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November 2, 2015

**By Electronic Mail**

U.S. Department of Energy  
Office of Fossil Energy  
Office of Oil and Gas Global Security and Supply  
fergas@hq.doe.gov  
P.O. Box 44375  
Washington, D.C. 20026-4375

Attention: Venture Global Calcasieu Pass, LLC  
FE Docket Nos. 13-69-LNG, 14-88-LNG and 15-25-LNG  
Supplement to Applications re. Lease Option Agreements

Dear Sirs & Madams:

Venture Global Calcasieu Pass, LLC ("Calcasieu Pass") hereby submits to the Department of Energy, Office of Fossil Energy ("DOE/FE") this supplement to its pending applications in FE Docket Nos. 13-69-LNG, 14-88-LNG and 15-25-LNG for long-term, multi-contract authorization to export of LNG to countries with which the United States does not have a Free-Trade Agreement requiring the national treatment of natural gas of liquefied natural gas. 1/

Calcasieu Pass hereby provides this supplement to its applications containing copies of two Lease Option Agreements relating to additional acreage that has been added to the project. The first attached Lease Option Agreement represents an exclusive agreement for an option to lease an additional two hundred and twenty-eight (228) acres adjacent to the existing project site in Cameron Parish, Louisiana. The second attached Lease Option Agreement represents an exclusive agreement for an option to lease an additional three hundred and fifty-one (351) acres adjacent to the existing project site in Cameron Parish, Louisiana.

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1/ The applications in FE Docket Nos. 13-69-LNG and 14-88-LNG were originally filed by Venture Global LNG, LLC. Venture Global Calcasieu Pass, LLC was recognized as the current applicant in the "Notice of Corporate Reorganization or Change in Control And Amendment For Pending Applications To Export Liquefied Natural Gas To Non-Free Trade Agreement Countries," issued in the captioned proceedings on Nov. 26, 2014. The application in FE Docket No. 15-25-LNG was submitted by Venture Global Calcasieu Pass, LLC.

Calcasieu Pass previously submitted to DOE/FE an Amended and Restated Lease Option Agreement and an additional Lease Option Agreement for its approximately two hundred and sixty-four (264) acre project site.<sup>2/</sup> With the additional acreage reflected in the Lease Option Agreements, Calcasieu Pass has the exclusive option to lease approximately eight hundred and forty-three (843) acres for the project site.

As with its previously filed lease option agreements, Calcasieu Pass has redacted certain confidential terms from the Lease Option Agreements filed herewith.

Thank you for your attention to this matter. Please contact me if you have any questions or would like additional information regarding this supplement filing or the pending Calcasieu Pass applications.

Respectfully submitted,



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Enclosures

cc: John Anderson  
Edward Myers  
Service List

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<sup>2/</sup> The Amended and Restated Lease Option Agreement was filed on December 22, 2014 in FE Docket Nos. 13-69-LNG and 14-88-LNG. The Amended and Restated Lease Option Agreement consolidated three lease option agreements which were previously provided as an attachment to the application in Docket 14-88-LNG, as well as in a supplement filed in Docket 13-69-LNG on December 12, 2013. An Lease Option Agreement for an additional sixty-one (61) acres was filed on July 30, 2015 in FE Docket Nos. 13-69-LNG, 14-88-LNG and 15-25-LNG.




**REAL ESTATE LEASE OPTION AGREEMENT**

**(228 ACRES)**

BE IT KNOWN that on October 1, 2015 (the “Effective Date”), before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County/Parish, and in the presence of the undersigned competent witnesses personally came and appeared:

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

and

 (the “LANDLORD”),   


who hereinafter collectively declare that:

**W I T N E S S E T H:**

WHEREAS, the LANDLORD is an owner of all right, title and interest in the tracts of land located in Sections 36 and 37, Township 15 South, Range 10 West and Sections 4 and 5, Township 15 South, Range 9 West, Cameron Parish, Louisiana, consisting of approximately two hundred twenty-eight (228) acres, as more particularly described in the legal description attached hereto as Exhibit A (the “Project Site”);

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

“Facility”); and

WHEREAS, on terms and conditions acceptable to the LANDLORD, the LANDLORD has agreed to enter into this Real Estate Lease Option Agreement (this “Option Agreement”) to give the PROJECT COMPANY the opportunity to assess the Project Site for purposes of developing, financing, constructing, owning, operating and maintaining the Facility, and any other facilities related to the operations of the PROJECT COMPANY as described above (collectively, the “Project”).

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

#### AGREEMENT

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

2. IRREVOCABLE AND EXCLUSIVE OPTION TO LEASE.

A. For and in consideration of the mutual covenants hereinafter contained, the LANDLORD does hereby grant on the Effective Date unto the PROJECT COMPANY, or its assignee, an irrevocable and exclusive option to lease the Project Site (the “Option”) subject to the Tower Lease (as hereinafter defined), for so long as such Tower Lease remains in full force and effect, on the terms and conditions set forth in the attached and annexed Ground Lease Agreement (the “Ground Lease”) marked as Annex A.

B. As consideration for the Option, the PROJECT COMPANY shall make an option payment to the LANDLORD in an amount equal to [REDACTED] (the “Initial Option Payment”) within fifteen (15) days of the Effective Date of this Option Agreement. The Option is hereby granted to the PROJECT COMPANY for a period beginning on the Effective Date and continuing until [REDACTED] (the “Initial Option Period”).

C. The Initial Option Period shall be subject to an extension for up to an additional [REDACTED] (the “First Extended Option Period”) for any reason that the PROJECT COMPANY deems necessary in its sole discretion. The right to extend the Initial Option Period for the First Extended Option Period may be exercised by the PROJECT COMPANY in its sole discretion in accordance with Section 4 below. If the PROJECT COMPANY exercises its right to extend the Initial Option Period, then the PROJECT COMPANY will make a payment to the LANDLORD in the amount equal to [REDACTED] [REDACTED] (an “Additional Option Payment,”) within fifteen (15) calendar days after exercising such right in accordance with Section 4 below.

D. The First Extended Option Period shall be subject to an extension for up to an additional [REDACTED] (the “Second Extended Option Period,” together with the Initial Option Period and the First Extended Option Period, the “Option Period”) for any reason that the PROJECT COMPANY deems necessary in its sole discretion. The right to extend the First Extended Option Period for the Second Extended Option Period may be exercised by the PROJECT COMPANY in its sole discretion in accordance with Section 4 below. If the PROJECT COMPANY exercises its right to extend the First Extended Option Period, then the PROJECT COMPANY will make a payment to the LANDLORD in an amount equal to [REDACTED] [REDACTED] (the “Second Additional Option Payment,” and, collectively with the Initial Option Payment and the Additional Option Payment, the “Option Payments”) within fifteen (15) calendar days after exercising such right in accordance with Section 4 below.

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

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

3. CONTIGUITY OF PARCELS. The Project Site is intended to be one tract in a continuous expanse. The LANDLORD warrants that the Project Site is contiguous and continuous and not interrupted by any breaks or breaches; however, the PROJECT COMPANY executes this Option after disclosure of (a) that certain Contract of Lease, by and between [REDACTED], as trustee of

[REDACTED]

as lessor, and [REDACTED], as lessee,

[REDACTED]

[REDACTED] as affected by that certain Assignment [REDACTED]

[REDACTED] as affected by that Lease Extension [REDACTED]

[REDACTED] as affected by that certain Extended Lease Agreement [REDACTED]

[REDACTED] as affected by that certain Addendum to Land Lease Agreement At Cameron #1 [REDACTED]

[REDACTED] as affected by that certain

First Amendment to Lease [REDACTED] as evidenced by that certain Memorandum of Lease [REDACTED]

[REDACTED] (the “Tower Lease”), and (b) that certain Grazing Lease Agreement, by and between [REDACTED] as lessor, and [REDACTED], as lessee, [REDACTED]

[REDACTED] (the “Grazing Lease”).

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

5. CONSIDERATION FOR THE LEASE OF PROJECT SITE. If the PROJECT COMPANY meets all required conditions and timely exercises the Option to lease the Project Site, the LANDLORD shall comply with all terms and conditions of this Option Agreement as hereinafter set forth to lease the Project Site to the PROJECT COMPANY on the Closing Date for the consideration as stated in the Ground Lease (as herein attached as Annex A) and in accordance with the provisions of this Option Agreement and the Ground Lease. To the extent the terms of this Option Agreement conflict with the provisions of the Ground Lease, on and after the Closing Date, the provisions of the Ground Lease shall control.

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

A. At all times during the Option Period and at its cost, the PROJECT COMPANY

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



their activities hereunder (and provide copies thereof to the LANDLORD) and comply with all applicable laws, rules, regulations, ordinances and decrees of any governmental body. Excluding any materials owned by third parties, proprietary information of the PROJECT COMPANY, materials subject to obligations of confidentiality or other restrictions or materials that cannot easily be separated from materials pertaining to property other than the Project Site, all reports, plats, maps, surveys, soil studies, soil reports, or such other similar information pertaining solely to the physical condition of the Project Site developed by the PROJECT COMPANY or its agents or contractors pursuant to the Project Site Activities prior to the Closing Date (“Data”) shall be provided to the LANDLORD at no cost within thirty (30) calendar days following the expiration of this Option Agreement. The LANDLORD acknowledges and agrees that the PROJECT COMPANY owns all such Data, subject to the LANDLORD’s right to utilize such Data for any purpose without further consent or approval of the PROJECT COMPANY.

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

consultants, contractors and/or engineers has access ("Project Site Materials"). It is understood and agreed that the LANDLORD does not have any obligation to procure or commission the production of, or incur costs in connection with the production of any of the documents set forth in this paragraph. The parties acknowledge and agree that the LANDLORD's obligation to provide this information is on-going during the Option Period, to the extent that any such information becomes available to or is created by or for the LANDLORD following the Effective Date.

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

D. After the Effective Date and until the Closing Date, unless the PROJECT COMPANY agrees in writing otherwise, the LANDLORD and its employees, contractors and agents (i) shall maintain the Project Site in the same condition as it was on the Effective Date, reasonable wear and tear excepted, and otherwise operate and maintain the Project Site in the same manner as before the making of this Option Agreement (which has traditionally been limited to bush hogging the Project Site once or twice a year, in the LANDLORD's discretion), (ii) shall not take any action and shall not cause any third party to take any action that would unduly interfere

with the PROJECT COMPANY's Project Site Activities or materially alter or affect the condition of the Project Site, including but not limited by causing a casualty or introducing, releasing, storing or exacerbating any Hazardous Substances upon, around or under any portion of the Project Site or into the ground water beneath or adjacent to the Project Site or the Calcasieu Ship Channel, and (iii) shall comply with any notices of legal violations or court orders affecting the Project Site. If the LANDLORD becomes aware prior to the Closing Date of any introduction, release, storage or exacerbation of any Hazardous Substances upon, around or under any portion of the Project Site or into the ground water beneath or adjacent to the Project Site or the Calcasieu Ship Channel, then the LANDLORD shall notify the PROJECT COMPANY in writing within three (3) calendar days after the LANDLORD becomes aware of the same. If the LANDLORD violates this Section 6D, then the LANDLORD shall take all reasonable actions to cure or remedy such violation at its sole cost and expense. If the LANDLORD is unable to cure or remedy such violation by the Closing Date and such violation results or would result in the PROJECT COMPANY being unable to exercise peaceful possession under the Ground Lease, then the PROJECT COMPANY shall have the option in its sole discretion (to be exercised in a written notice delivered to the LANDLORD) to: (a) grant the LANDLORD additional time within which to cure the violation, and in such event the Closing shall be extended for such time necessary to cure the violation (in which case the PROJECT COMPANY and the LANDLORD shall continue to have all of the rights and obligations set forth in this Option Agreement until the Closing); (b) elect not to enter into the Ground Lease; or (c) waive such violation and proceed to close the Ground Lease, as provided in Section 7E, below.

E. A portion of the Project Site is currently traversed by Davis Road. The PROJECT COMPANY and the LANDLORD acknowledge and agree that the PROJECT COMPANY cannot utilize the Project Site for the Project, its intended purpose, with such road on the Project Site. The LANDLORD and the PROJECT COMPANY agree to use all reasonable best efforts with Cameron Parish Police Jury and any other state or local regulatory authority to cause the relocation of Davis Road away from the Project Site to the east, on terms and conditions acceptable to the PROJECT COMPANY in its sole discretion. In doing so, the LANDLORD shall retain the Project Site's access

to a public road, allowing construction and operation of the Project without additional easements, right-of-ways or improvements required at the expense of the PROJECT COMPANY. The LANDLORD and the PROJECT COMPANY shall not be required hereunder to incur any cost or expense for the engineering, contracting, construction, etc., for the relocation of Davis Road.

F. If the Grazing Lease has not been canceled by the LANDLORD pursuant to Section 3 thereof, the LANDLORD shall cause the Grazing Lease to terminate at the expiration of its term on February 27, 2016.

G. Unless prior written consent is received from the PROJECT COMPANY, such consent not to be unreasonably withheld, the LANDLORD shall not cause the terms of the Tower Lease to be amended, modified, altered or changed in any respect.

With respect to the foregoing, the Parties acknowledge and agree that the LANDLORD has no authority or control over the public bodies or governmental agencies with jurisdiction over the removal or relocation of Davis Road.

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

A. Verification of Title and Survey.

(i) The PROJECT COMPANY, at the PROJECT COMPANY's expense, may obtain a title insurance commitment ("Title Commitment") to be issued by a title insurance company acceptable to the PROJECT COMPANY in its sole discretion ("Title Company"), pursuant to which the Title Company shall commit to issue the most current ALTA extended coverage leasehold title insurance policy to the PROJECT COMPANY ("Leasehold Title Policy") and the most current ALTA leasehold title loan insurance policy to any lender(s) of the PROJECT COMPANY ("Lender Title Policy", and collectively with the Leasehold Title Policy, the "Title Policies"), each in forms and insurable amounts reasonably acceptable to PROJECT COMPANY and its lenders and with such endorsements as the PROJECT COMPANY and its lenders may

reasonably request. The Title Commitment shall show the LANDLORD to be vested with good, marketable and complete ownership interest of the Project Site, subject only to the following matters (the "Permitted Exceptions"): ad valorem real estate taxes for the current year and subsequent years, not yet due and payable; all applicable recorded zoning ordinances and regulations; and such other matters as shall be satisfactory to the PROJECT COMPANY, in the PROJECT COMPANY's sole discretion. A copy of any such Title Commitment and any final Title Policies obtained by the PROJECT COMPANY shall be provided to the LANDLORD at no cost to the LANDLORD.

(ii) The PROJECT COMPANY may obtain, at the PROJECT COMPANY's expense, a current staked ALTA/ACSM survey of the Project Site, complying with the current Minimum Standard Detail Requirements for ALTA/ACSM Surveys and including any Table A items that the PROJECT COMPANY may request in its sole discretion ("Survey"), prepared by a surveyor or engineer licensed in Louisiana with a certificate attached thereto executed by the surveyor in the form of the current Minimum Standard Detail Requirements certificate for ALTA/ACSM surveys. The Survey shall reflect the boundaries of the Project Site and all improvements, servitudes, highways, pipeline, utility and other rights-of-way, flood zone classifications and other matters affecting or abutting the Project Site, and shall be in a form sufficient to induce the Title Company to delete all standard and printed exceptions contained in the Title Commitment. A copy of any such Survey obtained by the PROJECT COMPANY shall be provided to the LANDLORD at no cost to the LANDLORD.

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

(iv) The Title Commitment will show that all standard exceptions will be deleted from the Leasehold Title Policy (and from the Lender Title Policy, if the PROJECT COMPANY

has requested one), when issued, and that the “gap” will be deleted as of the Closing Date. If, within the Title Review Period, the PROJECT COMPANY notifies the LANDLORD of any Title Objections, the LANDLORD shall use its diligent, good faith, best efforts to cure and eliminate the Title Objections at the LANDLORD’s expense. To the extent Title Objections remain, the PROJECT COMPANY shall have the right to make additional requirements or objections as to title, up until the Closing Date, in the event any title or survey update or endorsement to the Title Commitment discloses matters not shown in the Title Commitment or Survey (“Additional Title Objections” and together with the initial Title Objections, the “Title Objections”). As long as this Option Agreement remains in effect, the LANDLORD shall not convey all or any interest in the Project Site to any third party (an “Unauthorized Transfer”) and, without the PROJECT COMPANY’s prior written consent which may be withheld in its sole discretion, the LANDLORD shall not grant or amend any lease, easement, right of way, license, permit to use, servitude, lien, security interest or other encumbrance on the Project Site (an “Unauthorized Encumbrance”). If the LANDLORD is unable to cure the Title Objections, Unauthorized Transfer(s) or Unauthorized Encumbrance(s) by the Closing Date, the PROJECT COMPANY shall have the option in its sole discretion (to be exercised in a written notice delivered to the LANDLORD) to: (a) grant the LANDLORD additional time within which to cure the Title Objections, Unauthorized Transfer(s) or Unauthorized Encumbrance(s), and in such event the Option Period and Closing shall be extended for such time necessary to cure the Title Objections, Unauthorized Transfer(s) and Unauthorized Encumbrance(s) (in which case the PROJECT COMPANY and the LANDLORD shall continue to have all of the rights and obligations set forth in this Option Agreement until the Closing); (b) elect not to enter into the Ground Lease, and the parties will be relieved from further liability hereunder, unless the LANDLORD defaulted in its obligations under this Option Agreement (including but not limited to causing and failing to cure a Title Objection, an Unauthorized Transfer or an Unauthorized Encumbrance) or acted in a commercially unreasonable manner in not curing such Title Objections, Unauthorized Transfer(s) or Unauthorized Encumbrance(s), in which event the PROJECT COMPANY may exercise any other rights or remedies available at law or equity; or (c) waive one or more of the Title Objections, Unauthorized Transfers or Unauthorized Encumbrances (at which point such Title Objections, Unauthorized

Transfers or Unauthorized Encumbrances will become Permitted Exceptions) and proceed to the Closing, as provided in Section 7E below.

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

(vi) Notwithstanding anything to the contrary in this Option Agreement, but subject to waiver by the PROJECT COMPANY pursuant to Section 7G, the PROJECT COMPANY's obligation to lease the Project Site following exercise of the Option is expressly conditioned on Final Approval (as hereinafter defined) with respect to all Governmental Approvals. "Final Approval" shall be the date when: (a) all of the Governmental Approvals for the financing and construction of the Project have been approved and have been issued and made effective, in forms and with conditions satisfactory to the PROJECT COMPANY; (b) the time has passed for appeal of all Governmental Approvals; and (c) any appeals or litigation with respect to clause (b) above have been prosecuted and fully and finally resolved in a manner satisfactory to the PROJECT COMPANY. The PROJECT COMPANY agrees to diligently pursue obtaining all Governmental Approvals and satisfying all requirements in connection therewith. The LANDLORD agrees that the PROJECT COMPANY shall have the authority to apply for all Governmental Approvals necessary for the approval, authorization, and commencement of the Project and to cooperate with the PROJECT COMPANY in obtaining and satisfying the requirements of any necessary Governmental Approvals. No Governmental Approvals shall be binding on the LANDLORD or create any obligations to be fulfilled by the LANDLORD unless the LANDLORD specifically consents to be bound by such obligations.

B. The LANDLORD's Representations. The LANDLORD warrants, covenants and represents, during the term of this Option Agreement, the following to the PROJECT COMPANY

with full knowledge that the PROJECT COMPANY is relying upon same in agreeing to enter into this Option Agreement:

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

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

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

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

(v) There are no actions, suits or proceedings pending or to the LANDLORD's



actual knowledge, threatened against, by or affecting the LANDLORD in any court or before any government agency regarding the Project Site, including but not limited to any such actions, suits or proceedings relating to the ownership of, or the LANDLORD's ability to lease the Project Site or that would materially affect the contemplated use or development of the Project Site or the ability of the LANDLORD to perform its obligations under this Option Agreement or the Ground Lease, with the exception of the lawsuit filed under Docket No. 10 18302, 38<sup>th</sup> J.D.C., Cameron Parish, Louisiana, previously disclosed to the PROJECT COMPANY.

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

(vii) Other than Cameron Parish's rights under the easement for Davis Road and the tenants' rights under each of the Tower Lease, and the Grazing Lease, to the LANDLORD's Knowledge, there are no parties other than the LANDLORD in possession of any portion of the Project Site as lessees, tenants at sufferance, licensees, or trespassers, and no person or entity has any right or option to lease, purchase, occupy or possess all or any part of the Project Site.

(viii) Other than the Tower Lease and the Grazing Lease, the LANDLORD has not entered into any agreement, commitments or arrangements concerning the Project Site, or development thereof with any persons, including, but not limited to, governmental entities or agencies, councils, boards or other entities, adjoining landowners, utility companies, agencies, entities or persons other than the PROJECT COMPANY.

(ix) The Project Site is not subject to assessment or collection of additional taxes

for prior years based upon a change of land usage or ownership.

(x) The LANDLORD has not manufactured, stored, released or located any Hazardous Substances upon, around or under any portion of the Project Site or into any ground water beneath or adjacent to the Project Site or into the Calcasieu Ship Channel, and the LANDLORD has received no warning notice, violation notice, complaint (judicial or administrative) or any other formal or informal notice alleging that the Project Site is not in compliance with any statute, ordinance, rule or regulation pertaining to Hazardous Substances. Except as disclosed by any reports provided to the PROJECT COMPANY pursuant to Section 6B of this Option Agreement, to the LANDLORD's actual knowledge, (a) no Hazardous Substances have been manufactured, stored, released or located upon or under any portion of the Project Site or into any ground water beneath or adjacent to the Project site or into the Calcasieu Ship Channel, (b) the Project Site has never been used to treat, store, release or dispose of waste materials or Hazardous Substances; (c) there has not been and is no leaching or drainage of waste materials or Hazardous Substances, into the ground water beneath or adjacent to the Project Site or into the Calcasieu Ship Channel; and (d) there have not been and are not buried or semi-buried or otherwise placed tanks, storage vessels, drums or containers of any kind located on the Project Site. Project Company acknowledges that the property subject to this option was subject to one or more oil, gas and mineral leases. Landlord has no actual knowledge of the activities performed by such oil, gas and mineral Lessees.

