021

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is **GIP II FLNG Holdings Partnership, L.P.**

SECOND: Article 1 of the Certificate of Limited Partnership shall be amended as follows:

Name. The name of the limited partnership is “**Evergreen II FLNG Holdings Partnership, L.P.**”

THIRD: Article 3 of the Certificate of Limited Partnership shall be amended as follows:

General Partner: The name and business address of the general of the Partnership is Global Infrastructure GP II, L.P., c/o Global Infrastructure Management, LLC, 1345 Avenue of the Americas, 30th Floor, New York, NY 10105, Attention: Legal Department.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 29th day of July, 2021.

**By: Global Infrastructure GP II, L.P., its
general partner**

**By: Global Infrastructure Investors IV,
LLC, its general partner**

By: *Gregg Myers*

Name: Gregg Myers

Title: Authorized Person

Exhibit B

Assignment of GP Interests in Evergreen II FLNG Intermediate Holdings, L.P.

**ASSIGNMENT OF GENERAL PARTNER INTEREST
AND AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
EVERGREEN II FLNG INTERMEDIATE HOLDINGS, L.P.**

This assignment of General Partner and Interest and Amendment to the Agreement of Limited Partnership of Evergreen II FLNG Intermediate Holdings, L.P., dated July 29, 2021 (this "Assignment and Amendment Agreement"), is entered into by and among Global Infrastructure GP II, L.P., a Guernsey limited partnership agreement (the "Assignor"), and Evergreen GP, LLC, a Delaware limited liability company (the "Assignee").

W I T N E S S E T H:

WHEREAS, Evergreen II FLNG Intermediate Holdings, L.P. (the "Partnership") has been converted and formed as a limited partner under the Delaware Revised Uniform Limited Partnership Act (6 Del. C § 17-101, et seq.) (the "Act") pursuant to a Certificate of Limited Partnership of the Partnership, as filed in the office of the Secretary of State of Delaware (the "Secretary of State") on April 2, 2015 (the "Certificate"), and an Agreement of Limited Partnership of the Partnership, dated April 2, 2015 (the "Agreement");

WHEREAS, the Assignor is the sole general partner of the Partnership and Evergreen II FLNG Holdings Partnership, L.P. (formerly known as GIP II FLNG Holdings Partnership, L.P.) is the sole limited partner of the Partnership;

WHEREAS, the Assignor desires to assign, transfer and convey all of its interests in the Partnership as a general partner of the Partnership (the "General Partner Interest") to the Assignee, and the Assignor desires to cease to be a general partner of the Partnership;

WHEREAS, the Assignee desire to purchase the General Partner Interest presently held by the Assignor, and the Assignee desires to be admitted to the Partnership as a successor general partner of the Partnership; and

WHEREAS, the undersigned, being all of the partners of the Partnership, to accomplish the foregoing, desire to amend the Agreement in the manner set forth as follows:

1. Assignment. Notwithstanding any provision in the Agreement to the contrary, for value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Assignment and Amendment Agreement by the parties hereto, the Assignor does hereby assign, transfer and convey the General Partner Interest to the Assignee.
2. Admission. Notwithstanding any provision in the Agreement to the contrary, contemporaneously with the assignment described in paragraph 1 of the Assignment and

Amendment Agreement. The Assignee is hereby admitted to the Partnership as a general partner of the Partnership.

3. Withdrawal. Notwithstanding any provision in the Agreement to the contrary, immediately following the admission of the Assignee as a substitute general partner of the Partnership, the Assignor shall and does hereby cease to be a general partner of the Partnership, and shall hereby cease to have or exercise any right or power as a general partner of the Partnership.
4. Continuation. The parties hereto agree that following the Assignor ceasing to be as a general partner of the Partnership, the Assignee, as a substitute general partner of the Partnership, is authorized to and hereby agrees to continue the business of the Partnership without dissolution.
5. Books and records. The Assignee, as the substitute general partner of the Partnership shall take all actions necessary under the Act and the Agreement, including causing the amendment of the Agreement and the Certificate, to evidence the Assignor ceasing to be a general partner of the Partnership and the admission of the Assignee to the Partnership as a general partner of the Partnership.
6. Binding Effect. This Assignment and Amendment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
7. Execution in Counterparts. This Assignment and Amendment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. Agreement in Effect. Except as hereby amended, the Agreement shall remain in full force and effect.
9. Governing Law. This Assignment and Amendment Agreement shall be governed by, and interpreted in accordance with the laws of the State of Delaware, all rights and remedies being governed by such laws.

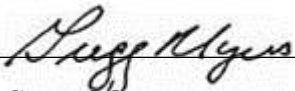
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Amendment Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

Global Infrastructure GP II, L.P.

By: Global Infrastructure Investors II, LLC,
its general partner


By: 

Name: Gregg Myers

Title: Chief Financial Officer

ASSIGNEE:

Evergreen GP, LLC

By: 

Name: Gregg Myers

Title: Chief Financial Officer

Exhibit C

Assignment of GP Interests in Evergreen II FLNG, L.P.