(xi) The LANDLORD has received no notice from any governmental authority concerning the imposition or widening of any streets, waterways, roads or highways abutting the Project Site, or concerning the imposition of any special taxes or assessments against the Project Site. The LANDLORD has no Knowledge of general plan, specific plan, zoning or other land use regulation proceedings, special assessment proceedings, or expropriation proceedings pending or threatened, with respect to the Project Site. The LANDLORD is not a party to any covenant or agreement to preserve or prevent a change in the existing zoning, land use designations, special use permits or entitlements of the Project Site. The LANDLORD is aware of discussions regarding Davis Road and relocation of a road or roadway.

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

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

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

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

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

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

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

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

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

COMPANY.

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

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

E. Expenses of Closing. At Closing, the LANDLORD shall pay the costs of recording any documents or certificates or taking any other action required to be taken to correct title defects or remove any title encumbrances (including, without limitation, any Title Objections, Additional Title Objections, Unauthorized Transfers or Unauthorized Encumbrances). At Closing, the PROJECT COMPANY shall pay the costs of recording an extract or memorandum of the Ground Lease (as provided in the Ground Lease) and for the Leasehold Title Policy (and the Lender Title Policy, if the PROJECT COMPANY has requested one) issued pursuant to the Title Commitment. The PROJECT COMPANY and the LANDLORD shall each pay the fees and expenses of their respective counsel incurred in connection with the negotiation, preparation and execution of this Option Agreement, and satisfying its respective obligations under this Option Agreement. Neither

the LANDLORD nor the PROJECT COMPANY has any Knowledge of any other brokerage, finder fee or similar commission in connection with the Option Agreement or Ground Lease related to the Project Site arising from its actions. The PROJECT COMPANY shall pay the cost of the Survey and the Leasehold Title Policy (and the Lender Title Policy, if the PROJECT COMPANY has requested one).

F. Closing Documents.

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

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

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

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

(d) evidence that the Grazing Lease expired in accordance with its terms or a copy of a fully-executed termination of the Grazing Lease; and

(e) exclusive possession of the Project Site, subject only to the Tower Lease.

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

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

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

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

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

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

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

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

(iv) There shall be no pending, threatened or existing moratoriums or governmental regulations, statutes, proceedings or actions pending, threatened or existing against the LANDLORD, the Project or the Project Site before any court or governmental agency or authority that would prohibit or inhibit the PROJECT COMPANY from obtaining any governmental approval or utility service, or which would otherwise prevent, prohibit, delay or inhibit the construction, development and operation of the Project.

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

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

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

(viii) The Grazing Lease shall have been terminated and be of no further force or effect.

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



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

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

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

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

8. SUCCESSORS AND ASSIGNS. This Option Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and lawful assigns. However, this Option Agreement may not be assigned or transferred by the PROJECT COMPANY to any other person or entity without the consent of the LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the PROJECT

COMPANY is not in default under this Option Agreement, the PROJECT COMPANY may assign this Option Agreement in its entirety without the LANDLORD's prior consent to (i) an Affiliate or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the PROJECT COMPANY's assets or membership interests of the PROJECT COMPANY, or (iii) as collateral in connection with a financing. "Affiliate" shall mean an entity that controls, is controlled by or is under common control with the PROJECT COMPANY.

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

If to the PROJECT COMPANY:

Venture Global Calcasieu Pass, LLC  
2200 Pennsylvania Avenue, NW  
Suite 600 West  
Washington, DC 20037  
Attention: Paul Dillbeck, General Counsel  
Telephone: (202) 759-6736  
Email: pdillbeck@ventureglobalng.com

With a copy to:

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

If to the LANDLORD:



With a Copy to:



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

10. DEFAULT. The Parties hereby agree that irreparable damage to the PROJECT COMPANY would occur in the event that any provision of this Agreement were not performed by the LANDLORD in accordance with its specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. Accordingly, the Parties acknowledge and hereby agree that, in the event of any breach or threatened breach by the LANDLORD of any of its respective covenants, obligations or agreements set forth in this Agreement, including any breach or misrepresentation by the LANDLORD of any warranties, representations and covenants made by the LANDLORD in Section 7B, the PROJECT COMPANY shall, except as otherwise provided for herein, be entitled to the right of specific performance against the LANDLORD to prevent or restrain breaches or threatened breaches of this Agreement by the LANDLORD and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants, obligations and agreements of the LANDLORD under this Agreement, in addition to any other remedy to which the PROJECT COMPANY is entitled to at law or in equity. The PROJECT COMPANY's right of specific performance shall be together with its right to recover all expenses incurred in obtaining specific performance, including reasonable

attorney's fees and all costs of court; or, at the PROJECT COMPANY's sole election, if the LANDLORD is unable to perform its obligations under this Option Agreement, the PROJECT COMPANY shall be entitled to terminate this Option Agreement

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

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

Ground Lease (if the PROJECT COMPANY has already exercised the Option).

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

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

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

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

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

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

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

19. REAL ESTATE COMMISSION. The LANDLORD and the PROJECT COMPANY each represent to the other party that they have dealt with no other brokers in connection with the negotiation, execution and/or delivery of this Option Agreement or the Ground Lease, and no party is entitled to any broker's commission, finder's fee or similar payment with respect to this Option Agreement or the Ground Lease arising from the representing party's actions.

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

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

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

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

22. MUTUAL INDEMNITY.

A. With respect to any of the PROJECT COMPANY’s Project Site Activities prior to

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

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

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



operations, shall be reserved to the sole benefit of the PROJECT COMPANY.

*[Signatures on Following Pages]*

THUS DONE AND SIGNED by the LANDLORD at Lake Charles,  
Loussiana, in the presence of the undersigned competent witnesses and me, Notary, on  
the Effective Date.

WITNESSES:

LANDLORD:



Notary Public

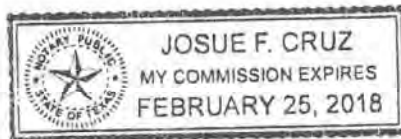
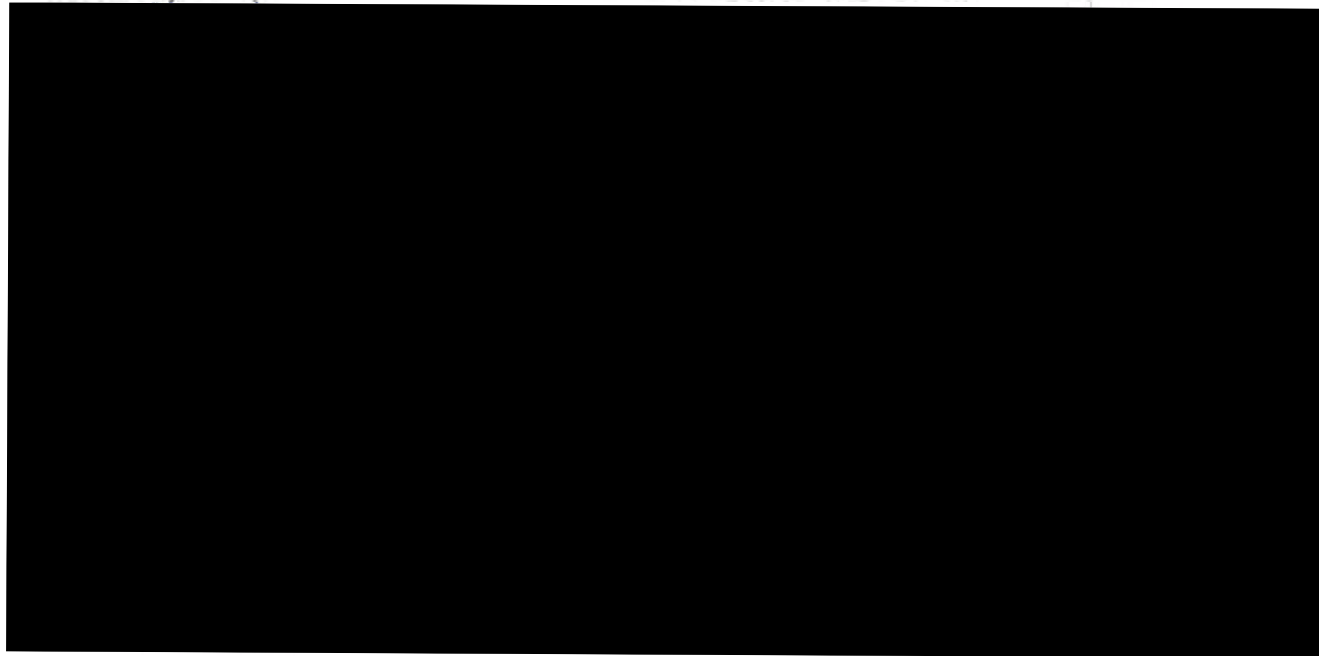
My Commission expires: life

Alan McCall  
BAR No. 14191

THUS DONE AND SIGNED by the PROJECT COMPANY at Houston,  
Texas, in the presence of the undersigned competent witnesses and me, Notary, on  
the Effective Date.

WITNESSES:

PROJECT COMPANY:



EXHBIT A

Legal Description the Project Site

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE, OFFSET 59.94 FEET S.00°36'56"E. OF TRUE POSITION; THENCE N.00°36'56"E, A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 1,119.26 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER TRANSITE PIPE; THENCE N.00°36'56"E., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.05 FEET S.00°36'56"W. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 668.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 49.96 FEET S.01°12'05"W. OF TRUE POSITION; THENCE S.01°12'05"W., A DISTANCE OF 722.21 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER IRON PIPE; THENCE S.01°17'48"W., A DISTANCE OF 160.02 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.32°00'12"E., A DISTANCE OF 170.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°20'36"E., A DISTANCE OF 950.02 FEET TO A POINT BEING MARKED BY A FOUND 2" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 384.49 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED

BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 12.23 FEET TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 1,158.58 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 9,952,202.34 SQUARE FEET OR 228.4711 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST & SECTIONS 4 & 5, TOWNSHIP 15 SOUTH, RANGE 9 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "C" ON THE HERE TO ATTACHED PLAT.

EXHIBIT B

Form of Option Period Extension Notice/Option Exercise Notice

[Date]



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

Dear Ladies and Gentlemen:

Reference is made to that certain Real Estate Lease Option Agreement dated as of \_\_\_\_\_, 2015 (the “Option Agreement”) by and between Venture Global Calcasieu Pass, LLC, a Delaware limited liability company (“PROJECT COMPANY”), and \_\_\_\_\_ (the “LANDLORD”). All capitalized terms used in this letter shall have the meanings ascribed thereto in the Option Agreement.

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

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

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

Very truly yours,

Venture Global Calcasieu Pass, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

cc:

EXHIBIT C

Form of Memorandum

STATE OF LOUISIANA

PARISH OF CAMERON

MEMORANDUM OF REAL ESTATE LEASE OPTION  
(228 Acres)

This Memorandum of Real Estate Lease Option (the "Memorandum") is made effective as of this \_\_\_ day of \_\_\_\_\_, 2015 between [REDACTED] ("Optionor"), and Venture Global Calcasieu Pass, LLC, a Delaware limited liability company ("Optionee"), who agree as follows:

1. Optionor has granted to Optionee the option to lease the real property ("Property") as more specifically described in Exhibit A, attached hereto.
2. The total term of the option, including the available extensions, is [REDACTED] commencing as of the date first written above. The lease that is the subject to the option contains rights in favor of Optionee to purchase the Property under certain circumstances.
3. The option that is the subject of this Memorandum is granted in accordance with a Real Estate Option Agreement between Optionor and Optionee concerning the Property and effective \_\_\_\_\_, 2015 ("Option Agreement"). This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Optionor and Optionee under the Option Agreement. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

*[Signatures on Following Pages]*

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

**WITNESSES:**

**OPTIONEE:**

**Venture Global Calcasieu Pass, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Bar Roll/Notary Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

**WITNESSES:**

**OPTIONOR:**



\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Bar Roll/Notary Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT A

(Memorandum of Real Estate Lease Option)

Legal Description of Property

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE, OFFSET 59.94 FEET S.00°36'56"E. OF TRUE POSITION; THENCE N.00°36'56"E, A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 1,119.26 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER TRANSITE PIPE; THENCE N.00°36'56"E., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.05 FEET S.00°36'56"W. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 668.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 49.96 FEET S.01°12'05"W. OF TRUE POSITION; THENCE S.01°12'05"W., A DISTANCE OF 722.21 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER IRON PIPE; THENCE S.01°17'48"W., A DISTANCE OF 160.02 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.32°00'12"E., A DISTANCE OF 170.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°20'36"E., A DISTANCE OF 950.02 FEET TO A POINT BEING MARKED BY A FOUND 2" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 384.49 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA,

BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 12.23 FEET TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 1,158.58 FEET TO THE POINT OF BEGINNING.

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ANNEX A

Form Ground Lease

STATE OF LOUISIANA  
PARISH OF CAMERON

GROUND LEASE AGREEMENT

(228 Acres)

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

WITNESSETH:

WHEREAS, the Landlord is the owner of certain immovable (real) property including improved and unimproved land and certain water and surface and subsurface land rights situated in Cameron Parish, Louisiana, which comprises approximately two hundred twenty-eight (228) acres; and

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

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

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

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

1. Definitions.

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

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

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

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

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

“Bona Fide Offer” means a bona fide written offer to purchase all or any portion of the Project Site from a true, independent third-party, who is not an Affiliate of the Landlord and who is otherwise making the offer in good faith and on an arms-length basis that the Landlord desires to accept.

“Business Day” means a day other than a Saturday, Sunday or any other day on which banking institutions in the state of New York are authorized or required by law to close.

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

“Corps” has the meaning set forth in Section 8.2(a).

“Corrective Measures” has the meaning set forth in Section 9.4(b).

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

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

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

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

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

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

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

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

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

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

“Financing Parties” means the lenders, security holders, investors, export credit agencies, multilateral institutions, equity providers and others providing debt or equity financing or refinancing to, or on behalf of, the Tenant, or any Affiliate of the Tenant, for the development, construction, ownership, operation or maintenance of the Project or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing, including Leasehold Lenders.

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

or effectiveness of any Governmental Approval that has been properly applied for by the Tenant that is required to construct and/or operate the Facility and/or Project.

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

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

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

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

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

“Hazardous Substances Law” means the published cleanup standards of any Governmental Authority with jurisdiction over the Project Site and any and all federal, state and local statutes, laws, regulations, ordinances, judgments, orders, codes, injunctions, applicable

common law, Applicable Law and similar provisions having the force or effect of law concerning the generation, distribution, use, treatment, storage, disposal, arrangement for disposal, cleanup, transport or handling of Hazardous Substances including, but not limited to, the Federal Water Pollution Control Act (as amended), the Resource Conservation and Recovery Act of 1976 (as amended), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as amended), the Toxic Substances Control Act (as amended) and the Occupational Safety and Health Act of 1970 (as amended) to the extent they relate to the handling of and exposure to Hazardous Substances.

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

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

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

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

“Landlord Estoppel” has the meaning set forth in Section 23.11(a).

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



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

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

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

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

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

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

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

“LNG” means liquefied natural gas.

“Minerals” has the meaning set forth in Section 8.2(b).

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

“Non-Disturbance Agreement” has the meaning set forth in Section 23.11(c).

“Option Agreement” means the Real Estate Lease Option Agreement between Landlord and Tenant, dated as of [\_\_\_\_\_], 2015.

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

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

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

“Project Site” means the real (immovable) property of approximately two hundred

twenty-eight (228) acres described in the legal description set forth in Exhibit 1-A, and illustrated by the Survey Map attached as Exhibit 1-B, including any waterway areas, upon which the Facility and other Improvements will be located and which real (immovable) property is owned by the Landlord.

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

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

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

“Surface Waiver” has the meaning set forth in Section 8.2(b).

“Survey Map” means the ALTA survey of the Project Site, dated [\_\_\_\_], last revised [\_\_\_\_], by Lonnie G. Harper & Associates, Inc., attached as Exhibit 1-B.

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

“Tenant Estoppel” has the meaning set forth in Section 23.11(b).

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

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

“Tower Lease” has the meaning set forth in Section 2.2.

## 2. Ground Lease Premises.

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

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

by and between [redacted] as trustee of [redacted]  
[redacted]  
[redacted] as lessor, and [redacted]  
[redacted] as lessee, [redacted]  
[redacted] as affected by that  
certain Assignment [redacted]  
[redacted] as affected by that Lease Extension [redacted]  
[redacted] as affected by that certain  
Extended Lease Agreement [redacted]  
[redacted] as affected by that certain Addendum to Land Lease Agreement  
At Cameron #1 [redacted]  
[redacted] as affected by that certain First Amendment to Lease  
[redacted] as evidenced by that certain Memorandum of Lease [redacted]  
[redacted] for so long as such Tower  
Lease remains in full force and effect.

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

3. Term

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

3.2 Extensions.

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

(b) The option to extend this Ground Lease of the Project Site as set forth in Section 3.2(a) must be exercised in each case, if at all, by written notice from the Tenant to the Landlord on or before the date that is three (3) months prior to the expiration of the Initial Term or then current Extended Term, as applicable. The failure of the Tenant to timely exercise the first Extended Term or any subsequent Extended Term shall automatically terminate the right of the Tenant to exercise its option to lease the Project Site in any subsequent Extended Term.

(c) All the terms and conditions of this Ground Lease shall be applicable to any Extended Term and the Rent payable by Tenant for any Extended Term shall be in accordance with the provisions set forth in Article 4.

#### 4. Rent.

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

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

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

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

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

Bank Name: \_\_\_ TBD \_\_\_\_\_  
Bank Address: \_\_\_ TBD \_\_\_\_\_  
Account Name: \_\_\_ TBD \_\_\_\_\_  
Account No.: \_\_\_ TBD \_\_\_\_\_  
Routing No. \_\_\_ TBD \_\_\_\_\_

5. Net Lease; Taxes and Utility Expenses.

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

5.2 Taxes and Utility Expenses.

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

(b) The Tenant shall pay or cause to be paid when due any and all Property Taxes on or related to the Project Site during the term of this Ground Lease. The Landlord shall promptly provide all Property Tax bills when they become available. Upon the latter of (i) one (1) month after receipt of such Property Tax bill from the Landlord or (ii) the due date of any such Property Taxes, the Tenant shall provide the Landlord with reasonable written evidence from the Cameron Parish Tax Collector's Office of the payment of such taxes or provide notice of any election by the Tenant to contest the same in good faith, provided the Tenant has entered into appropriate deposit, bond, or obtained an order of a court of competent jurisdiction, or other steps to appropriately stay any lien or collection efforts in connection with such contest.

5.3 Utility Connections. The Tenant shall be responsible for obtaining, at its own cost, electricity, telephone, water, sewerage, gas, and other utility services to the Project Site; provided, however, the Landlord shall cooperate, and to the extent reasonably needed, facilitate the contracting of any easements, servitudes and/or rights of way, and grant easements, servitudes and rights of way in accordance with Section 2.3, as required by the Tenant for such utility connections and/or services.

6. Tenant and Landlord Improvements.

6.1 Landlord's Improvements. "Landlord's Improvements" are any and all improvements to the immovable property of the Project Site and any and all movable property in existence on the Project Site at the time of the Ground Lease Commencement Date. There are no Landlord's Improvements except [\_\_\_\_\_].

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

to the Project as long as such changes, alterations, and/or improvements comply with Applicable Laws.

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

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

6.5 Maintenance of Improvements.

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

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

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

7. Tenant's Surrender of Project Site.

7.1 Surrender at End of Ground Lease. Subject to Section 6.4 and subject and subordinate to Section 23 and the rights of any Leasehold Lender under any Leasehold Mortgage, the Tenant shall and will on the last day of the Initial Term, or if extended, on the last day of the Extended Term hereof, surrender and deliver the Project Site to the Landlord, in good condition as is reasonably practicable (except as provided in Section 6.5 or Section 13), excepting normal wear and tear. If this Ground Lease is terminated for any reason or upon the expiration of the

Initial Term and/or Extended Term (if extended) of this Ground Lease, the Tenant shall in good faith proceed with (i) any removal of the Facility and any and all Improvements and (ii) restoration, if any, of the Project Site to its condition prior to construction of the Facility and/or Improvements. Tenant shall have all access rights to the Project Site that are necessary to remove any and all of Tenant's Property, including the Facility and/or Improvements. Tenant shall also comply as required by any federal regulations of the Federal Energy Regulatory Commission or any other federal authority with respect to the Facility on the Project Site.

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

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

## 8. Use.

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

8.2 Dirt Moving Activities; Permits; Timber.



(a) The Tenant may remove, add and/or move substantial amounts of muck, dirt, dredge spoil, fill and other materials from the Project Site, to the Project Site, and from portions of the Project Site to other portions of the Project Site, and the Tenant may be required by Applicable Laws to mitigate wetlands on portions of the Project Site and may do so in its discretion. Tenant shall have the right to remove soil and spoil from, and to add fill to, the Project Site and to dredge the slip and turning basin and dredge and widen the Calcasieu Ship Channel, and deposit the dredge spoils on the Project Site (as allowed by Applicable Law), in each case in connection with the excavation for, development, construction, installation, use, operation, maintenance, repair, expansion, optimization, alteration and/or removal of the Facility, and for the purpose of constructing, creating, expanding, operating and maintaining a marine terminal and ship turning basin. Tenant shall, at its own expense, obtain any required permits and/or approvals from the United States Army Corps of Engineers (the “Corps”) and/or any other governmental agencies, and Tenant shall comply with such permits and approvals. The Landlord will cooperate with and assist the Tenant in obtaining any necessary permits and Governmental Approvals from the Corps and any other Governmental Authority, at Tenant’s discretion, for Tenant’s use of the Project Site, including without limitation, for any Improvements, reclamation of lands, erosion control, attainment of spoil, easements/servitudes and/or rights of way; provided, that all costs associated with such efforts shall be the responsibility of the Tenant. Except only as provided in Section 8.2(b) below, Tenant shall have all surface, subsurface and riparian rights, and the right and privilege of grading and draining the Project Site, and all other rights on and to the Project Site. Any activities of Landlord and/or its lessees or assignees or any other party shall not adversely affect the Project Site or the Facility or interfere with Tenant’s operations or rights under this Ground Lease in any way. Nothing herein is intended to preclude Landlord, from participating in pools or units created by consent or established by any regulatory body including the Louisiana Commissioner of Conservation. Tenant may freely remove any timber which is standing or lying on the Project Site as Tenant deems necessary for Tenant’s intended use of the Project Site. Nothing herein is intended to grant, convey, or bestow to Tenant any rights to or claims to any oil, gas, or mineral rights below the surface of the Project Site.

(b) To the extent Landlord holds any rights to oil, gas, or other minerals (“Minerals”) in the Project Site, Landlord waives any and all rights of Landlord or its lessees or assignees to use the surface of the Project Site to explore for, drill for, access, extract, mine, exploit or otherwise make use of such Minerals, during the term of this Ground Lease, and Landlord and/or its lessees or assigns shall only exercise any such rights to such Minerals via directional drilling or other means consistent with the terms and conditions of this Section 8.2(b) (“Surface Waiver”). If any third party holds any rights in such Minerals, Landlord shall obtain a legal and binding written Surface Waiver from such third party, for the benefit of Tenant and shall promptly provide a copy of such Surface Waiver to Tenant. Any directional drilling or other subsurface Mineral activities of Landlord and/or its lessees or assignees or any other party shall take place at a depth of not less than the greater of 2500 feet or such other depth as may be determined or set by the Federal Energy Regulatory Commission below the surface and shall not adversely affect the lateral or subjacent support of the Facilities or interfere with Tenant’s operations or rights under this Ground Lease in any way.

8.3 Crossing. The Landlord shall assist the Tenant in the Tenant's efforts to develop, at the Tenant's cost, any roads and/or crossings or other Improvements across the Project Site and boundary lines of the Project Site to the adjacent land, including relocation of utilities, providing culverts for storm water drainage, and any other Improvements. The Tenant or others, excluding the Landlord, will pay the cost to relocate or modify the infrastructure for these roads and/or crossings and/or other Improvements. Landlord shall not be required to incur any costs or expenses in its efforts to assist Tenant.

8.4 Pipelines; Rights of Way. If at any time the Tenant notifies the Landlord that the Project requires an off-Project Site pipeline and/or pipeline easement for the development of the Project at the Project Site, the Landlord shall use its best efforts to cause the applicable landowners and Governmental Authorities to grant the pertinent approvals to achieve the pipeline and/or pipeline right of way. Landlord shall not be required to incur any costs or expenses in its efforts to assist Tenant.

## 9. Indemnification.

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

9.2 Tenant's Environmental Indemnification. For purposes of the Tenant's indemnification obligations, the Tenant agrees that it will comply with all Environmental Laws applicable to the Tenant, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances in, on, or about the Project Site. The Tenant agrees to

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

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

9.4 Landlord's Environmental Indemnification.

(a) For purposes of Landlord's indemnification obligations, the Landlord agrees that it will comply with all Environmental Laws applicable to the Landlord, including without limitation, those applicable to the use, storage, and handling of Hazardous Substances in, on, or about the Project Site. The Landlord agrees to indemnify and hold harmless the Tenant Indemnitee against and in respect of any and all damages, claims, losses, liabilities, and expenses (including, without limitation, reasonable attorneys, accounting, consulting, engineering, and other fees and expenses), which may be imposed upon, incurred by, or assessed against the Tenant Indemnitee by any other Person (including, without limitation, a Governmental Authority), arising out of, in connection with, or relating to the subject matter of: (i) the presence, discharge or release

of Hazardous Substances, including all claims or alleged claims by any Governmental Authority or other Person for penalties, damages or injunctive relief or for the abatement of a nuisance related to the presence, discharge or release of Hazardous Substances, or (ii) any actual or alleged violation of Environmental Laws, in the case of each of subclauses (i) and (ii), where the presence, discharge or release of such Hazardous Substances or violation of Environmental Law arises or occurs (1) at, on or from the Project Site on or prior to the Ground Lease Commencement Date or (2) at, on or from the Project Site or any other site as a result of or relating to the Landlord's Activities or facilities or Landlord's Improvements, whether before, on or after the Ground Lease Commencement Date, or (iii) the Landlord's breach of the covenant set forth above in this Section 9.4 or (iv) any environmental condition of contamination on the Project Site or any violation of any Environmental Law with respect to the Project Site to the extent occurring after the Ground Lease Commencement Date and caused by the Landlord's Activities or facilities.

(b) If Hazardous Substances become present or are discharged onto the Project Site as a result of the Landlord's Activities or otherwise exist at the Project Site on or prior to the Ground Lease Commencement Date, the Tenant shall so notify the Landlord in writing as soon as practicable after the Tenant's discovery thereof. Except with respect to Hazardous Substances that become present or are discharged onto the Project Site as a result of the Landlord's Activities, such discovery and notice to the Landlord must occur within the Initial Term of this Ground Lease for the Landlord to have any obligation to perform any Corrective Measures (as hereinafter defined). Except as provided in the following sentence, upon receipt of such notice from the Tenant, the Landlord shall have a reasonable period of time to undertake, at its own expense, but subject to a limit of [REDACTED] such corrective measures as are necessary to remove such Hazardous Substances and to remediate such presence or discharge as required by applicable Environmental Laws or the requirements of the appropriate Governmental Authority ("Corrective Measures"), except that such Corrective Measures shall not unreasonably interfere with the construction, operation or maintenance of the Facility and/or interfere the Improvements by Tenant. At its discretion, upon written notice to the Landlord, the Tenant shall have the right to undertake such Corrective Measures and the Landlord shall reimburse the Tenant up to a total amount of [REDACTED] (or Tenant may offset against Rent) for its reasonable and necessary documented costs therefor within thirty (30) days after receipt of an invoice by the Landlord (including any costs associated with the work stoppage or interference with the ability of any Facility Contractor to perform its respective obligations under the Facility Contracts (including mobilization and demobilization costs, suspension costs, storage costs, rescheduling penalties, and all other direct and indirect costs incurred by the Tenant or any Facility Contractor (and its respective subcontractors) as a result of any delay caused by such Corrective Measures)). The Party not controlling the Corrective Measures under this Section 9.4(b) shall have a reasonable right of participation in the Corrective Measures, consisting of the right to (i) receive copies of material reports, work plans and correspondence relating to the Corrective Measures, (ii) the right to review and comment on draft reports and work plans (and all prompt and reasonable comments shall be considered and addressed by the controlling Party in good faith), and (iii) advance notice of and the right to attend and participate in meetings with Governmental Authorities. This Section 9.4(b) shall not supersede or diminish the provisions or the Landlord's obligations under Section 9.4(a).

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

## 10. Insurance.

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

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

## 11. Liens and Landlord's Mortgages.

11.1 Prohibition of Liens and Mortgages. The Landlord shall not create or permit to be created or to remain in connection with the Project Site, or the Facility, the Improvements or the Landlord's Improvements thereon, any Lien against any property interest of the Landlord and/or against any of Tenant's Property or leasehold interest of the Tenant, and the Landlord or Tenant (as applicable) shall discharge any Lien (levied on account of any mechanics', laborers', or materialmen's lien or security agreement) which might be or become a Lien upon the Project Site or upon Landlord's interest in the Project Site or upon Tenant's interest in its leasehold of the Project Site, in accordance with Section 11.2.

### 11.2 Discharge of Liens.

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

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

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

#### 12. Entry on Premises by Landlord, Etc.

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

#### 13. Destruction by Fire or Other Casualty.

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

writing and shall proceed with due diligence to demolish and remove any ruins or rubble remaining on the Project Site at the Tenant's sole cost and expense.

14. Assignment; Subleasing; Right of First Refusal.

14.1 Restrictions on Landlord. The Landlord shall not assign this Ground Lease or sell the Project Site, in whole or in part, (including without limitation by transfer of control or otherwise) without the prior written consent of the Tenant, which consent shall not be unreasonably withheld, delayed, or conditioned, except with respect to the Tenant's right of first refusal as set forth in Section 14.3. This Ground Lease shall inure to the benefit of and shall be binding upon Landlord's permitted assigns.

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

14.3 Right of First Refusal. During the Initial Term or any Extended Term of the Ground Lease, Landlord may not transfer a portion of the Project Site and may only transfer the entire Project Site through a bona fide sale in exchange for a sum certain of money. If Landlord, during the Initial Term or any Extended Term of the Ground Lease, receives a Bona Fide Offer from a third party to buy or acquire all or any portion of the Project Site separately or as a part of a larger parcel of which the Project Site is a part, Landlord will promptly, within ten (10) Business Days, give written notice to Tenant of the terms of the Bona Fide Offer made or received, including the cash price attributable to the Project Site. If the sale is a tract of which the Project Site is a part, then the cash price attributable to the Project Site will be that part of the cash price multiplied times a fraction, the denominator of which is the total number of acres in the Project Site and the numerator of which is the total number of acres in the larger tract to be sold. The notice shall also state the other terms and conditions of the proposed sale and the Landlord's willingness to sell for that cash price and on those terms. Upon receiving the notice, the Tenant may exercise the right, in the manner specified below, to purchase either the property described in the Bona Fide Offer or the Project Site (or part thereof) at the stated cash price in the Bona Fide Offer. This Section 14.3

does not apply to transfers pursuant to successions or donations executed in accordance with Louisiana law.

14.4 Exercise of Right of First Refusal. If Tenant elects to purchase the property or Project Site described in the Bona Fide Offer under the provisions of Section 14.3, Tenant must notify Landlord of such election, doing so in writing delivered to Landlord within thirty (30) Business Days after the date of Landlord's written notice to Tenant of the Bona Fide Offer. If Tenant elects to refuse the Bona Fide Offer, Tenant need take no action whatsoever; further, if Tenant fails to deliver to Landlord a notice of Tenant's election within the time required for such notice, Tenant will be deemed to have refused the Bona Fide Offer. If Tenant refuses, or is deemed to have refused, the Bona Fide Offer, Landlord is free to sell the property pursuant to the Bona Fide Offer subject to this Ground Lease, any New Lease (as defined in Section 23.9(a)), and any Non-Disturbance Agreement (as defined in Section 23.9(c)) and continuation of the leasehold interest created by this Ground Lease and any New Lease (as defined in Section 23.9(a)).

14.5 Continuation of Right. If for any reason the Project Site is not sold by Landlord following a Bona Fide Offer from a third-party, the right of first refusal granted and described in the preceding Sections 14.1 through 14.4 shall continue in full force and effect, on the same terms and conditions.

#### 15. Events of Default of Tenant.

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

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

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



15.2 Landlord's Remedies; Cure.

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

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

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

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

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

#### 16. Events of Default of the Landlord.

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

Landlord may also contest the Tenant's determination of an Event of Default, and if so contested Landlord shall give written notice to Tenant within sixty (60) days after Tenant's Notice of Landlord's Event of Default.

16.2 Tenant's Remedies; Cure. In the event of a Landlord's Event of Default that is not fully cured under Section 16.1, in addition to all other remedies available to the Tenant, the Tenant may cancel this Ground Lease by written notice to the Landlord. All obligations of the Landlord hereunder arising or accruing with respect to any period prior to such termination and any obligations of the Landlord under the indemnification provisions hereof arising or accruing with respect to any period prior to such termination hereof, in each case without regard to whether such matter is first noticed to the Landlord prior to or subsequent to such termination, shall survive the termination hereof, and shall be immediately payable to the Tenant. The Tenant shall have the right, with or without canceling this Ground Lease, to specific performance and to recover damages caused by a Landlord's Event of Default that is not fully cured under Section 16.1, provided, however, that Landlord's right to contest the Tenant's declaration of an Event of Default is reserved, and Landlord may seek a determination thereof in accordance with Section 24.7 and 24.9 of this Lease.

16.3 Tenant's Right to Cure Landlord's Event of Default. Upon the occurrence of a Landlord's Event of Default, and after the lapse of the Landlord's Right to Cure period established in Section 16.1, the Tenant may take whatever actions as are reasonably necessary to cure such Landlord's Event of Default, including the hiring of attorneys, contractors, consultants, architects, engineers, laborers, or others, purchasing the required goods or services and procuring necessary insurance. The Landlord shall be responsible for all costs including attorneys' fees and the fees of

other professionals, reasonably incurred by the Tenant pursuant to this Section and such costs shall be billed to the Landlord. The Landlord shall pay all such additional costs and charges within thirty (30) days after billing by the Tenant, and/or Tenant may offset such additional costs and charges against Rent due. However, Landlord's Right to Contest the Tenant's declaration of an Event of Default is reserved, and Landlord may seek a determination thereof in accordance with Section 24.7 and Section 24.9 of this Lease.

#### 17. Mutual Obligations.

17.1 Late Charges; Interest. If any Rent or other sum is not paid when due and payable under this Ground Lease, and if such delinquency continues for a period of ten (10) days after receipt of written notice, such sum shall bear a late charge equal to one percent (1.0%) of the amount thereof, the Parties recognizing and agreeing that such charge represents a reasonable approximation of the additional administrative costs and expenses which are likely to be incurred by the non-defaulting Party. Additionally, any judgment rendered therefor shall bear interest from the date originally due to the date of collection at the rate prescribed by law as legal interest.

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

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

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

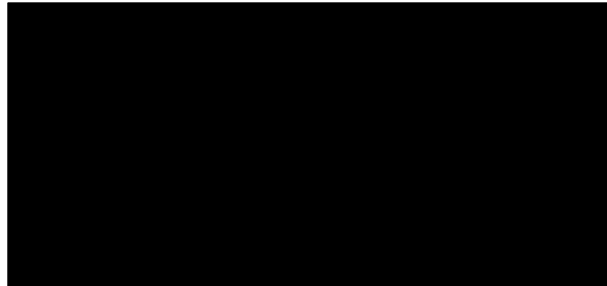
#### 18. Notices.

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

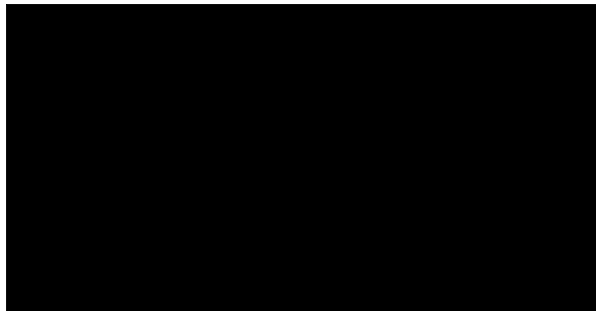
To the Tenant: Venture Global Calcasieu Pass, LLC  
c/o Venture Global LNG, Inc.  
2200 Pennsylvania Avenue, NW  
Suite 600W  
Washington, DC 20037  
Attention: Paul Dillbeck, General Counsel  
Telephone: (202) 759-6736  
Facsimile:  
Email: pdillbeck@ventureglobalng.com

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

To the Landlord:



With a copy to:



or to such other numbers or addresses as either above designated recipients may from time to time designate by written notice to the other designated recipient hereto at least fifteen (15) days in

advance of an effective date stated therein.

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

#### 19. Quiet Enjoyment; Title.

19.1 Quiet Enjoyment. Landlord warrants to Tenant the peaceable enjoyment of the Project Site and warrants to Tenant that Tenant shall quietly have and enjoy the Project Site during the Initial Term, any Extended Term and any Removal Period of this Ground Lease without hindrance or molestation by the Landlord or any Person or Persons claiming by, under and/or through the Landlord. This Ground Lease shall be construed as a covenant running with the land. As long as this Ground Lease is in effect, the Landlord and any Affiliate of Landlord shall only allow compatible use of the remainder of their property adjacent to the Project Site and, other than the existing sewage pond adjacent to the Project Site and the existing tower located on the Project Site pursuant to the terms of the Tower Lease, will not create or allow the creation of a visual, olfactory or auditory nuisance on said remainder of their property. Unless prior written consent is received from the Tenant, such consent not to be unreasonably withheld, the Landlord shall not cause the terms of the Tower Lease to be amended, modified, altered or changed in any respect.

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

#### 20. Eminent Domain.

20.1 Complete Condemnation. If, during the term hereof, the whole of the Project Site shall be taken under the power of eminent domain (or in lieu of a taking by a person or entity authorized to exercise such power, condemnation or taking, or under threat of exercise of such power, condemnation or taking) by any public or private authority, then this Ground Lease and the term hereof shall cease and terminate as of the date of such taking; provided that the Tenant shall share in the condemnation award as provided herein. The Tenant may continue to occupy the Project Site, subject to the terms of this Ground Lease, for all or such part of the period between the date of such taking and the date when possession of the Project Site shall be taken by the taking

authority, and any unearned Rent or other charges, if any, paid in advance, shall be refunded to the Tenant. If required, the Tenant shall procure from the applicable Governmental Authority, at the Tenant's sole cost and expense, all necessary consents and authorizations to continue to occupy the Project Site from and after the date of such taking.

20.2 Partial Condemnation. If, during the term hereof, any public or private authority shall, under the power of eminent domain (or in lieu of a taking by a person or entity authorized to exercise such power, condemnation or taking, or under threat of exercise of such power, condemnation or taking), makes a taking resulting in the reduction of the surface area of the Project Site by fifteen percent (15%) or more, or of fifteen percent (15%) or more of the value of the Facility, the Improvements or the Landlord's Improvements, or resulting in material interference to the Project or the Tenant's ability to use in a commercially reasonable manner the remainder of the Project Site, the Facility, the Improvements or Landlord's Improvements for the purposes contemplated hereby, then the Tenant may, at its election, terminate this Ground Lease by giving the Landlord notice of the exercise of its election within one-hundred twenty (120) days of the date of notice to the Tenant of such taking. In the event of termination by the Tenant under this Section 20.2, the term hereof shall cease and terminate as of the last day of the calendar month in which such notice of exercise of its election to terminate has been given, and any unearned Rent or other charges, if any, paid in advance, shall not be refunded to the Tenant, and the Tenant shall share in the condemnation award as provided herein.

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

20.4 Allocation of Award. Subject to Section 23.8, in the event of a complete taking pursuant to Section 20.1, the Tenant will be entitled to receive the portion of the condemnation award (or settlement) attributable to (i) the value of the Facility and Improvements and Landlord's Improvements, and fixtures and other property located on the Project Site so taken, plus (ii) without duplication with clause (i) above, the value of the leasehold estate and leasehold advantage in the portion of the Project Site so taken, plus (iii) other compensation or benefits paid as a consequence of the interruption of the Tenant's business and the other costs and expenses incurred by the Tenant as a consequence of such taking (if any such compensation or benefits are paid by the applicable taking authority) and the Landlord shall be entitled to recover that portion of the condemnation award (or settlement) fairly attributable to the value of the land taken. In the event Tenant's Property, the Improvements or the Facility are not taken, the Tenant shall not be entitled to any portion of the award, and in the event no Landlord's property is taken, the Landlord shall not be entitled to any portion of the award, unless the Tenant elects to terminate this Ground Lease pursuant to Section 20.2, in which event the award or settlement shall be allocated as provided in the next sentence. In the event of a partial taking of the Improvements, Tenant's Property and/or Facility not resulting in a termination of this Ground Lease pursuant to Section 20.2, the entire award or settlement shall be paid to the Tenant. In the event of a partial taking of the Project Site,

the Tenant will be entitled to receive the portion of the award attributable to (i) the value of the portion of the Facility, Improvements and Tenant's Property located in the portion of the Project Site so taken, plus (ii) without duplication with clause (i) above, the value of the leasehold estate and leasehold advantage in the portion of the Project Site so taken, plus (iii) damage to the remaining Facility, and the Tenant will promptly restore the remaining portion of the Facility to the extent of the award payable to the Tenant. Nothing contained herein shall prohibit the Tenant's claiming relocation damages or damages for lost profits or loss of leasehold advantage against the taking authority in any appropriate proceeding.

21. Temporary Taking or Other Deprivation.

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

22. Force Majeure.

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

23. Leasehold Mortgage Provisions.

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

23.1 Tenant's Right to Mortgage Leasehold Interest; Recognition of Leasehold Lender as Leasehold Mortgagee. Tenant shall have the absolute right (but not the obligation), without seeking the consent or approval of Landlord, to grant one or more leasehold mortgages encumbering Tenant's interest in the Project Site and in this Ground Lease. The term "Leasehold Lender" shall mean, at any point in time, the holder of a Leasehold Mortgage that provides written

notice to Landlord of its status as such, which notice is confirmed in writing by Tenant. The term "Leasehold Mortgage" shall mean, at any point in time, a leasehold mortgage to secure debt or other equivalent instruments ("Leasehold Loan") as the case may be (as the same may be amended from time to time), encumbering Tenant's interest in the Project Site and this Ground Lease. It is acknowledged and agreed that, during the term of this Ground Lease, there may be multiple Leasehold Mortgages and multiple Leasehold Lenders and that each Leasehold Lender may, from time to time, assign its right, title and interest in and to the Leasehold Loan, Leasehold Mortgage and this Ground Lease. During the term of this Ground Lease, Tenant shall provide Landlord with written notice of the identity, contact information and address for each Leasehold Lender, such notice to be provided to Landlord by Tenant within no less than a calendar year within which Tenant becomes aware of any such Leasehold Lender, whether by the issuance of a Leasehold Mortgage to such Leasehold Lender or name change, assignment, merger or otherwise.