**ASSIGNMENT OF GENERAL PARTNER INTEREST
AND AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
EVERGREEN II FLNG, L.P.**

This assignment of General Partner and Interest and Amendment to the Agreement of Limited Partnership of Evergreen II FLNG, L.P., dated July 29, 2021 (this “Assignment and Amendment Agreement”), is entered into by and among Global Infrastructure GP II, L.P., a Guernsey limited partnership agreement (the “Assignor”), and Evergreen GP, LLC, a Delaware limited liability company (the “Assignee”).

W I T N E S S E T H:

WHEREAS, Evergreen II FLNG, L.P. (the “Partnership”) has been converted and formed as a limited partner under the Delaware Revised Uniform Limited Partnership Act (6 Del. C § 17-101, et seq.) (the “Act”) pursuant to a Certificate of Limited Partnership of the Partnership, as filed in the office of the Secretary of State of Delaware (the “Secretary of State”) on April 2, 2015 (the “Certificate”), and an Agreement of Limited Partnership of the Partnership, dated April 2, 2015 (the “Agreement”);

WHEREAS, the Assignor is the sole general partner of the Partnership and Evergreen II FLNG Intermediate Holdings, L.P. is the sole limited partner of the Partnership;

WHEREAS, the Assignor desires to assign, transfer and convey all of its interests in the Partnership as a general partner of the Partnership (the “General Partner Interest”) to the Assignee, and the Assignor desires to cease to be a general partner of the Partnership;

WHEREAS, the Assignee desire to purchase the General Partner Interest presently held by the Assignor, and the Assignee desires to be admitted to the Partnership as a successor general partner of the Partnership; and

WHEREAS, the undersigned, being all of the partners of the Partnership, to accomplish the foregoing, desire to amend the Agreement in the manner set forth as follows:

1. Assignment. Notwithstanding any provision in the Agreement to the contrary, for value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Assignment and Amendment Agreement by the parties hereto, the Assignor does hereby assign, transfer and convey the General Partner Interest to the Assignee.
2. Admission. Notwithstanding any provision in the Agreement to the contrary, contemporaneously with the assignment described in paragraph 1 of the Assignment and

Amendment Agreement. The Assignee is hereby admitted to the Partnership as a general partner of the Partnership.

3. Withdrawal. Notwithstanding any provision in the Agreement to the contrary, immediately following the admission of the Assignee as a substitute general partner of the Partnership, the Assignor shall and does hereby cease to be a general partner of the Partnership, and shall hereby cease to have or exercise any right or power as a general partner of the Partnership.
4. Continuation. The parties hereto agree that following the Assignor ceasing to be as a general partner of the Partnership, the Assignee, as a substitute general partner of the Partnership, is authorized to and hereby agrees to continue the business of the Partnership without dissolution.
5. Books and records. The Assignee, as the substitute general partner of the Partnership shall take all actions necessary under the Act and the Agreement, including causing the amendment of the Agreement and the Certificate, to evidence the Assignor ceasing to be a general partner of the Partnership and the admission of the Assignee to the Partnership as a general partner of the Partnership.
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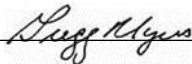
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ASSIGNOR:

Global Infrastructure GP II, L.P.

By: Global Infrastructure Investors II, LLC,
its general partner


By: 

Name: Gregg Myers

Title: Chief Financial Officer

ASSIGNEE:

Evergreen GP, LLC

By: 

Name: Gregg Myers

Title: Chief Financial Officer

Exhibit D

Assignment of GP Interests in Evergreen II FLNG Holdings Partnership 2, L.P.

**ASSIGNMENT OF GENERAL PARTNER INTEREST
AND AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
EVERGREEN II FLNG HOLDINGS PARTNERSHIP 2, L.P.**

This assignment of General Partner and Interest and Amendment to the Agreement of Limited Partnership of Evergreen II FLNG Holdings Partnership 2, L.P., dated July 29, 2021 (this “Assignment and Amendment Agreement”), is entered into by and among Global Infrastructure GP II, L.P., a Guernsey limited partnership agreement (the “Assignor”), and Evergreen GP, LLC, a Delaware limited liability company (the “Assignee”).

W I T N E S S E T H:

WHEREAS, Evergreen II FLNG Holdings Partnership 2, L.P. (the “Partnership”) has been formed as a limited partner under the Delaware Revised Uniform Limited Partnership Act (6 Del. C § 17-101, et seq.) (the “Act”) pursuant to a Certificate of Limited Partnership of the Partnership, as filed in the office of the Secretary of State of Delaware (the “Secretary of State”) on November 19, 2014 (the “Certificate”), and an Agreement of Limited Partnership of the Partnership, dated November 19, 2014, as amended from time to time (the “Agreement”);

WHEREAS, the Assignor is the sole general partner of the Partnership and GIP II-B Eagle AIV 1, L.P. is the sole limited partner of the Partnership;

WHEREAS, the Assignor desires to assign, transfer and convey all of its interests in the Partnership as a general partner of the Partnership (the “General Partner Interest”) to the Assignee, and the Assignor desires to cease to be a general partner of the Partnership;

WHEREAS, the Assignee desire to purchase the General Partner Interest presently held by the Assignor, and the Assignee desires to be admitted to the Partnership as a successor general partner of the Partnership; and

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[SIGNATURE PAGE FOLLOWS]

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ASSIGNOR:

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Evergreen GP, LLC

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Name: Gregg Myers

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