23.2 Right to Perform for Tenant; Right to Cure.

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

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

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

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

(iii) if Leasehold Lender (or its designee) shall acquire Tenant's interest



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

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

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

23.3 No Modification Without Leasehold Lender's Consent. Neither Landlord nor Tenant will amend, modify, cancel or surrender this Ground Lease without Leasehold Lender's prior written consent, and any such action taken without Leasehold Lender's consent shall not be binding on Tenant or Leasehold Lender or their respective successors and assigns (and this Ground Lease shall be interpreted as if such action was not taken), provided, however, that if Tenant is in default beyond applicable notice and cure periods under this Ground Lease and Leasehold Lender fails to act under Section 23.2 above within the applicable time periods set forth in Section 23.2, then Leasehold Lender's prior written consent shall not be required for Landlord to exercise any right to terminate this Ground Lease that Landlord may have under Section 15 above.

23.4 Delivery of Notices. Landlord shall simultaneously deliver to Leasehold Lender copies of all notices, statements, information and communications delivered or required to be delivered to Tenant pursuant to this Ground Lease, including, without limitation, any notice of any default by Tenant. In addition, Landlord shall promptly notify Leasehold Lender in writing of any failure by Tenant to perform any of Tenant's obligations under this Ground Lease. No notice, statement, information or communication given by Landlord to Tenant shall be binding or affect Tenant or Leasehold Lender or their respective successors and assigns unless a copy of the same shall have simultaneously been delivered to Leasehold Lender in accordance with this Section 23.4. All notices to Leasehold Lender shall be addressed to any Leasehold Lender at any address that such Leasehold Lender shall provide in writing to Landlord and Tenant, and shall be delivered in a manner permitted under (and shall be deemed delivered in accordance with) Section 18.

Notwithstanding anything to the contrary in this Ground Lease, Landlord shall not exercise any remedies related to Tenant's default hereunder until (i) Landlord has delivered notice of such default to Leasehold Lender pursuant to this Section 23.4 and (ii) all applicable cure commencement periods following the delivery of such notice have expired.

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

23.6 Permitted Transfers. Notwithstanding the provisions of Section 23.5, but for the avoidance of doubt while reserving Landlord's right to terminate this Ground Lease pursuant to Section 23.2, the purchaser at any sale of this Ground Lease and the interests in and to the Project Site thereby created in any proceedings for the foreclosure of the Leasehold Mortgage (including, without limitation, power of sale), or the assignee or transferee of this Ground Lease and the interests in and to the Project Site thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Leasehold Lender or any third party) shall be deemed to be a permitted assignee or transferee under this Ground Lease without the need to obtain Landlord's consent and Landlord shall recognize such assignee or transferee as the successor-in-interest to Tenant for all purposes under this Ground Lease, and such purchaser, assignee or transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed under this Ground Lease from and after the date of such purchase and/or assignment, but only for so long as such purchaser or assignee is the owner of the Tenant's interest in, to and under this Ground Lease and the Tenant's interests in and to the Project Site thereby created.

23.7 No Termination for Casualty. So long as the indebtedness, or any part of the indebtedness, secured by the Leasehold Mortgage remains outstanding and unpaid, and the

Leasehold Mortgage remains of record, Landlord and Tenant agree that this Ground Lease shall not terminate or be cancelled at any time upon the damage or destruction by fire or other casualty of all, substantially all, or any part of the Project Site or the Tenant's Facility. Rent shall continue to be due and payable as set forth in this Ground Lease.

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

23.9 New Direct Lease.

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

“New Lease”), it being the intention of the parties to preserve this Ground Lease and the interests in and to the Project Site created by this Ground Lease for the benefit of Leasehold Lender without interruption. Said New Lease shall be superior to all rights, liens and interests intervening between the date of this Ground Lease and the granting of the New Lease and shall be free of any and all rights of Tenant under this Ground Lease.

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

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

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

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

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

terminated in connection with such Bankruptcy Proceeding.

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

23.11 Estoppel Certificates; Non-Disturbance Agreements.

(a) Upon Leasehold Lender's or Tenant's written request, Landlord shall provide Leasehold Lender or Tenant with an estoppel certificate (the "Landlord Estoppel") which shall certify to such requesting Leasehold Lender or Tenant (i) as to the amount and status of all rent payments under this Ground Lease, (ii) as to the non-satisfaction or non-compliance by Tenant of any other conditions under this Ground Lease, or alternatively, as to the full satisfaction and compliance by Tenant of any other conditions required under this Ground Lease, (iii) as to any existing default of Tenant under the Ground Lease, or alternatively that Tenant is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by Tenant thereunder, and as to any existing event or condition in existence as of the date of the Landlord Estoppel which would, with passage of time or the giving of notice or both, constitute a default under the Ground Lease or otherwise entitle Landlord to terminate, accelerate, or modify the Ground Lease or exercise any other remedy thereunder, or alternatively that no such event or condition exists, (iv) setting forth any offsets or counterclaims on the part of Landlord or alternatively that there are no offsets or counterclaims on the part of Landlord, (v) that each of the Ground Lease and the Non-Disturbance Agreement (as defined in Section 23.11(d)), true, correct copies of which shall be attached thereto together with any amendments, modifications, assignments, restatements, and supplements thereof, have not, except to the extent set forth therein, been amended, modified, assigned, restated, supplemented, or waived in any respect whatsoever and collectively represent the entirety of the agreements between Landlord and Tenant with respect to the Project Site, (vi) as to the date on which the Initial Term or Extended Term, as applicable, is scheduled to expire, (vii) as to Landlord's power and authority to execute the Landlord Estoppel, (viii) as to any dispute, claim, or litigation (pending or threatened) regarding the Ground Lease or asserting that the Ground Lease is unenforceable, (ix) as to any notice given or received by the Landlord asserting that (A) the Ground Lease violates any agreement or applicable law or (B) any violations of any covenants, conditions, or restrictions of record affecting the Project Site, (x) as to any written notice received by Landlord from any Governmental Authority respecting a condemnation or threatened condemnation of all or any portion of the Project Site, (xi) that there are no fees, rents, royalties or other sums, whether or not constituting rent, due and owing as of

the date of the Landlord Estoppel and as to any rent that Tenant has prepaid under the Ground Lease, (xii) that, except the Ground Lease, and any Non-Disturbance Agreement, there do not exist any other agreements concerning the Project Site or the Ground Lease, whether oral or written, to which Landlord is a party, (xiii) that there are no agreements, judgments, proceedings, liens, or encumbrances affecting the Project Site, other than those set forth on a schedule to the Landlord Estoppel, (xiv) that Landlord is, as of the date of the Landlord Estoppel, the present lessor under the Ground Lease and owns good and indefeasible title to the Project Site, subject to and as limited by Permitted Encumbrances, (xv) that Landlord has not assigned, sublet, hypothecated, leased, or otherwise transferred its interests, or any portion thereof, in and to the Project Site, and has not agreed with any party or person to do so, and has not executed a mortgage, deed of trust, or other security instrument encumbering Landlord's interest in the Project Site, (xvi) that there exist no options, rights of first refusal, or other similar rights or agreements to which Landlord is a party or by which Landlord is otherwise bound affecting Landlord's interest in and to the Project Site, (xvii) that Landlord is not, as of the date of the Landlord Estoppel, holding a security deposit pursuant to the terms of the Ground Lease, (xviii) that Landlord has not commenced any action or sent any notice to Tenant for the purpose of exercising remedies or terminating, canceling, modifying, or surrendering the Ground Lease, and that Landlord is not, as of the date of the Landlord Estoppel, entitled to terminate, cancel, modify or surrender the Ground Lease, and (ix) as to such other matters related to this Ground Lease as Leasehold Lender may reasonably determine from time to time.

(b) Upon Leasehold Lender's or Landlord's written request, Tenant shall provide Leasehold Lender with an estoppel certificate (the "Tenant Estoppel") which shall certify to such requesting Leasehold Lender (i) as to the amount and status of all rent payments under this Ground Lease, (ii) as to the non-satisfaction or non-compliance by Landlord of any other conditions under this Ground Lease, or alternatively, as to the full satisfaction and compliance by Landlord of any other conditions required under this Ground Lease, (iii) as to any existing default of Landlord under the Ground Lease, or alternatively that Landlord is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by Landlord thereunder, and as to any existing event or condition in existence as of the date of the Tenant Estoppel which would, with passage of time or the giving of notice or both, constitute a default under the Ground Lease or otherwise entitle Tenant to terminate, accelerate, or modify the Ground Lease or exercise any other remedy thereunder, or alternatively that no such event or condition exists, (iv) setting forth any offsets or counterclaims on the part of Landlord or alternatively that there are no offsets or counterclaims on the part of Tenant, (v) that the Ground Lease, a true and correct copy of which shall be attached thereto together with any amendments, modifications, assignments, restatements, and supplements thereof, has not, except to the extent set forth therein, been amended, modified, assigned, restated, supplemented, or waived in any respect whatsoever and collectively represent the entirety of the agreements between Landlord and Tenant with respect to the Project Site, (vi) as to the date on which the Initial Term or Extended Term, as applicable, is scheduled to expire, (vii) as to Tenant's power and authority to execute the Tenant Estoppel, (viii) as to any dispute, claim, or litigation (pending or threatened) regarding the Ground Lease or asserting that the Ground Lease is unenforceable, (ix) as to any notice given or

received by the Tenant asserting that (A) the Ground Lease violates any agreement or applicable law or (B) any violations of any covenants, conditions, or restrictions of record affecting the Project Site, (x) as to any written notice received by Tenant from any Governmental Authority respecting a condemnation or threatened condemnation of all or any portion of the Project Site, (xi) that there are no fees, rents, royalties, or other sums, whether or not constituting rent, due and owing as of the date of the Tenant Estoppel and as to any rent that Tenant has prepaid under the Ground Lease, (xii) that, except the Ground Lease, there do not exist any other agreements concerning the Project Site or the Ground Lease, whether oral or written, to which Tenant is a party, (xiii) that there are no agreements, judgments, proceedings, liens, or encumbrances affecting the Project Site, other than those set forth on a schedule to the Tenant Estoppel, (xiv) that Tenant is, as of the date of the Tenant Estoppel, the present lessee under the Ground Lease and owns good and indefeasible title to the Project Site, subject to and as limited by Permitted Encumbrances, (xv) that Tenant has not assigned, sublet, hypothecated, leased, or otherwise transferred its interests, or any portion thereof, in and to the Project Site, and has not agreed with any party or person to do so, and has not executed a mortgage, deed of trust, or other security instrument encumbering Tenant's interest in the Project Site, other than those set forth on a schedule to the Tenant Estoppel, (xvi) that there exist no options, rights of first refusal, or other similar rights or agreements to which Tenant is a party or by which Tenant is otherwise bound affecting Tenant's interest in and to the Project Site, (xvii) that Tenant is not, as of the date of the Tenant Estoppel, holding a security deposit pursuant to the terms of the Ground Lease, (xviii) that Tenant has not commenced any action or sent any notice to Landlord for the purpose of exercising remedies or terminating, canceling, modifying, or surrendering the Ground Lease, and that Tenant is not, as of the date of the Tenant Estoppel, entitled to terminate, cancel, modify, or surrender the Ground Lease, and (ix) as to such other matters related to this Ground Lease as such Leasehold Lender may reasonably determine from time to time.

(c) Upon Leasehold Lender's or Tenant's written request, Landlord shall enter into a non-disturbance agreement with Leasehold Lender or its designee, in the form attached hereto as Exhibit 5 (a "Non-Disturbance Agreement").

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

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

Ground Lease.

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

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

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

23.17 No Waiver. Neither acceptance of Rent by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant, whether singular or repetitive, shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right pertaining to any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. No act or thing done by Landlord or Landlord's agents shall be deemed to be acceptance of surrender of the Project Site and no agreement to accept a surrender of the Project Site shall be valid unless it is in writing and signed by Landlord.

24. Miscellaneous.

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

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

24.3 Surviving Covenants. Each provision of this Ground Lease which may require



performance in any respect by or on behalf of either the Tenant or the Landlord after the expiration of the term hereof or its earlier termination shall survive such expiration or earlier termination.

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

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

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

24.7 Governing Law; Severability. This Ground Lease shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Ground Lease or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remaining provisions of this Ground Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

24.8 Counterparts. This Ground Lease may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute but a single document. The Parties agree that the delivery of this Ground Lease may be effected by means of an exchange of facsimile or emailed signatures with original copies to follow by mail or courier service.

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

24.10 Gender of Words. Words of any gender in this Ground Lease shall be held to

include masculine or feminine and words denoting a singular number shall be held to include the plural, and plural shall include the singular, whenever the sense requires.

24.11 Authority. Each the Landlord and Tenant represents and warrants that it has the authority to enter into this Ground Lease, that, when executed, this Ground Lease shall be binding and enforceable in accordance with its terms. On the Ground Lease Commencement Date, (a) the Tenant shall deliver to the Landlord a resolution in the form attached hereto as Exhibit 3, evidencing its authority to execute and perform under this Ground Lease and (b) the Landlord shall deliver to the Tenant a resolution in the form attached hereto as Exhibit 4, evidencing its authority to execute and perform under this Ground Lease.

24.12 Brokers and/or Real Estate Agents. The Landlord and the Tenant represent, acknowledge and agree that Tenant and Landlord each is not represented by any real estate broker/agent and that each of Tenant and Landlord is not responsible for payment of any other commissions to any real estate brokers/agents in connection with this Ground Lease.

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

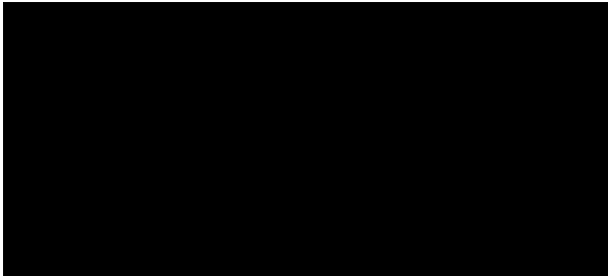
24.14 Settlement Funds. Landlord and Tenant agree that any claims, which may exist for damage to the Project Site, exclusive of any improvements of the Tenant, shall be reserved to the sole benefit of the Landlord. Similar claims that may exist for damage to Tenant improvements and/or operations shall be reserved to the sole benefit of Tenant.

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

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

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

**LANDLORD:**



\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
**NOTARY PUBLIC**

**TENANT:**

**VENTURE GLOBAL CALCASIEU PASS,  
LLC**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
**NOTARY PUBLIC**

LIST OF EXHIBITS

- Exhibit 1-A Legal Description of Project Site
- Exhibit 1-B Project Site Survey
- Exhibit 2-A Project and Facility Description
- Exhibit 2-B General Arrangement/Schematic of Facility
- Exhibit 3 Tenant's Resolution
- Exhibit 4 Landlord's Resolution
- Exhibit 5 Form of Non-Disturbance Agreement

EXHIBIT 1-A

LEGAL DESCRIPTION OF THE PROJECT SITE

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE, OFFSET 59.94 FEET S.00°36'56"E. OF TRUE POSITION; THENCE N.00°36'56"E, A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 1,119.26 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER TRANSITE PIPE; THENCE N.00°36'56"E., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.05 FEET S.00°36'56"W. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 668.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 49.96 FEET S.01°12'05"W. OF TRUE POSITION; THENCE S.01°12'05"W., A DISTANCE OF 722.21 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER IRON PIPE; THENCE S.01°17'48"W., A DISTANCE OF 160.02 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.32°00'12"E., A DISTANCE OF 170.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°20'36"E., A DISTANCE OF 950.02 FEET TO A POINT BEING MARKED BY A FOUND 2" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 384.49 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED

BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 12.23 FEET TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 1,158.58 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 9,952,202.34 SQUARE FEET OR 228.4711 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST & SECTIONS 4 & 5, TOWNSHIP 15 SOUTH, RANGE 9 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "C" ON THE HERE TO ATTACHED PLAT.

**EXHIBIT 1-B**

**SURVEY MAP OF PROJECT SITE**

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

**EXHIBIT 2-A**

**PROJECT AND FACILITY DESCRIPTION**

[To be provided by the Tenant Prior to the Ground Lease Commencement Date.]



**EXHIBIT 2-B**

**GENERAL ARRANGEMENT/SCHEMATIC OF FACILITY**

[To be provided by the Tenant Prior to the Ground Lease Commencement Date.]

**EXHIBIT 3**

**TENANT'S RESOLUTION**

**EXHIBIT 4**

**LANDLORD'S RESOLUTION**

**EXHIBIT 5**

**FORM OF NON-DISTURBANCE AGREEMENT**

WHEN RECORDED RETURN TO:

[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

**FORM OF RECOGNITION AND NON-DISTURBANCE AGREEMENT**

This Recognition and Non-Disturbance Agreement (this "Agreement") is made as of this [\_\_\_\_\_] day of [\_\_\_\_\_] 20[\_\_\_], by and among [REDACTED] ("Landlord"), for the benefit of [\_\_\_\_\_] as Collateral Agent for the Secured Creditors (as defined below) (in such capacity and together with any successor thereto, the "Collateral Agent") and is acknowledged and agreed by VENTURE GLOBAL CALCASIEU PASS, LLC, a Delaware limited liability company ("Tenant").

**RECITALS**

A. Landlord is the owner of certain immovable (real) property including improved and unimproved lands and certain water and surface and subsurface rights situated in Cameron Parish, Louisiana and more particularly described on Exhibit A hereto (the "Project Site").

B. Landlord, as lessor, and Tenant, as lessee, are parties to that certain Ground Lease Agreement, dated as of [\_\_\_\_\_] 20[\_\_\_] (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Ground Lease").

C. Tenant is owns, operates and maintains a natural gas liquefaction facility, and all of the improvements, fixtures, and equipment constituting such facility (the "Facility").

D. In connection with the financing of the development, construction, and operation of the Facility (the "Financing"), Tenant will enter into one or more agreements with Collateral Agent and various financial institutions therein named from time to time as secured parties and agents acting for the secured parties (such agreements together with any other agreements with financial institutions (and their agents) who may provide senior secured indebtedness (including any hedging arrangements) to Tenant, the "Financing Documents" and such financial institutions and agents acting for the financial institutions, the "Secured Parties") pursuant to which the Secured Parties will make certain loans and provide certain other financial accommodations to Tenant.

E. Pursuant to the Financing Documents, Collateral Agent has or will acquire, on behalf of the Secured Parties, among other things, a first lien security interest in and lien upon Tenant's interest in the Facility.

F. Collateral Agent requires that Landlord enter into this Agreement as a condition precedent to the consummation of the transactions contemplated by the Financing Documents. Landlord is entering into this Agreement in accordance with Section 23.11(c) of the Ground Lease.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby represents, warrants, and agrees in favor of Collateral Agent as follows:

### AGREEMENT

1. At the request of Tenant and to allow for the Financing, Landlord acknowledges, agrees, and confirms that Landlord has affirmatively released, disclaimed, and waived any and all security interests and liens, whether arising at common law, by statute, or under any provision of the Ground Lease) it may have (presently or in the future) in and to any and all goods, wares, equipment, fixtures, furniture, component parts or other constructions, improvements, and other property of Tenant, real and personal, presently or hereafter located on the Project Site, including without limitation the Facility (all of the foregoing, the "Facility Assets"), and notwithstanding the degree to which any of the same are or may be attached to the Project Site. To fully confirm such release and waiver, Landlord hereby conveys to Tenant all right, title, and interest in and to the Facility Assets.

2. Landlord acknowledges and agrees that (a) among other things, all of Tenant's right, title, and interest in and to the Facility Assets will be pledged to the Collateral Agent and the Secured Parties as security in connection with the Financing and (b) the Collateral Agent shall have the right to remove or cause the removal of the Facility Assets, in whole or in part, from the Project Site at any time and from time to time until the 180<sup>th</sup> day following termination or expiration of the Ground Lease (the period ending such 180<sup>th</sup> day being hereinafter referred to as the "Initial Removal Period"), whether or not in connection with Collateral Agent's or the Secured Parties' exercise of any rights or remedies with respect to such security and whether or not a default exists under the Financing Documents or the Ground Lease; provided, that if such removal cannot reasonably be accomplished within the Initial Removal Period, Collateral Agent shall have up to 915 additional days (i.e., together with the Initial Removal Period, a total of 1,095 days) to accomplish such removal (such additional period being hereinafter referred to as the "Extended Removal Period" and, the Initial Removal Period together with the Extended Removal Period, if so extended, being referred to as the "Removal Period"), so long as Collateral Agent shall have commenced, during the Initial Removal Period, efforts to effectuate such removal and diligently pursue the same. Landlord further agrees that Landlord will not hinder the Collateral Agent's actions in removing the Facility Assets from the Project Site or the Collateral Agent's actions in otherwise enforcing its security interest in the Facility Assets. Landlord acknowledges and agrees that the Collateral Agent shall have no obligation to remove the Facility Assets from the Project Site.

3. Landlord acknowledges and agrees that neither (a) the granting of the first priority security interests, liens, and encumbrances in and to the Facility and the Facility Assets from time to time in favor of the Collateral Agent, (b) the collateral assignment by Tenant to Collateral Agent of the Ground Lease and all of Tenant's rights and interests thereunder (all of the items described in the immediately preceding clauses (a) and (b), collectively, and together with any other

collateral provided under the Financing Documents, the “Collateral”), nor (c) the foreclosure or other realization in any form by Collateral Agent upon the Collateral, shall alone constitute a default under the Ground Lease or permit Landlord to terminate or suspend or otherwise limit Tenant’s rights or benefits under the Ground Lease or re-enter or repossess the Project Site or the improvements thereon or otherwise be the basis for the exercise of any right or remedy by Landlord. Landlord hereby expressly consents to the granting of any such security interests, liens, and encumbrances in and to, and the collateral assignment of, the Collateral to Collateral Agent.

4. In the event of a default by Tenant under the Ground Lease and prior to any termination of the Ground Lease by Landlord, Landlord acknowledges and agrees that Landlord shall provide Collateral Agent with notice of the same and Collateral Agent shall have the right (but not the obligation) to commence to cure such default within the same period of time as Tenant has under the Ground Lease, plus an additional sixty (60) days. Landlord agrees that Landlord shall not terminate this Ground Lease in connection with any such default so long as Collateral Agent has cured or commenced to cure and continues diligently to cure in accordance with the foregoing.

5. Landlord will not amend, modify, cancel or terminate the Ground Lease without Collateral Agent’s prior written consent, and any such action taken without Collateral Agent’s consent shall not be binding on Tenant or Landlord or their respective successors and assigns (and this Ground Lease shall be interpreted as if such action was not taken); provided, that if Tenant is in default beyond the applicable notice and cure periods under the Ground Lease and Collateral Agent fails to act under Section 6 hereof within the applicable time periods set forth in Section 4, then Collateral Agent’s prior written consent shall not be required for Landlord to exercise any right to terminate this Ground Lease that Landlord may have under Section 15 of the Ground Lease.

6. Landlord shall simultaneously deliver to Collateral Agent copies of all notices, statements, information and communications delivered or required to be delivered to Tenant pursuant to the Ground Lease, including, without limitation, any notice of default by Tenant. In addition, Landlord shall promptly notify Collateral Agent in writing of any failure by Tenant to perform any of Tenant’s obligations under the Ground Lease. No notice, statement, information, or communication given by Landlord to Tenant shall be binding or affect Tenant or Collateral Agent or their respective successors and assigns unless a copy of the same shall have simultaneously been delivered to Collateral Agent in accordance herewith. All notice to Collateral Agent shall be addressed to Collateral Agent at the address set forth on the Collateral Agent’s signature page to this Agreement, and shall be delivered in a manner permitted under (and shall be deemed delivered in accordance with) Section 10. Notwithstanding anything to the contrary herein or in the Ground Lease, Landlord shall not exercise any remedies related to Tenant’s default under the Ground Lease until (a) Landlord has delivered notice of such default to Collateral Agent pursuant to this Section 6 and (b) all applicable cure commencement periods following the delivery of such notice have expired.

7. Landlord hereby covenants and agrees that in the event that the Ground Lease is terminated for any reason, or in the event the Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor’s rights, upon Collateral Agent’s request, Collateral Agent shall have the applicable rights and obligations as provided in Sections 23.9 and 23.10 of the Ground Lease.

8. Landlord agrees that neither Collateral Agent nor any of the Secured Parties shall be liable for the performance or observation of any of the representations, warranties, terms, obligations, or duties of Tenant under the Ground Lease.

9. Landlord and Tenant hereby represent and warrant to the each other and to the Collateral Agent that:

(a) the execution, delivery, and performance by such party of this Agreement has been duly authorized by all necessary governmental action, and does not and will not require any further consents or approvals which have not been obtained, or violate any provisions of any law, regulation, order, judgment, injunction, or similar matters or breach any agreement presently in effect with respect to or binding on such party; and

(b) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms except as enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights generally or by general principles of equity, including the possible unavailability of specific performance or injunctive relief, regardless of whether such enforceability is considered in proceeding in equity or at law, or by principles of public policy.

10. (a) All notices, demands, and requests which may or are required to be given hereunder shall be in writing, delivered by personal service, overnight courier, or shall be sent by facsimile or United States registered or certified mail, return receipt and signature requested, postage prepaid, to the parties at the addresses set forth on the signature pages hereto or to such other numbers and addresses as any party may from time to time designate by written notice to the other parties hereto at least fifteen (15) days in advance of the effective date stated therein.

(b) Notices, demands, and requests which may or shall be served in accordance with this Section 10 shall be deemed sufficiently served or given for all purposes hereunder at the earlier of (i) the time such notice, demand, or request shall be received by the addressee or (ii) four (4) days after posting via United States registered or certified mail, return receipt and signature requested, postage prepaid.

11. This Agreement shall be binding upon and benefit the successors, transferees, and assigns of Landlord (including, without limitation, any successor owner of the property described in the Ground Lease), Tenant, Collateral Agent (including, without limitation, any entity that refinances all or any portion of the indebtedness outstanding under the Financing), provided the other parties receive the name and address (in the United States) of such entity in accordance with Section 10. Landlord shall disclose the terms and conditions of this Agreement to any purchaser or successor to Landlord's interest in the Project Site. Each of the parties hereto consent and agree to the recording of this Agreement in the appropriate public records. Notwithstanding that the provisions of this Agreement are self-executing, Landlord agrees to confirm such continuing obligation in writing upon the reasonable request of Tenant or Collateral Agent or any of their respective successors, transferees, or assigns. No termination, amendment, variation, or waiver of, or supplement to any provision of this Agreement shall be effective unless in writing and signed by Landlord, Tenant, and the Collateral Agent.

12. This Agreement shall terminate upon the receipt by Landlord of written certification from the Collateral Agent that the Financing has been paid in full and all of the

obligations under the Financing Documents related thereto have been satisfied. Upon the occurrence of the event described in the preceding sentence, this Agreement shall be deemed terminated with respect to the Ground Lease, and Landlord, Tenant, and Collateral Agent shall be released, relieved, and discharged from any obligation or liability hereunder with respect to the Ground Lease other than any obligation or liability accruing prior to the termination of this Agreement, other than the obligation to execute a recordable form of release of this Agreement and the Financing Documents.

13. Landlord agrees to execute, acknowledge, and deliver such further instruments and documents as Collateral Agent may reasonably request and as are reasonably necessary to allow for proper recording of this Agreement or to otherwise accomplish the purposes of this Agreement, including without limitation authorizing all such filings as may be requested to validly release or to properly evidence Landlord's release of any liens in and to the Facility Assets. Upon termination of this Agreement, Collateral Agent will execute and file of record such instruments as are required to evidence the termination of this Agreement and the other Financing Documents. The provisions of this Section 12 will survive expiration or termination of this Agreement.

14. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter covered hereby and supersedes any and all prior negotiations, representations, agreements, or understandings related hereto. This Agreement supersedes any provision of the Ground Lease that is expressly inconsistent with the terms hereof.

15. This Agreement may be executed by the parties hereto (a) in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument and (b) via facsimile or electronic transmission with the facsimile or electronic signature of any party on this instrument or a counterpart hereof being considered valid, binding, and effective for all purposes.

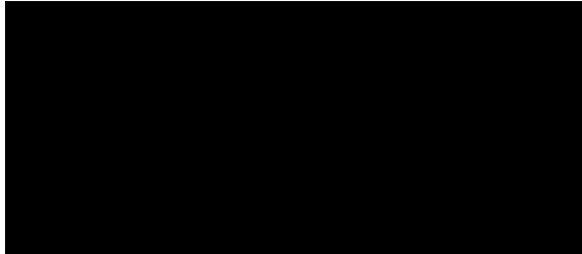
16. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Louisiana.

[SIGNATURES FOLLOW ON NEXT PAGE]



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

**LANDLORD:**



\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
**NOTARY PUBLIC**

**TENANT:**

**VENTURE GLOBAL CALCASIEU PASS, LLC**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
**NOTARY PUBLIC**

**COLLATERAL AGENT:**

[ \_\_\_\_\_ ]

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
**NOTARY PUBLIC**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE, OFFSET 59.94 FEET S.00°36'56"E. OF TRUE POSITION; THENCE N.00°36'56"E, A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 1,119.26 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER TRANSITE PIPE; THENCE N.00°36'56"E., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.05 FEET S.00°36'56"W. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 668.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 49.96 FEET S.01°12'05"W. OF TRUE POSITION; THENCE S.01°12'05"W., A DISTANCE OF 722.21 FEET TO A POINT BEING MARKED BY A FOUND 4" DIAMETER IRON PIPE; THENCE S.01°17'48"W., A DISTANCE OF 160.02 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.32°00'12"E., A DISTANCE OF 170.32 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.89°20'36"E., A DISTANCE OF 950.02 FEET TO A POINT BEING MARKED BY A FOUND 2" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.01°26'04"W., A DISTANCE OF 1,126.85 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 384.49 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.81°00'02"W., A DISTANCE OF 637.07 FEET TO A POINT, ALONG THE NORTH LINE OF LAND CLAIMED BY THE STATE OF LOUISIANA, BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 12.23 FEET

TO A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°34'10"E., A DISTANCE OF 1,158.58 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 9,952,202.34 SQUARE FEET OR 228.4711 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST & SECTIONS 4 & 5, TOWNSHIP 15 SOUTH, RANGE 9 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "C" ON THE HERE TO ATTACHED PLAT.

**REAL ESTATE LEASE OPTION AGREEMENT**

**(351 ACRES)**

BE IT KNOWN that on October 16, 2015 (the "Effective Date"), before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County/Parish, and in the presence of the undersigned competent witnesses personally came and appeared:

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

and

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

who hereinafter collectively declare that:

WITNESSETH:

WHEREAS, the LANDLORD is an owner of all right, title and interest in those certain tracts of land in Cameron Parish, Louisiana, on the east side of the Calcasieu Ship Channel, located in (a) Sections 36 and 37, Township 15 South, Range 10 West, consisting of approximately thirteen (13) acres (the "13 Acre Tract") (b) Sections 6 and 7, Township 15 South, Range 9 West, consisting of approximately sixteen (16) acres (the "16 Acre Tract"), and (c) Section 5, 6, and 7, Township 15 South, Range 9 West, consisting of approximately three hundred twenty-one (321) acres (the "321 Acre Tract");

WHEREAS, the 13 Acre Tract, the 16 Acre Tract, and the 321 Acre Tract are more particularly described in the legal description attached hereto as Exhibit A (collectively referred to herein as the "Project Site");

WHEREAS, the PROJECT COMPANY desires to evaluate the Project Site for the development, financing, construction, ownership, operation and maintenance of certain facilities

permitted by law, currently anticipated to be related to the import and/or export of liquefied natural gas (“LNG”), including marine terminals, LNG storage, gas liquefaction and regasification, pipelines and easements, marine construction, maintenance and repair, all ancillary facilities reasonably associated therewith, including berms, construction laydown areas, and parking and administration areas, and all ancillary activities reasonably associated therewith, including landscaping and modifying and/or constructing access roads to other properties under the control of the PROJECT COMPANY (collectively, the “Facility”);

WHEREAS, the PROJECT COMPANY and the LANDLORD are parties to that certain Amended and Restated Real Estate Lease Option Agreement (203 Acres), dated as of November 20, 2014 (the “First Option Agreement”), pursuant to which the LANDLORD granted the PROJECT COMPANY the right to lease a tract of land that is approximately two hundred three (203) acres (the “First Additional Parcel”) pursuant to the terms thereof; and

WHEREAS, the PROJECT COMPANY and the LANDLORD are parties to that certain Real Estate Lease Option Agreement (61 Acres), dated as of May 19, 2015 (the “Second Option Agreement”), pursuant to which the LANDLORD granted the PROJECT COMPANY the right to lease a tract of land that is approximately sixty-one (61) acres (the “Second Additional Parcel”) and, together with the First Additional Parcel, the “Additional Parcels”) pursuant to the terms thereof; and

WHEREAS, on terms and conditions acceptable to the LANDLORD, the LANDLORD has agreed to enter into this Real Estate Lease Option Agreement (this “Option Agreement”) to give the PROJECT COMPANY the opportunity to assess the Project Site for purposes of developing, financing, constructing, owning, operating and maintaining the Facility, and any other facilities related to the operations of the PROJECT COMPANY as described above (collectively, the “Project”).

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

#### AGREEMENT

1. PARTIES AND EFFECTIVENESS. This Option Agreement is between the

LANDLORD and the PROJECT COMPANY, and shall be effective for all purposes as of the Effective Date on the terms and conditions hereinafter set forth, to-wit:

2. IRREVOCABLE AND EXCLUSIVE OPTION TO LEASE.

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

B. As consideration for the Option, the PROJECT COMPANY shall make an option payment to the LANDLORD in an amount equal to [REDACTED] (the “Initial Option Payment”) within fifteen (15) days of the Effective Date. The Option is hereby granted to the PROJECT COMPANY for a period of [REDACTED] from the Effective Date (the “Initial Option Period”).

C. The Initial Option Period shall be subject to an extension for up to an additional [REDACTED] (the “First Extended Option Period”) for any reason that the PROJECT COMPANY deems necessary in its sole discretion. The right to extend the Initial Option Period for the First Extended Option Period may be exercised by the PROJECT COMPANY in its sole discretion in accordance with Section 4 below. If the PROJECT COMPANY exercises its right to extend the Initial Option Period, then the PROJECT COMPANY will make a payment to the LANDLORD in the amount equal to [REDACTED] (an “Additional Option Payment,”) within fifteen (15) calendar days after exercising such right in accordance with Section 4 below.

D. The First Extended Option Period shall be subject to an extension for up to an additional [REDACTED] (the “Second Extended Option Period,” together with the Initial Option Period and the First Extended Option Period, the “Option Period”) for any reason that the PROJECT COMPANY deems necessary in its sole discretion. The right to extend the First Extended Option Period for the Second Extended Option Period may be exercised by the PROJECT COMPANY in its sole discretion in accordance with Section 4 below. If the

PROJECT COMPANY exercises its right to extend the First Extended Option Period, then the PROJECT COMPANY will make a payment to the LANDLORD in an amount equal to [REDACTED] (the “Second Additional Option Payment,” and, collectively with the Initial Option Payment and the Additional Option Payment, the “Option Payments”) within fifteen (15) calendar days after exercising such right in accordance with Section 4 below.

E. In order to exercise the Option to lease the Project Site, the PROJECT COMPANY shall give written notice to the LANDLORD of its intention to lease the Project Site in accordance with the provisions of Section 4 herein. If the PROJECT COMPANY fails to timely exercise the Option during any Option Period, no further payments shall be due by the PROJECT COMPANY and this Option Agreement shall be terminated and be of no further force or effect. If the PROJECT COMPANY timely exercises the Option, the parties shall close the transaction contemplated by this Option Agreement by executing and delivering the Ground Lease (the “Closing”) on or before the date that is fifteen (15) days after the exercise of the Option (the date of the execution of the Ground Lease is hereinafter referred to as the “Closing Date”), as such time period may be extended pursuant to Section 7A. All Option Payments made by the PROJECT COMPANY under this Option Agreement shall be considered consideration for the Option to enter into the Ground Lease, but shall not be deemed or considered rent, rental, or used as a credit against any rent or other amount owing under the Ground Lease.

3. CONTIGUITY OF PARCELS.

A. The 321 Acre Tract is intended to be contiguous with (i) the 16 Acre Tract and (ii) the approximately two hundred twenty-eight (228) acres of real property situated in Sections 36 and 37, Township 15 South, Range 10 West and Sections 4 and 5, Township 15 South, Range 9 West, Cameron Parish, Louisiana, currently owned by [REDACTED] (the “228 Acre Tract”). The LANDLORD warrants that the 321 Acre Tract, the 16 Acre Tract, and the 228 Acre Tract are contiguous and continuous and not interrupted by any breaks or breaches.

B. The 13 Acre Tract is intended to be contiguous with the 228 Acre Tract. The LANDLORD warrants that the 13 Acre Tract and the 228 Acre Tract are contiguous and continuous and not interrupted by any breaks or breaches.



4. EXERCISE OF OPTION/EXTENDED OPTION PERIOD.

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

B. The LANDLORD and the PROJECT COMPANY acknowledge and agree that if the PROJECT COMPANY exercises the Option to lease the Project Site in accordance with this Section 4 and the PROJECT COMPANY exercises the option to lease any of the Additional Parcels in accordance with the terms and conditions of the First Option Agreement or the Second Option Agreement, as applicable, at the PROJECT COMPANY's option, the Ground Lease executed by the LANDLORD and the PROJECT COMPANY shall include both the Project Site and any such Additional Parcels.

5. CONSIDERATION FOR THE LEASE OF PROJECT SITE. If the PROJECT COMPANY meets all required conditions and timely exercises the Option to lease the Project Site, the LANDLORD shall comply with all terms and conditions of this Option Agreement as hereinafter set forth to lease the Project Site to the PROJECT COMPANY on the Closing Date for the consideration as stated in the Ground Lease (as herein attached as Annex A) and in

accordance with the provisions of this Option Agreement and the Ground Lease. To the extent the terms of this Option Agreement conflict with the provisions of the Ground Lease, on and after the Closing Date, the provisions of the Ground Lease shall control.

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

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

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

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

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

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

D. After the Effective Date and until the Closing Date, unless the PROJECT COMPANY agrees in writing otherwise, the LANDLORD and its employees, contractors and agents (i) shall maintain the Project Site in the same condition as it was on the Effective Date, reasonable wear and tear excepted, and otherwise operate and maintain the Project Site in the same manner as before the making of this Option Agreement (which has traditionally been limited to bush hogging the Project Site once or twice a year, in the LANDLORD’s discretion), (ii) shall not take any action and shall not cause any third party to take any action that would materially alter or affect the condition of the Project Site, including but not limited by causing a casualty or introducing, releasing, storing or exacerbating any Hazardous Substances upon, around or under any portion of the Project Site or into the ground water beneath or adjacent to the Project Site or the Calcasieu Ship Channel, and (iii) shall comply with any notices of legal

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

E. A portion of the Project Site is currently traversed by Davis Road. The LANDLORD and the PROJECT COMPANY agree to use all reasonable best efforts with Cameron Parish Police Jury and any other state or local regulatory authority to cause the termination or relocation of Davis Road south of the Project Site, on terms and conditions acceptable to the PROJECT COMPANY in its sole discretion. In doing so, the LANDLORD shall retain the Project Site's access to a public road, allowing construction and operation of the Project without additional easements, right-of-ways or improvements required at the expense of the PROJECT COMPANY. The LANDLORD and the PROJECT COMPANY shall not be required hereunder to incur any cost or expense for the engineering, contracting, construction, etc., for the termination or relocation of Davis Road. With respect to the foregoing, the Parties acknowledge and agree that the LANDLORD has no authority or control over the public bodies or governmental agencies with

jurisdiction over the termination, removal or relocation of Davis Road.

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

A. Verification of Title and Survey.

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

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

improvements, servitudes, highways, pipeline, utility and other rights-of-way, flood zone classifications and other matters affecting or abutting the Project Site, and shall be in a form sufficient to induce the Title Company to delete all standard and printed exceptions contained in the Title Commitment. A copy of any such Survey obtained by the PROJECT COMPANY shall be provided to the LANDLORD at no cost to the LANDLORD.

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

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

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

(v) For purposes of clarification, if the Survey reflects encroachments, non-contiguity, overlaps, strips, gaps, rights-of-way or other encumbrances or interests on or in the Project Site, not appearing in the mortgage or conveyance records of Cameron Parish, or if the Project Site consists of two or more parcels which are not contiguous along the entire length of their common boundary, or if the 13 Acre Tract or the 321 Acre Tract are not contiguous with the 228 Acre Tract, or the 16 Acre Tract is not contiguous with the 321 Acre Tract, such defects may also be raised as a Title Objection as described in Section 7A(iv) above.

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



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

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

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

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

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

undertaking or other instrument or document to which the LANDLORD is a party or by which the LANDLORD is bound or to which the LANDLORD or any portion of the Project Site is subject.

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

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

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

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

(viii) The LANDLORD has not entered into any agreement, commitments or

arrangements concerning the Project Site, or development thereof with any persons, including, but not limited to, governmental entities or agencies, councils, boards or other entities, adjoining landowners, utility companies, agencies, entities or persons other than the PROJECT COMPANY.

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

(x) To the LANDLORD's Knowledge, the LANDLORD has not manufactured, stored, released or located any Hazardous Substances upon, around or under any portion of the Project Site or into any ground water beneath or adjacent to the Project Site or into the Calcasieu Ship Channel, and the LANDLORD has received no warning notice, violation notice, complaint (judicial or administrative) or any other formal or informal notice alleging that the Project Site is not in compliance with any statute, ordinance, rule or regulation pertaining to Hazardous Substances. Except as disclosed by any reports provided to the PROJECT COMPANY pursuant to Section 6B of this Option Agreement, to the LANDLORD's actual Knowledge (a) no Hazardous Substances have been manufactured, stored, released or located upon or under any portion of the Project Site or into any ground water beneath or adjacent to the Project site or into the Calcasieu Ship Channel, (b) the Project Site has never been used to treat, store, release or dispose of waste materials or Hazardous Substances; (c) there has not been and is no leaching or drainage of waste materials or Hazardous Substances, into the ground water beneath or adjacent to the Project Site or into the Calcasieu Ship Channel; and (d) there have not been and are not buried or semi-buried or otherwise placed tanks, storage vessels, drums or containers of any kind located on the Project Site. Project Company acknowledges that the property subject to this option was subject to one or more oil, gas and mineral leases. LANDLORD has no actual knowledge of the activities performed by such oil, gas and mineral Lessees.

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

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

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

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

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

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

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

further consent of any person or entity is required in connection with the execution and delivery of, or performance by the PROJECT COMPANY of its obligations under this Option Agreement and the Ground Lease.

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

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

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

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

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

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

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

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

agrees that it shall pay any real estate commission that may be due to [REDACTED] on each of the Option Payments made to the LANDLORD by the PROJECT COMPANY under this Option Agreement, such payments to be made as and when such payments are made to the LANDLORD hereunder. On and after Closing, the PROJECT COMPANY agrees that it shall pay any real estate commission that may be owed to [REDACTED] on each of the lease payments made to the LANDLORD by the PROJECT COMPANY for the term of the Ground Lease. Except as set forth above, neither the LANDLORD nor the PROJECT COMPANY has any Knowledge of any other brokerage, finder fee or similar commission in connection with the Option Agreement or Ground Lease related to the Project Site arising from its actions. The PROJECT COMPANY shall pay the cost of the Survey and the Leasehold Title Policy (and the Lender Title Policy, if the PROJECT COMPANY has requested one).

F. Closing Documents.

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

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

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

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

(e) exclusive possession of the Project Site.

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

(a) a certified copy of a resolution of the members or managers of the PROJECT COMPANY (as required by the operating agreement of the PROJECT COMPANY),

authorizing the execution of the Ground Lease, and all other documents contemplated by this Option Agreement and the Ground Lease;

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

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

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

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

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

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

(iv) There are no pending, threatened or existing moratoriums or governmental regulations, statutes, proceedings or actions pending, threatened or existing against the LANDLORD, the Project or the Project Site before any court or governmental agency or authority that would prohibit or inhibit the PROJECT COMPANY from obtaining any governmental approval or utility service, or which would otherwise prevent, prohibit, delay or



inhibit the construction, development and operation of the Project.

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

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

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

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

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

Payment or (ii) the PROJECT COMPANY may, at its option and for no additional consideration, extend for up to three hundred sixty-five (365) days the Closing or for such period as is reasonably necessary for the LANDLORD to cure such default and to satisfy all of the conditions precedent to the PROJECT COMPANY's obligation to close (in which case the PROJECT COMPANY and the LANDLORD shall continue to have all of the rights and obligations set forth in this Option Agreement until the Closing).

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

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

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

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

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

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

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

If to the PROJECT COMPANY:

Venture Global Calcasieu Pass, LLC  
c/o Venture Global LNG, Inc.  
2200 Pennsylvania Avenue, NW  
Suite 600 West  
Washington, DC 20037  
Attention: Paul Dillbeck, General Counsel  
Telephone: (202) 759-6736  
Email: pdillbeck@venturegloballng.com

With a copy to:

Rick J. Norman  
Norman Business Law Center

Telephone: (337) 436-7787  
Email: rnorman@normanblc.com

If to the LANDLORD:

[REDACTED]

With a Copy to:

[REDACTED]

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

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

doubt, this is in addition to any rights for the return of the Option Payments that the PROJECT COMPANY may have under Sections 7G and 7H.

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

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

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

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

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

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

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

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

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

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

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

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

washouts, or explosions affecting the Project Site, (ii) weather related events affecting an entire geographic region; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections, civil disturbance or wars; provided that the settlement of strikes, lockouts or other industrial disturbances that affect the Project Site shall be within the sole discretion of the party claiming such suspension; or (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation or policy having the effect of law promulgated by a governmental authority having jurisdiction, or that restrict the PROJECT COMPANY's ability to construct the Project or any delay in issuance or effectiveness of any governmental approval that has been properly applied for by the PROJECT COMPANY that is required to construct the Project.

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

22. MUTUAL INDEMNITY.

A. With respect to any of the PROJECT COMPANY's Project Site Activities prior to the Closing Date under Section 6A above, the PROJECT COMPANY releases the LANDLORD, its officers, representatives, employees, agents, successors and assigns (individually and collectively, the "Landlord Indemnitee") from, assumes any and all liability for, and agrees to indemnify the Landlord Indemnitee against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges, and expenses (including, without limitation, reasonable



attorney's fees, engineers' fees, architects' fees, and the costs and expenses of appellate action, if any), imposed on, incurred by or asserted against any Landlord Indemnitee arising out of such Project Site Activities by the PROJECT COMPANY, its officers, representatives, agents, consultants and employees permitted hereunder, including for workman's compensation, injury or death that may be suffered by such personnel as set forth above; provided, however, that any such claim, liability, obligation, damage or penalty arising as a result of the negligence or willful misconduct of any Landlord Indemnitee shall be excluded from this indemnity.

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

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

EXECUTION VERSION

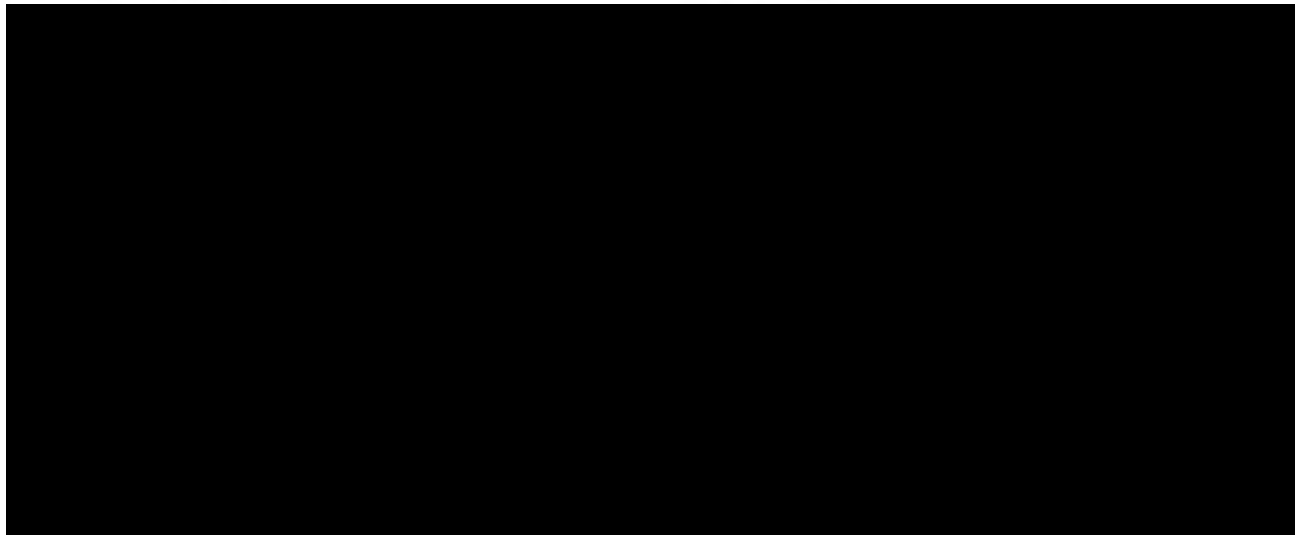
*[Signatures on Following Pages]*

EXECUTION VERSION

THUS DONE AND SIGNED by the LANDLORD at Lake Charles,  
La., in the presence of the undersigned competent witnesses and me, Notary, on  
the Effective Date.

WITNESSES:

LANDLORD:



My Commission expires: life Notary Public  
Alan McCall  
BAR No. 14191

THUS DONE AND SIGNED by the PROJECT COMPANY at Washington, D.C., in the presence of the undersigned competent witnesses and me, Notary, on the Effective Date.

WITNESSES:

PROJECT COMPANY:

M O'Neill  
Printed Name: Morgan O'Neill

VENTURE GLOBAL CALCASIEU PASS, LLC

By: Graham McArthur

Name: Graham McArthur

Title: Chief Financial Officer & Treasurer

me Takagi  
Printed Name: Mary Elizabeth Takagi

BEFORE ME: Annette B. Thrasher  
Notary Public  
My Commission expires: 4/30/2020



My Commission Expires \_\_\_\_\_  
NOTARY PUBLIC  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME  
DISTRICT OF COLUMBIA: SS

DISTRICT OF COLUMBIA: SS  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 16 DAY OF October, 2015  
Annette B. Thrasher  
NOTARY PUBLIC  
My Commission Expires 4/30/2020

EXHBIT A

Legal Description the Project Site

**13 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A SET ONE AND A QUARTER INCH DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.35°37'17"E., A DISTANCE OF 367.98 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' N.89°82'56"E OF TRUE POSITION; SAID POINT BEING THE POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 42°39'13"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 632.78 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' S.00°38'57"E. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 402.91 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 1,119.26 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 569,028.55 SQUARE FEET OR 13.0631 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "D" ON THE HERE TO ATTACHED PLAT.

**16 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID

POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.72°05'45"W., A DISTANCE OF 1,018.37 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 94.75 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 6°32'27", AND CHORD OF N.20°24'44"E, 94.70 FEET; THENCE N.17°08'31"E., A DISTANCE OF 488.20 FEET ALONG SAID RIGHT-OF-LINE TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 230.84 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 20°59'39", AND CHORD OF N.06°38'41"E, 229.55 FEET; THENCE S.72°05'45"E., A DISTANCE OF 819.72 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 726,895.21 SQUARE FEET OR 16.6873 ACRES, IS SITUATED IN SECTIONS 6 & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST , CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "F2" ON THE HERE TO ATTACHED PLAT.

### **321 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.01°19'50"W., A DISTANCE OF 814.24 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°59'32"W., A DISTANCE OF 785.80 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°58'57"W., A DISTANCE OF 930.52 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'40"W., A

EXECUTION VERSION

DISTANCE OF 776.09 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°39'53"W., A DISTANCE OF 565.19 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'52"W., A DISTANCE OF 440.92 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°22'57"W., A DISTANCE OF 423.69 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°08'07"W., A DISTANCE OF 990.50 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°27'34"W., A DISTANCE OF 103.48 FEET TO A POINT ALONG THE GLO MEANDER LINE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.79°00'00"W., A DISTANCE OF 871.65 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°00'00"W., A DISTANCE OF 930.60 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°59'56"W., A DISTANCE OF 707.11 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°13'11"E., A DISTANCE OF 1,487.61 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY FOUND 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 376.34 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 2,230.00 FEET, A CENTRAL ANGLE OF 09°40'10", AND CHORD OF N.47°38'31"E, 375.89 FEET; THENCE N.42°48'26"E., A DISTANCE OF 542.03 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.42°32'07"E., A DISTANCE OF 731.72 FEET ALONG SAID RIGHT-OF-WAY TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 390.53 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 1,830.00 FEET, A CENTRAL ANGLE OF 12°13'18", AND CHORD OF N.36°25'18"E, 389.79 FEET; THENCE N.30°18'29"E., A DISTANCE OF 144.89 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT DISTANCE OF 95.98 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 06°37'32", AND CHORD OF N.26°59'43"E, 95.93 FEET; THENCE S.72°05'45"E., A DISTANCE OF 1,018.37 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 14,014,076.58 SQUARE FEET OR 321.7189 ACRES, IS SITUATED IN SECTIONS 5,6, & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST ,

EXECUTION VERSION

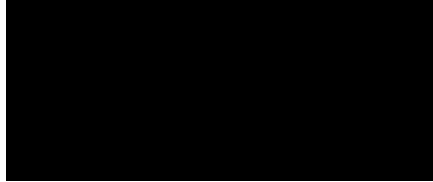
CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "E" ON THE HERE TO ATTACHED PLAT.



EXHIBIT B

Form of Option Period Extension Notice/Option Exercise Notice

[Date]



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

Dear Ladies and Gentlemen:

Reference is made to that certain Real Estate Lease Option Agreement dated as of \_\_\_\_\_, 201\_\_ (the “Option Agreement”) by and between Venture Global Calcasieu Pass, LLC, a Delaware limited liability company (“PROJECT COMPANY”), and \_\_\_\_\_ (the “LANDLORD”). All capitalized terms used in this letter shall have the meanings ascribed thereto in the Option Agreement.

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

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

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

Very truly yours,

Venture Global Calcasieu Pass, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc:

EXHIBIT C

Form of Memorandum

STATE OF LOUISIANA

PARISH OF CAMERON

MEMORANDUM OF REAL ESTATE LEASE OPTION  
(351 Acres)

This Memorandum of Real Estate Lease Option (the “Memorandum”) is made effective as of this \_\_\_\_ day of October, 2015, between [REDACTED] (“Optionor”), and Venture Global Calcasieu Pass, LLC, a Delaware limited liability company (“Optionee”), who agree as follows:

1. Optionor has granted to Optionee the option to lease the real property (“Property”) as more specifically described in Exhibit A, attached hereto.
2. The total term of the option, including the available extensions, is [REDACTED] commencing as of the date first written above. The lease that is the subject to the option contains rights in favor of Optionee to purchase the Property under certain circumstances.
3. The option that is the subject of this Memorandum is granted in accordance with a Real Estate Lease Option Agreement between Optionor and Optionee concerning the Property and effective October \_\_\_\_, 2015 (“Option Agreement”). This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Optionor and Optionee under the Option Agreement. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

*[Signatures on Following Pages]*

EXECUTION VERSION

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

**WITNESSES:**

**OPTIONEE:**

**Venture Global Calcasieu Pass, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Bar Roll/Notary Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXECUTION VERSION

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

**WITNESSES:**

**OPTIONOR:**

[REDACTED]

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
[REDACTED]

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Bar Roll/Notary Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT A  
(Memorandum of Real Estate Lease Option)

Legal Description of Property

**13 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A SET ONE AND A QUARTER INCH DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.35°37'17"E., A DISTANCE OF 367.98 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' N.89°82'56"E OF TRUE POSITION; SAID POINT BEING THE POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 42°39'13"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 632.78 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' S.00°38'57"E. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 402.91 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 1,119.26 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 569,028.55 SQUARE FEET OR 13.0631 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "D" ON THE HERE TO ATTACHED PLAT.

**16 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID

EXECUTION VERSION

POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.72°05'45"W., A DISTANCE OF 1,018.37 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 94.75 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 6°32'27", AND CHORD OF N.20°24'44"E, 94.70 FEET; THENCE N.17°08'31"E., A DISTANCE OF 488.20 FEET ALONG SAID RIGHT-OF-LINE TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 230.84 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 20°59'39", AND CHORD OF N.06°38'41"E, 229.55 FEET; THENCE S.72°05'45"E., A DISTANCE OF 819.72 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 726,895.21 SQUARE FEET OR 16.6873 ACRES, IS SITUATED IN SECTIONS 6 & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST , CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "F2" ON THE HERE TO ATTACHED PLAT.

**321 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.01°19'50"W., A DISTANCE OF 814.24 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°59'32"W., A DISTANCE OF 785.80 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°58'57"W., A DISTANCE OF 930.52 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'40"W., A DISTANCE OF 776.09 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH

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DIAMETER IRON PIPE; THENCE S.00°39'53"W., A DISTANCE OF 565.19 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'52"W., A DISTANCE OF 440.92 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°22'57"W., A DISTANCE OF 423.69 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°08'07"W., A DISTANCE OF 990.50 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°27'34"W., A DISTANCE OF 103.48 FEET TO A POINT ALONG THE GLO MEANDER LINE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.79°00'00"W., A DISTANCE OF 871.65 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°00'00"W., A DISTANCE OF 930.60 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°59'56"W., A DISTANCE OF 707.11 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°13'11"E., A DISTANCE OF 1,487.61 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY FOUND 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 376.34 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 2,230.00 FEET, A CENTRAL ANGLE OF 09°40'10", AND CHORD OF N.47°38'31"E, 375.89 FEET; THENCE N.42°48'26"E., A DISTANCE OF 542.03 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.42°32'07"E., A DISTANCE OF 731.72 FEET ALONG SAID RIGHT-OF-LINE TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 390.53 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 1,830.00 FEET, A CENTRAL ANGLE OF 12°13'18", AND CHORD OF N.36°25'18"E, 389.79 FEET; THENCE N.30°18'29"E., A DISTANCE OF 144.89 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT DISTANCE OF 95.98 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 06°37'32", AND CHORD OF N.26°59'43"E, 95.93 FEET; THENCE S.72°05'45"E., A DISTANCE OF 1,018.37 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 14,014,076.58 SQUARE FEET OR 321.7189 ACRES, IS SITUATED IN SECTIONS 5,6, & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST , CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "E" ON THE HERE TO ATTACHED PLAT.

ANNEX A

Form Ground Lease

STATE OF LOUISIANA  
PARISH OF CAMERON

GROUND LEASE AGREEMENT

(351 Acres)

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

WITNESSETH:

WHEREAS, the Landlord is the owner of certain immovable (real) property including improved and unimproved land and certain water and surface and subsurface land rights situated in Cameron Parish, Louisiana, which comprises approximately three hundred fifty-one (351) acres; and

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

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

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

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

1. Definitions.



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

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

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

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

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

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

“Business Day” means a day other than a Saturday, Sunday or any other day on which banking institutions in the state of New York are authorized or required by law to close.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Financing Parties” means the lenders, security holders, investors, export credit agencies, multilateral institutions, equity providers and others providing debt or equity financing or refinancing to, or on behalf of, the Tenant, or any Affiliate of the Tenant, for the development, construction, ownership, operation or maintenance of the Project or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing, including Leasehold Lenders.

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

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

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

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

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

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

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

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

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

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

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

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

“Landlord Estoppel” has the meaning set forth in Section 23.11(a).

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

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

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

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

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

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

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

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

“LNG” means liquefied natural gas.

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

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

“Non-Disturbance Agreement” has the meaning set forth in Section 23.11(c).

“Option Agreement” means the Real Estate Lease Option Agreement between the Landlord and the Tenant, dated as of \_\_\_\_\_, 2015.

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

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

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

“Project Site” means the real (immovable) property of approximately three hundred fifty-one (351) acres described in the legal description set forth in Exhibit 1-A, and illustrated by the Survey Map attached as Exhibit 1-B, including any waterway areas, upon which the Facility and other Improvements will be located and which real (immovable) property is owned by the Landlord.

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

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

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

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

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

“Survey Map” means the ALTA survey of the Project Site, dated \_\_\_\_\_, 20\_\_, last revised \_\_\_\_\_, 20\_\_, by Lonnie G. Harper & Associates, Inc., attached as Exhibit 1-B.

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

“Tenant Estoppel” has the meaning set forth in Section 23.11(b).

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

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

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

## 2. Ground Lease Premises.

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

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

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

## 3. Term

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

3.2 Extensions.

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

(b) The option to extend this Ground Lease of the Project Site as set forth in Section 3.2(a) must be exercised in each case, if at all, by written notice from the Tenant to the Landlord on or before the date that is three (3) months prior to the expiration of the Initial Term or then current Extended Term, as applicable. The failure of the Tenant to timely exercise the first Extended Term or any subsequent Extended Term shall automatically terminate the right of the Tenant to exercise its option to lease the Project Site in any subsequent Extended Term.

(c) All the terms and conditions of this Ground Lease shall be applicable to any Extended Term and the Rent payable by the Tenant for any Extended Term shall be in accordance with the provisions set forth in Article 4.

#### 4. Rent.

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

4.2 CPI Adjustment. If CPI Percentage Increase (as defined below) is more than fifteen percent (15%) for the relevant Adjustment Period, then the Rent payable during that

Adjustment Period shall be adjusted upward by a percentage equal to the CPI Percentage Increase (as defined below) applicable to such Adjustment Period, but not to exceed an adjustment during any Adjustment Period of greater than twenty percent (20%). The term “Consumer Price Index” shall mean the unadjusted Consumer Price Index for All Urban Workers, U.S. City Average, All Items, 1982-84=100, calculated and published by the United States Department of Labor, Bureau of Labor Statistics. The “CPI Percentage Increase” shall mean, with respect to any Adjustment Period, the percentage increase calculated by subtracting the average Consumer Price Index for the first month of the immediately preceding Adjustment Period from the average Consumer Price Index for the last month of the Adjustment Period, and dividing the positive difference, if any, by the average Consumer Price Index for the first month of the immediately preceding Adjustment Period, and multiplying this quotient (rounded to the nearest ten thousandth) by one hundred (100). If the average Consumer Price Index for the last month of the immediately preceding Adjustment Period is less than the average Consumer Price Index for the first month of the immediately preceding Adjustment Period, then the CPI Percentage Increase shall be zero percent (0%). For the avoidance of doubt, no CPI Adjustment shall be made to any payment due under this Ground Lease for any Adjustment Period if the result of such CPI Adjustment would be to (a) reduce the amount of such payment to an amount that is less than the amount of such payment due for the immediately preceding Adjustment Period or (b) to raise the amount of such payment to an amount that is greater than twenty percent (20%). For illustrative purposes only, if the average Consumer Price Index for the last month of the immediately preceding Adjustment Period was 200.0, and the average Consumer Price Index for the first month of the immediately preceding Adjustment Period was 175.0, then the CPI Percentage Increase would be 14.29% (i.e.,  $200.0 - 175.0 = 25.0 / 175.0 = 0.1429 \times 100 = 14.29\%$ ). Consequently, the minimum fifteen percent (15%) adjustment would apply. The CPI Percentage Increase for any Adjustment Period shall be calculated by the Tenant, and the Tenant shall deliver written notice to the Landlord describing such calculation in reasonable detail (a “CPI Notice”) no later than thirty (30) days after the commencement of any Adjustment Period. If the Landlord disagrees with the Tenant’s calculation of the CPI Percentage Increase, then the Landlord shall deliver to the Tenant written notice, describing the basis for such disagreement in reasonable detail (a “CPI Disagreement Notice”), not later than thirty (30) days after delivery of the CPI Notice. If the Landlord fails to deliver a CPI Disagreement Notice within thirty (30) days after delivery of any CPI Notice, then the Landlord shall be conclusively deemed to have agreed with the calculation of the CPI Percentage Increase set forth in such CPI Notice.

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

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



Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Routing No. \_\_\_\_\_

5. Net Lease; Taxes and Utility Expenses.

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

5.2 Taxes and Utility Expenses.

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

(b) The Tenant shall pay or cause to be paid when due any and all Property Taxes on or related to the Project Site during the term of this Ground Lease. The Landlord shall promptly provide all Property Tax bills when they become available. Upon the latter of (i) one (1) month after receipt of such Property Tax bill from the Landlord or (ii) the due date of any such Property Taxes, the Tenant shall provide the Landlord with reasonable written evidence from the Cameron Parish Tax Collector's Office of the payment of such taxes or provide notice of any election by the Tenant to contest the same in good faith, provided the Tenant has entered into appropriate deposit, bond, or obtained an order of a court of competent jurisdiction, or other steps to appropriately stay any lien or collection efforts in connection with such contest.

5.3 Utility Connections. The Tenant shall be responsible for obtaining, at its own cost, electricity, telephone, water, sewerage, gas, and other utility services to the Project Site; provided, however, the Landlord shall cooperate, and to the extent reasonably needed, facilitate the contracting of any easements, servitudes and/or rights of way, and grant easements, servitudes and rights of way in accordance with Section 2.3, as required by the Tenant for such utility connections and/or services.

6. Tenant and Landlord Improvements.

6.1 Landlord's Improvements. "Landlord's Improvements" are any and all improvements to the immovable property of the Project Site and any and all movable property in existence on the Project Site at the time of the Ground Lease Commencement Date. There are no Landlord's Improvements except [\_\_\_\_\_].

6.2 Improvements by Tenant. The Tenant shall have the right to finance, construct, and install on the Project Site, the Facility and any Improvements during the Initial Term and/or

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

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

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

6.5 Maintenance of Improvements.

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

(b) Landlord's Obligation to Maintain. Except as otherwise provided in this Agreement, the Landlord has no obligation to maintain the Project Site, Improvements and/or Landlord's Improvements (if any) during the Initial Term and/or any Extended Term. Except as described in Section 6.1, the Landlord agrees that there will be no such Landlord Improvements on the Project Site on and after the Ground Lease Commencement Date.

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

7. Tenant's Surrender of Project Site.

7.1 Surrender at End of Ground Lease. Subject to Section 6.4 and subject and subordinate to Section 23 and the rights of any Leasehold Lender under any Leasehold

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

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

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

## 8. Use.

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

the Governmental Authority on behalf of the Landlord.

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

8.3 Dirt Moving Activities; Permits; Timber.

(a) The Tenant may remove, add and/or move substantial amounts of muck, dirt, dredge spoil, fill and other materials from the Project Site, to the Project Site, and from portions of the Project Site to other portions of the Project Site, and the Tenant may be required by Applicable Laws to mitigate wetlands on portions of the Project Site and may do so in its discretion. The Tenant shall have the right to remove soil and spoil from, and to add fill to, the Project Site and to dredge the slip and turning basin and dredge and widen the Calcasieu Ship Channel, and deposit the dredge spoils on the Project Site (as allowed by Applicable Law), in each case in connection with the excavation for, development, construction, installation, use, operation, maintenance, repair, expansion, optimization, alteration and/or removal of the Facility, and for the purpose of constructing, creating, expanding, operating and maintaining a marine terminal and ship turning basin. The Tenant shall, at its own expense, obtain any required permits and/or approvals from the United States Army Corps of Engineers (the "Corps") and/or any other governmental agencies, and the Tenant shall comply with such permits and approvals. The Landlord will cooperate with and assist the Tenant in obtaining any necessary permits and Governmental Approvals from the Corps and any other Governmental Authority, at the Tenant's discretion, for the Tenant's use of the Project Site, including without limitation, for any Improvements, reclamation of lands, erosion control, attainment of spoil, easements/servitudes and/or rights of way; provided, that all costs associated with such efforts shall be the responsibility of the Tenant. Except only as provided in Section 8.3(b) below, the Tenant shall have all surface, subsurface and riparian rights, and the right and privilege of grading and draining the Project Site, and all other rights on and to the Project Site. Any activities of the Landlord and/or its lessees or assignees or any other party shall not adversely affect the Project Site or the Facility or interfere with the Tenant's operations or rights under this Ground Lease in any way. Nothing herein is intended to preclude the Landlord from participating in pools or units created by consent or established by any regulatory body including the Louisiana Commissioner of Conservation. The Tenant may freely remove any timber which is standing or lying on the Project Site as the Tenant deems necessary for the Tenant's intended use of the Project Site. Nothing herein is intended to grant, convey, or bestow to the Tenant any rights to or claims to any oil, gas, or mineral rights below the surface of the Project Site.

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

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

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

## 9. Indemnification.

9.1 Tenant’s General Agreement to Indemnify. The Tenant releases the Landlord, its officers, representatives, employees, agents, successors and assigns (individually and collectively, the “Landlord Indemnitee”) from, assumes any and all liability for, and agrees to indemnify the Landlord Indemnitee against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges, and expenses (including, without limitation, reasonable attorney’s fees, witness fees, engineers’ fees, architects’ fees, and the costs and expenses of appellate action, if any), imposed on, incurred by or asserted against any Landlord Indemnitee arising out of (i) the use or occupancy of the Project Site by the Tenant, its officers, representatives, agents, and employees, (ii) the construction or operation of the Project by the Tenant, its officers, representatives, agents, and employees, (iii) any claim arising out of the use, occupancy, construction or operation of the Project Site by the Tenant, its officers, representatives, agents, and employees, and (iv) activities on or about the Project Site by the Tenant, its officers, representatives, agents, and employees, of any nature, whether foreseen or unforeseen, ordinary, or extraordinary, in connection with the construction, use, occupancy, operation, maintenance, or repair of the Facility, the Improvements, or the Project Site by the Tenant, its officers, representatives, agents, and employees; provided, however, that any such

claim, liability, obligation, damage or penalty arising as a result of the negligence or willful misconduct of any Landlord Indemnitee shall be excluded from this indemnity. Any and all claims brought under the authority of or with respect to any Environmental Law or concerning environmental matters or Hazardous Substances shall be solely covered by Sections 9.2 and 9.4 and not this Section 9.1.

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

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

9.4 Landlord's Environmental Indemnification.

(a) For purposes of the Landlord's indemnification obligations, the Landlord agrees that it will comply with all Environmental Laws applicable to the Landlord, including

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

(b) If Hazardous Substances become present or are discharged onto the Project Site as a result of the Landlord's Activities or otherwise exist at the Project Site on or prior to the Ground Lease Commencement Date, the Tenant shall so notify the Landlord in writing as soon as practicable after the Tenant's discovery thereof. Except with respect to Hazardous Substances that become present or are discharged onto the Project Site as a result of the Landlord's Activities, such discovery and notice to the Landlord must occur within the Initial Term of this Ground Lease for the Landlord to have any obligation to perform any Corrective Measures (as hereinafter defined). Except as provided in the following sentence, upon receipt of such notice from the Tenant, the Landlord shall have a reasonable period of time to undertake, at its own expense, but subject to a limit of [REDACTED], such corrective measures as are necessary to remove such Hazardous Substances and to remediate such presence or discharge as required by applicable Environmental Laws or the requirements of the appropriate Governmental Authority ("Corrective Measures"), except that such Corrective Measures shall not unreasonably interfere with the construction, operation or maintenance of the Facility and/or interfere the Improvements by Tenant. At its discretion, upon written notice to the Landlord, the Tenant shall have the right to undertake such Corrective Measures and the Landlord shall reimburse the Tenant up to a total amount of [REDACTED] (or Tenant may offset against Rent) for its reasonable and necessary documented costs therefor within thirty (30) days after receipt of an invoice by the Landlord (including any costs associated with the work stoppage or interference with the ability of any Facility Contractor to perform its respective obligations under the Facility Contracts (including mobilization and de-mobilization costs, suspension costs, storage costs, rescheduling penalties, and all other direct and indirect costs incurred by the Tenant or any Facility Contractor (and its respective subcontractors) as a result of any delay caused by such Corrective Measures)). The Party not controlling the Corrective Measures under this Section 9.4(b) shall have a reasonable right of participation in the Corrective Measures, consisting of the right to (i) receive

copies of material reports, work plans and correspondence relating to the Corrective Measures, (ii) the right to review and comment on draft reports and work plans (and all prompt and reasonable comments shall be considered and addressed by the controlling Party in good faith), and (iii) advance notice of and the right to attend and participate in meetings with Governmental Authorities. This Section 9.4(b) shall not supersede or diminish the provisions or the Landlord's obligations under Section 9.4(a).

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

## 10. Insurance.

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

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

## 11. Liens and Landlord's Mortgages.

11.1 Prohibition of Liens and Mortgages. The Landlord shall not create or permit to be created or to remain in connection with the Project Site, or the Facility, the Improvements or the Landlord's Improvements thereon, any Liens against any property interest of the Landlord and/or against any of the Tenant's Property or leasehold interest of the Tenant, and the Landlord or the Tenant (as applicable) shall discharge any Lien (levied on account of any mechanics', laborers', or materialmen's lien or security agreement) which might be or become a Lien upon the Project Site or upon Landlord's interest in the Project Site or upon the Tenant's interest in its leasehold of the Project Site, in accordance with Section 11.2.

### 11.2 Discharge of Liens.

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



notice of the filing thereof, shall elect to contest the same or cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

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

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

## 12. Entry on Premises by Landlord, Etc.

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

## 13. Destruction by Fire or Other Casualty.

If the Facility or any Improvements erected on the Project Site shall be destroyed or so damaged by fire or any other casualty whatsoever, not due to the willful misconduct of the Tenant, where repair or restoration cannot be reasonably accomplished within three hundred and sixty (360) days of the date of such fire or casualty, the Tenant, by written notice to the Landlord, from an authorized representative of the Tenant, may, at its election, decide not to restore nor reconstruct the Facility or the Improvements. In the event that the Tenant so decides

not to restore or reconstruct the Facility or the Improvements, the Tenant shall notify the Landlord thereof in writing and shall proceed with due diligence to demolish and remove any ruins or rubble remaining on the Project Site at the Tenant's sole cost and expense.

14. Assignment; Subleasing; Right of First Refusal.

14.1 Restrictions on Landlord. The Landlord shall not assign this Ground Lease or sell the Project Site, in whole or in part, (including without limitation by transfer of control or otherwise) without the prior written consent of the Tenant. This Ground Lease shall inure to the benefit of and shall be binding upon the Landlord's permitted assigns.

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

14.3 Right of First Refusal. During the Initial Term or any Extended Term of the Ground Lease, the Landlord may not transfer a portion of the Project Site and may only transfer the entire Project Site through a bona fide sale in exchange for a sum certain of money. If the Landlord, during the Initial Term or any Extended Term of the Ground Lease, makes a bona fide offer to sell or receives a bona fide offer from a third party to buy or acquire (individually and collectively a "Bona Fide Offer") all or any portion of the Project Site separately or as a part of a larger parcel of which the Project Site is a part, the Landlord will promptly, within ten (10) Business Days, give written notice to the Tenant of the terms of the Bona Fide Offer made or received, including the cash price attributable to the Project Site. If the sale is a tract of which the Project Site is a part, then the cash price attributable to the Project Site will be that part of the cash price multiplied times a fraction, the denominator of which is the total number of acres in the Project Site and the numerator of which is the total number of acres in the larger tract to be sold. The notice shall also state the other terms and conditions of the proposed sale and the Landlord's willingness to sell for that cash price and on those terms. Upon receiving the notice, the Tenant may exercise the right, in the manner specified below, to purchase either the property described in the Bona Fide Offer or the Project Site (or part thereof) at the lower of: (i) the stated cash price in the Bona Fide Offer or (ii) Fair Market Value, which shall not include any value of the Ground Lease, the Facility, the Improvements and/or Landlord's Improvements in the determination of the Fair Market Value, pursuant to the process described in Sections 14.3

through 14.6 below. This Section 14.3 does not apply to transfers pursuant to successions or donations executed in accordance with Louisiana law.

14.4 Exercise of Right of First Refusal. If the Tenant elects to purchase the property or Project Site described in the Bona Fide Offer under the provisions of Section 14.3, or if the Tenant elects to seek the Fair Market Value under the provisions of Section 14.3, the Tenant must notify the Landlord of such election, doing so in writing delivered to the Landlord within thirty (30) Business Days after the date of the Landlord's written notice to the Tenant of the Bona Fide Offer. If the Tenant elects to refuse the Bona Fide Offer, the Tenant need take no action whatsoever; further, if the Tenant fails to deliver to the Landlord a notice of the Tenant's election within the time required for such notice, the Tenant will be deemed to have refused the Bona Fide Offer. If the Tenant refuses, or is deemed to have refused, the Bona Fide Offer, the Landlord is free to sell the property pursuant to the Bona Fide Offer subject to this Ground Lease, any New Lease (as defined in Section 23.9(a)), and any Non-Disturbance Agreement (as defined in Section 23.9(c)) and continuation of the leasehold interest created by this Ground Lease and any New Lease (as defined in Section 23.9(a)).

14.5 Fair Market Valuation. If the Tenant elects to seek the Fair Market Value under the provisions of Section 14.3, then the Tenant shall notify the Landlord of the Tenant's proposed Fair Market Value for the property or the Project Site, as the case may be. Thereafter, for a period of thirty (30) days following such notice the Parties shall in good faith attempt to agree upon the Fair Market Value. If the Parties do not agree upon the Fair Market Value within such thirty (30) days, each of the Parties shall within the next thirty (30) days appoint a qualified appraiser to appraise the Fair Market Value (the "First Appraiser" and the "Second Appraiser") by notice to the other Party. If the Second Appraiser is not timely designated, the determination of the Fair Market Value shall be made solely by the First Appraiser. The First Appraiser, or each of the First Appraiser and the Second Appraiser if the Second Appraiser is timely designated, shall submit its determination of the Fair Market Value to the Parties within thirty (30) days of the date of its selection (or the selection of the Second Appraiser, as applicable). If there are two (2) appraisers and their respective determinations of the Fair Market Value vary by less than ten percent (10%) of the higher determination, the Fair Market Value shall be the average of the two determinations. If such determinations vary by ten percent (10%) or more of the higher determination, the two appraisers shall promptly designate a third appraiser (the "Third Appraiser"). Neither the Tenant nor the Landlord shall provide, and the First Appraiser and Second Appraiser shall be instructed not to provide, any information to the Third Appraiser as to the determinations of the First Appraiser and the Second Appraiser or otherwise influence such Third Appraiser's determination in any way. The Third Appraiser shall submit its determination of the Fair Market Value to the Parties within thirty (30) days of the date of its selection. The Fair Market Value shall be equal to the average of the two closest of the three determinations. The determination of the Fair Market in accordance with the foregoing procedure shall be final and binding on the Parties. If any appraiser is only able to provide a range in which Fair Market Value would exist, the average of the highest and lowest value in such range shall be deemed to be such appraiser's determination of the Fair Market Value. Each appraiser selected pursuant to the provisions of this Section shall be a qualified Person with prior experience in appraising industrial lands in south Louisiana and that is not an interested Person with respect to either Party or such Party's Affiliates. If the Tenant has invoked this process and

when the Fair Market Value has been determined, then the Tenant must notify the Landlord in writing within thirty (30) days that the Tenant elects to purchase the property or Project Site at the lower of either the Fair Market Value determined or the Bona Fide Offer; and if the Tenant fails to notify the Landlord within this thirty (30) day period, then the Landlord is free to sell the property or Project Site pursuant to the Bona Fide Offer subject to this Ground Lease and continuation of the leasehold interest created by this Ground Lease.

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

#### 15. Events of Default of Tenant.

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

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

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

#### 15.2 Landlord’s Remedies; Cure.

(a) Landlord’s Right to Damages; Termination. Subject to the rights and remedies of Leasehold Lender in Section 23, below, upon the occurrence of an Event of Default, the Landlord shall give written notice of Event of Default to the Tenant stating specifically the grounds for the Event of Default and the damages thereby reasonably anticipated or incurred by the Landlord in connection with the Event of Default, and the rights of the Tenant under this Ground Lease, the Tenant shall be liable for such reasonable damages unless such Event of Default is reasonably remedied in a timely manner and all undisputed arrears of Rent, and all other undisputed amounts payable by the Tenant under this Ground Lease, in each case within sixty (60) days from the date of such notice of Event of Default, together with interest thereon at

the rate provided by law for judicial interest from the time when the same became due and payable, and all costs and expenses reasonably incurred by or on behalf of the Landlord as a result of the Event of Default, including reasonable attorneys' fees, shall have been fully and promptly paid by the Tenant to the Landlord and all other defaults shall have been reasonably cured and made good or cured to the reasonable satisfaction of the Landlord, in either of which events the consequences of such Event of Default shall be deemed to be annulled. Written notice of an Event of Default under this Section 15.2(a) is not effective and is not valid if the Landlord does not give prior written notice to the Tenant pursuant to Section 15.1.

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

15.3 Taking of Possession. Upon any expiration or termination of this Ground Lease, and subject to Section 7.1, (i) the Tenant shall quit and peacefully surrender the Project Site to the Landlord, without any payment therefor by the Landlord, and the Landlord may, at that time, without further notice, enter upon and re-enter the Project Site and may have, hold, and enjoy the Project Site; and (ii) all obligations of the Tenant hereunder for additional Rent or any portion thereof arising or accruing with respect to any period prior to such termination and any obligations of the Tenant under the indemnification provisions hereof arising or accruing with respect to any period prior to such termination hereof, in each case without regard to whether such matter is first noticed to the Landlord prior to or subsequent to such termination, shall survive the termination hereof. In the event of any termination, the Landlord shall be under a duty to seek a successor tenant. If the Landlord obtains a successor tenant during what would have been the remainder of the term of this Ground Lease, the Tenant shall receive a credit for rentals collected from said successor tenant for the remaining term of this Ground Lease. If no successor tenant is obtained, the Tenant shall be liable for Rent obligations otherwise provided for in this Ground Lease.

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

## 16. Events of Default of the Landlord.

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

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

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

## 17. Mutual Obligations.

17.1 Late Charges; Interest. If any Rent or other sum is not paid when due and payable under this Ground Lease, and if such delinquency continues for a period of ten (10) days after receipt of written notice, such sum shall bear a late charge equal to one percent (1.0%) of the amount thereof, the Parties recognizing and agreeing that such charge represents a reasonable approximation of the additional administrative costs and expenses which are likely to be incurred by the non-defaulting Party. Additionally, any judgment rendered therefor shall bear interest from the date originally due to the date of collection at the rate prescribed by law as legal interest.

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

17.3 Failure to Enforce Not a Waiver. No failure by either Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Ground Lease or to

exercise any right or remedy arising upon the breach thereof, and no acceptance by the Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Ground Lease to be performed or complied with by either Party and no breach thereof shall be waived, altered, or modified except by a written instrument executed by both Parties. No waiver of any breach shall affect or alter this Ground Lease, but each and every covenant, agreement, term, or condition of this Ground Lease shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

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

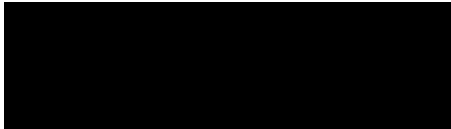
18. Notices.

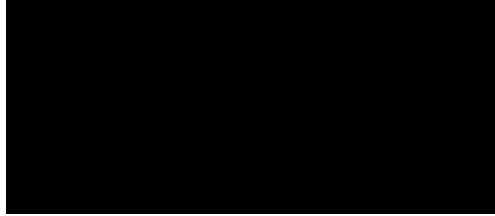
18.1 Addresses. All notices, demands, and requests which may or are required to be given hereunder shall be in writing, delivered by personal service, or shall be sent by facsimile or United States registered or certified mail, return receipt and signature requested, postage prepaid, to the Parties at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

To the Tenant: Venture Global Calcasieu Pass, LLC  
c/o Venture Global LNG, Inc.  
2200 Pennsylvania Avenue, NW  
Suite 600W  
Washington, DC 20037  
Attention: Paul Dillbeck, General Counsel  
Telephone: (202) 759-6736  
Facsimile:  
Email: pdillbeck@venturegloballng.com

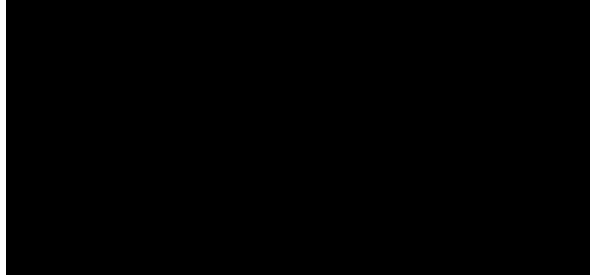
With a copy to: Rick J. Norman  
Norman Business Law Center  
145 East Street  
Lake Charles, LA 70601  
Telephone: (337) 436-7787  
Facsimile: (337) 436-7758  
Email: rnorman@normanblc.com

To the Landlord:





With a copy to:



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

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

#### 19. Quiet Enjoyment; Title.

19.1 Quiet Enjoyment. The Landlord warrants to the Tenant the peaceable enjoyment of the Project Site and warrants to the Tenant that the Tenant shall quietly have and enjoy the Project Site during the Initial Term, any Extended Term and any Removal Period of this Ground Lease without hindrance or molestation by the Landlord or any Person or Persons claiming by, under and/or through the Landlord. This Ground Lease shall be construed as a covenant running with the land. As long as this Ground Lease is in effect, the Landlord and any Affiliate of the Landlord shall only allow compatible use of the remainder of their property adjacent to the Project Site and will not create or allow the creation of a visual, olfactory or auditory nuisance on said remainder of their property.

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



this Ground Lease.

## 20. Eminent Domain.

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

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

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

20.4 Allocation of Award. Subject to Section 23.8, in the event of a complete taking pursuant to Section 20.1, the Tenant will be entitled to receive the portion of the condemnation award (or settlement) attributable to (i) the value of the Facility and Improvements and Landlord's Improvements, and fixtures and other property located on the Project Site so taken, plus (ii) without duplication with clause (i) above, the value of the leasehold estate and leasehold advantage in the portion of the Project Site so taken, plus (iii) other compensation or benefits paid as a consequence of the interruption of the Tenant's business and the other costs and expenses incurred by the Tenant as a consequence of such taking (if any such compensation or

benefits are paid by the applicable taking authority) and the Landlord shall be entitled to recover that portion of the condemnation award (or settlement) fairly attributable to the value of the land taken. In the event the Tenant's Property, the Improvements or the Facility are not taken, the Tenant shall not be entitled to any portion of the award, and in the event none of the Landlord's property is taken, the Landlord shall not be entitled to any portion of the award, unless the Tenant elects to terminate this Ground Lease pursuant to Section 20.2, in which event the award or settlement shall be allocated as provided in the next sentence. In the event of a partial taking of the Improvements, the Tenant's Property and/or Facility not resulting in a termination of this Ground Lease pursuant to Section 20.2, the entire award or settlement shall be paid to the Tenant. In the event of a partial taking of the Project Site, the Tenant will be entitled to receive the portion of the award attributable to (i) the value of the portion of the Facility, Improvements and the Tenant's Property located in the portion of the Project Site so taken, plus (ii) without duplication with clause (i) above, the value of the leasehold estate and leasehold advantage in the portion of the Project Site so taken, plus (iii) damage to the remaining Facility, and the Tenant will promptly restore the remaining portion of the Facility to the extent of the award payable to the Tenant. Nothing contained herein shall prohibit the Tenant's claiming relocation damages or damages for lost profits or loss of leasehold advantage against the taking authority in any appropriate proceeding.

21. Temporary Taking or Other Deprivation.

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

22. Force Majeure.

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

23. Leasehold Mortgage Provisions.

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

govern and control.

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

23.2 Right to Perform for Tenant; Right to Cure.

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

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

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

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

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

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

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

23.3 No Modification Without Leasehold Lender's Consent. Neither the Landlord nor the Tenant will amend, modify, cancel or surrender this Ground Lease without Leasehold Lender's prior written consent, and any such action taken without Leasehold Lender's consent shall not be binding on the Tenant or Leasehold Lender or their respective successors and assigns (and this Ground Lease shall be interpreted as if such action was not taken), provided, however, that if The Tenant is in default beyond applicable notice and cure periods under this Ground Lease and Leasehold Lender fails to act under Section 23.2 above within the applicable time periods set forth in Section 23.2, then Leasehold Lender's prior written consent shall not be required for the Landlord to exercise any right to terminate this Ground Lease that the Landlord may have under Section 15 above.

23.4 Delivery of Notices. The Landlord shall simultaneously deliver to Leasehold Lender copies of all notices, statements, information and communications delivered or required to be delivered to the Tenant pursuant to this Ground Lease, including, without limitation, any notice of any default by the Tenant. In addition, the Landlord shall promptly notify Leasehold Lender in writing of any failure by the Tenant to perform any of the Tenant's obligations under this Ground Lease. No notice, statement, information or communication given by the Landlord to the Tenant shall be binding or affect the Tenant or Leasehold Lender or their respective

successors and assigns unless a copy of the same shall have simultaneously been delivered to Leasehold Lender in accordance with this Section 23.4. All notices to Leasehold Lender shall be addressed to any Leasehold Lender at any address that such Leasehold Lender shall provide in writing to the Landlord and the Tenant, and shall be delivered in a manner permitted under (and shall be deemed delivered in accordance with) Section 18. Notwithstanding anything to the contrary in this Ground Lease, the Landlord shall not exercise any remedies related to the Tenant's default hereunder until (i) the Landlord has delivered notice of such default to Leasehold Lender pursuant to this Section 23.4 and (ii) all applicable cure commencement periods following the delivery of such notice have expired.

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

23.6 Permitted Transfers. Notwithstanding the provisions of Section 23.5, but for the avoidance of doubt while reserving the Landlord's right to terminate this Ground Lease pursuant to Section 23.2, the purchaser at any sale of this Ground Lease and the interests in and to the Project Site thereby created in any proceedings for the foreclosure of the Leasehold Mortgage (including, without limitation, power of sale), or the assignee or transferee of this Ground Lease and the interests in and to the Project Site thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Leasehold Lender or any third party) shall be deemed to be a permitted assignee or transferee under this Ground Lease without the need to obtain the Landlord's consent and the Landlord shall recognize such assignee or transferee as the successor-in-interest to the Tenant for all purposes under this Ground Lease, and such purchaser, assignee or transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed under this Ground Lease from and after the date of such purchase and/or assignment, but only for so long as such purchaser or assignee is the owner of the Tenant's interest in, to and under this Ground Lease and the Tenant's interests in and to the Project Site thereby created.

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

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

23.9 New Direct Lease.

(a) If this Ground Lease is canceled or terminated for any reason (except in connection with a Bankruptcy Proceeding, for which the provisions of Section 23.10 below are hereby agreed upon by the Landlord and the Tenant), and provided that Leasehold Lender has (i) commenced to cure and continues diligently to cure all non-payment defaults that are susceptible to being cured by Leasehold Lender with commercially reasonable diligence, and (ii) cured any payment default in respect of any portion of Rent, the Landlord hereby agrees that the Landlord shall, upon Leasehold Lender's written election within one hundred twenty (120) days of such cancellation or termination, promptly enter in a new, direct lease with Leasehold Lender (or its nominee or any other party which Leasehold Lender may designate, including without limitation,

the Tenant) with respect to the Project Site on the same terms and conditions as this Ground Lease (a "New Lease"), it being the intention of the parties to preserve this Ground Lease and the interests in and to the Project Site created by this Ground Lease for the benefit of Leasehold Lender without interruption. Said New Lease shall be superior to all rights, liens and interests intervening between the date of this Ground Lease and the granting of the New Lease and shall be free of any and all rights of the Tenant under this Ground Lease.

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

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

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

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

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

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

23.11 Estoppel Certificates; Non-Disturbance Agreements.

(a) Upon Leasehold Lender's or the Tenant's written request, the Landlord shall provide Leasehold Lender or the Tenant with an estoppel certificate (the "Landlord Estoppel") which shall certify to such requesting Leasehold Lender or the Tenant (i) as to the amount and status of all rent payments under this Ground Lease, (ii) as to the non-satisfaction or non-compliance by the Tenant of any other conditions under this Ground Lease, or alternatively, as to the full satisfaction and compliance by the Tenant of any other conditions required under this Ground Lease, (iii) as to any existing default of the Tenant under the Ground Lease, or alternatively that the Tenant is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by the Tenant thereunder, and as to any existing event or condition in existence as of the date of the Landlord Estoppel which would, with passage of time or the giving of notice or both, constitute a default under the Ground Lease or otherwise entitle the Landlord to terminate, accelerate, or modify the Ground Lease or exercise any other remedy thereunder, or alternatively that no such event or condition exists, (iv) setting forth any offsets or counterclaims on the part of the Landlord or alternatively that there are no offsets or counterclaims on the part of the Landlord, (v) that each of the Ground Lease and the Non-Disturbance Agreement (as defined in Section 23.11(d)), true, correct copies of which shall be attached thereto together with any amendments, modifications, assignments, restatements, and supplements thereof, have not, except to the extent set forth therein, been amended, modified, assigned, restated, supplemented, or waived in any respect whatsoever and collectively represent the entirety of the agreements between the Landlord and the Tenant with respect to the Project Site, (vi) as to the date on which the Initial Term or Extended Term, as applicable, is scheduled to expire, (vii) as to the Landlord's power and authority to execute the Landlord Estoppel, (viii) as to any dispute, claim, or litigation (pending or threatened) regarding the Ground Lease or asserting that the Ground Lease is unenforceable, (ix) as to any notice given or received by the Landlord asserting that (A) the Ground Lease violates any agreement or applicable law or (B) any violations of any covenants, conditions, or restrictions of record affecting the Project Site, (x) as to any written notice received by the Landlord from any Governmental Authority respecting a condemnation or threatened condemnation of all or any portion of the Project Site, (xi) that there are no fees, rents, royalties or other sums, whether or not constituting rent, due and owing as of the date of the Landlord Estoppel and as to any rent that the Tenant has prepaid under the Ground Lease, (xii) that, except the Ground Lease, and any Non-Disturbance Agreement, there do not exist any other agreements concerning the Project Site



or the Ground Lease, whether oral or written, to which the Landlord is a party, (xiii) that there are no agreements, judgments, proceedings, liens, or encumbrances affecting the Project Site, other than those set forth on a schedule to the Landlord Estoppel, (xiv) that the Landlord is, as of the date of the Landlord Estoppel, the present lessor under the Ground Lease and owns good and indefeasible title to the Project Site, subject to and as limited by Permitted Encumbrances, (xv) that the Landlord has not assigned, sublet, hypothecated, leased, or otherwise transferred its interests, or any portion thereof, in and to the Project Site, and has not agreed with any party or person to do so, and has not executed a mortgage, deed of trust, or other security instrument encumbering the Landlord's interest in the Project Site, (xvi) that there exist no options, rights of first refusal, or other similar rights or agreements to which the Landlord is a party or by which the Landlord is otherwise bound affecting the Landlord's interest in and to the Project Site, (xvii) that the Landlord is not, as of the date of the Landlord Estoppel, holding a security deposit pursuant to the terms of the Ground Lease, (xviii) that the Landlord has not commenced any action or sent any notice to the Tenant for the purpose of exercising remedies or terminating, canceling, modifying, or surrendering the Ground Lease, and that the Landlord is not, as of the date of the Landlord Estoppel, entitled to terminate, cancel, modify or surrender the Ground Lease, and (ix) as to such other matters related to this Ground Lease as Leasehold Lender may reasonably determine from time to time.

(b) Upon Leasehold Lender's or the Landlord's written request, the Tenant shall provide Leasehold Lender with an estoppel certificate (the "Tenant Estoppel") which shall certify to such requesting Leasehold Lender (i) as to the amount and status of all rent payments under this Ground Lease, (ii) as to the non-satisfaction or non-compliance by the Landlord of any other conditions under this Ground Lease, or alternatively, as to the full satisfaction and compliance by the Landlord of any other conditions required under this Ground Lease, (iii) as to any existing default of the Landlord under the Ground Lease, or alternatively that the Landlord is not in default in the payment, performance or observance of any other condition or covenant to be performed or observed by the Landlord thereunder, and as to any existing event or condition in existence as of the date of the Tenant Estoppel which would, with passage of time or the giving of notice or both, constitute a default under the Ground Lease or otherwise entitle the Tenant to terminate, accelerate, or modify the Ground Lease or exercise any other remedy thereunder, or alternatively that no such event or condition exists, (iv) setting forth any offsets or counterclaims the on the part of the Landlord or alternatively that there are no offsets or counterclaims on the part of the Tenant, (v) that the Ground Lease, a true and correct copy of which shall be attached thereto together with any amendments, modifications, assignments, restatements, and supplements thereof, has not, except to the extent set forth therein, been amended, modified, assigned, restated, supplemented, or waived in any respect whatsoever and collectively represent the entirety of the agreements between the Landlord and the Tenant with respect to the Project Site, (vi) as to the date on which the Initial Term or Extended Term, as applicable, is scheduled to expire, (vii) as to the Tenant's power and authority to execute the Tenant Estoppel, (viii) as to any dispute, claim, or litigation (pending or threatened) regarding the Ground Lease or asserting that the Ground Lease is unenforceable, (ix) as to any notice given or received by the Tenant asserting that (A) the Ground Lease violates any agreement or applicable law or (B) any violations of any covenants, conditions, or restrictions of record affecting the Project Site, (x) as to any written notice received by the Tenant from any Governmental Authority respecting a condemnation or threatened condemnation of all or any

portion of the Project Site, (xi) that there are no fees, rents, royalties, or other sums, whether or not constituting rent, due and owing as of the date of the Tenant Estoppel and as to any rent that the Tenant has prepaid under the Ground Lease, (xii) that, except the Ground Lease, there do not exist any other agreements concerning the Project Site or the Ground Lease, whether oral or written, to which the Tenant is a party, (xiii) that there are no agreements, judgments, proceedings, liens, or encumbrances affecting the Project Site, other than those set forth on a schedule to the Tenant Estoppel, (xiv) that the Tenant is, as of the date of the Tenant Estoppel, the present lessee under the Ground Lease and owns good and indefeasible title to the Project Site, subject to and as limited by Permitted Encumbrances, (xv) that the Tenant has not assigned, sublet, hypothecated, leased, or otherwise transferred its interests, or any portion thereof, in and to the Project Site, and has not agreed with any party or person to do so, and has not executed a mortgage, deed of trust, or other security instrument encumbering the Tenant's interest in the Project Site, other than those set forth on a schedule to the Tenant Estoppel, (xvi) that there exist no options, rights of first refusal, or other similar rights or agreements to which the Tenant is a party or by which the Tenant is otherwise bound affecting the Tenant's interest in and to the Project Site, (xvii) that the Tenant is not, as of the date of the Tenant Estoppel, holding a security deposit pursuant to the terms of the Ground Lease, (xviii) that the Tenant has not commenced any action or sent any notice to the Landlord for the purpose of exercising remedies or terminating, canceling, modifying, or surrendering the Ground Lease, and that the Tenant is not, as of the date of the Tenant Estoppel, entitled to terminate, cancel, modify, or surrender the Ground Lease, and (ix) as to such other matters related to this Ground Lease as such Leasehold Lender may reasonably determine from time to time.

(c) Upon Leasehold Lender's or the Tenant's written request, the Landlord shall enter into a non-disturbance agreement with Leasehold Lender or its designee, in the form attached hereto as Exhibit 5 (a "Non-Disturbance Agreement").

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

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

23.14 Agreement to Amend. The Landlord recognizes the importance of the Tenant's ability to obtain Leasehold Mortgages, and that the provisions of this Ground Lease may be subject to the approval of a Leasehold Lender. If any Leasehold Lender should require, as a condition to such financing, any reasonable modifications of this Ground Lease, whether for purposes of clarifying the provisions of this Ground Lease or to include provisions then

customary for leasehold financing transactions, the Landlord agrees to execute the appropriate amendments to this Ground Lease; provided, however, that no such modification shall, to the detriment of the Landlord, impair any of the Landlord's rights, as reasonably determined by the Landlord or increase any of the Landlord's obligations, as reasonably determined by the Landlord, under this Ground Lease.

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

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

23.17 No Waiver. Neither acceptance of Rent by the Landlord nor failure by the Landlord to complain of any action, non-action or default of the Tenant, whether singular or repetitive, shall constitute a waiver of any of the Landlord's rights hereunder. Waiver by the Landlord of any right pertaining to any default of the Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. No act or thing done by the Landlord or the Landlord's agents shall be deemed to be acceptance of surrender of the Project Site and no agreement to accept a surrender of the Project Site shall be valid unless it is in writing and signed by the Landlord.

#### 24. Miscellaneous.

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

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

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

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

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

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

24.7 Governing Law; Severability. This Ground Lease shall be governed by and construed in accordance with the laws of the State of Louisiana. If any term or provision of this Ground Lease or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remaining provisions of this Ground Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

24.8 Counterparts. This Ground Lease may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute but a single document. The Parties agree that the delivery of this Ground Lease may be effected by means of an exchange of facsimile or emailed signatures with original copies to follow by mail or courier service.

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

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

24.11 Authority. Each the Landlord and the Tenant represents and warrants that it has the authority to enter into this Ground Lease, that, when executed, this Ground Lease shall be binding and enforceable in accordance with its terms. On the Ground Lease Commencement Date, (a) the Tenant shall deliver to the Landlord a resolution in the form attached hereto as Exhibit 3, evidencing its authority to execute and perform under this Ground Lease and (b) the Landlord shall deliver to the Tenant a resolution in the form attached hereto as Exhibit 4,

evidencing its authority to execute and perform under this Ground Lease.

24.12 Brokers and/or Real Estate Agents. The Landlord and the Tenant represent, acknowledge and agree that the Tenant and the Landlord each is not represented by any other real estate broker/agent and that each of the Tenant and the Landlord, except as provided below, is not responsible for payment of any other commissions to any real estate brokers/agents in connection with this Ground Lease. The Tenant agrees that it is responsible for payment of any and all commissions that may be due to [REDACTED] pursuant to this Ground Lease.

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

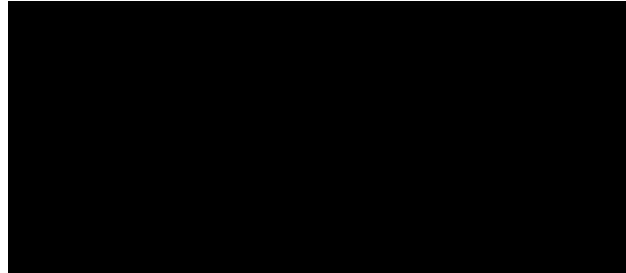
24.14 Settlement Funds. The Landlord and the Tenant acknowledge that the Landlord has a claim for property damages submitted to the Claims Administrator's office of the BP Oil Spill/Deepwater Horizon Class Action Settlement, which allows for recovery of damages to coastal property. The recovery on any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

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

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

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

**LANDLORD:**



\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
**NOTARY PUBLIC**

**TENANT:**

**VENTURE GLOBAL CALCASIEU PASS,  
LLC**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
**NOTARY PUBLIC**

LIST OF EXHIBITS

- Exhibit 1-A Legal Description of Project Site
- Exhibit 1-B Project Site Survey
- Exhibit 2-A Project and Facility Description
- Exhibit 2-B General Arrangement/Schematic of Facility
- Exhibit 3 Tenant's Resolution
- Exhibit 4 Landlord's Resolution
- Exhibit 5 Form of Non-Disturbance Agreement

**EXHIBIT 1-A**

**LEGAL DESCRIPTION OF THE PROJECT SITE**

**13 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A SET ONE AND A QUARTER INCH DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.35°37'17"E., A DISTANCE OF 367.98 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' N.89°82'56"E OF TRUE POSITION; SAID POINT BEING THE POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 42°39'13"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 632.78 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' S.00°38'57"E. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 402.91 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 1,119.26 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 569,028.55 SQUARE FEET OR 13.0631 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "D" ON THE HERE TO ATTACHED PLAT.

**16 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON



PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.72°05'45"W., A DISTANCE OF 1,018.37 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 94.75 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 6°32'27", AND CHORD OF N.20°24'44"E, 94.70 FEET; THENCE N.17°08'31"E., A DISTANCE OF 488.20 FEET ALONG SAID RIGHT-OF-LINE TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 230.84 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 20°59'39", AND CHORD OF N.06°38'41"E, 229.55 FEET; THENCE S.72°05'45"E., A DISTANCE OF 819.72 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 726,895.21 SQUARE FEET OR 16.6873 ACRES, IS SITUATED IN SECTIONS 6 & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST , CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "F2" ON THE HERE TO ATTACHED PLAT.

### **321 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.01°19'50"W., A DISTANCE OF 814.24 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°59'32"W., A DISTANCE OF 785.80 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°58'57"W., A DISTANCE OF 930.52 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'40"W., A DISTANCE OF 776.09 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°39'53"W., A DISTANCE OF 565.19 FEET TO A

POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'52"W., A DISTANCE OF 440.92 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°22'57"W., A DISTANCE OF 423.69 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°08'07"W., A DISTANCE OF 990.50 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°27'34"W., A DISTANCE OF 103.48 FEET TO A POINT ALONG THE GLO MEANDER LINE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.79°00'00"W., A DISTANCE OF 871.65 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°00'00"W., A DISTANCE OF 930.60 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°59'56"W., A DISTANCE OF 707.11 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°13'11"E., A DISTANCE OF 1,487.61 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY FOUND 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 376.34 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 2,230.00 FEET, A CENTRAL ANGLE OF 09°40'10", AND CHORD OF N.47°38'31"E, 375.89 FEET; THENCE N.42°48'26"E., A DISTANCE OF 542.03 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.42°32'07"E., A DISTANCE OF 731.72 FEET ALONG SAID RIGHT-OF-WAY TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 390.53 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 1,830.00 FEET, A CENTRAL ANGLE OF 12°13'18", AND CHORD OF N.36°25'18"E, 389.79 FEET; THENCE N.30°18'29"E., A DISTANCE OF 144.89 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT DISTANCE OF 95.98 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 06°37'32", AND CHORD OF N.26°59'43"E, 95.93 FEET; THENCE S.72°05'45"E., A DISTANCE OF 1,018.37 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 14,014,076.58 SQUARE FEET OR 321.7189 ACRES, IS SITUATED IN SECTIONS 5,6, & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST , CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "E" ON THE HERE TO ATTACHED PLAT.

**EXHIBIT 1-B**

**SURVEY MAP OF PROJECT SITE**

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

**EXHIBIT 2-A**

**PROJECT AND FACILITY DESCRIPTION**

[To be provided by the Tenant Prior to the Ground Lease Commencement Date.]

**EXHIBIT 2-B**

**GENERAL ARRANGEMENT/SCHEMATIC OF FACILITY**

[To be provided by the Tenant Prior to the Ground Lease Commencement Date.]

**EXHIBIT 3**

**TENANT'S RESOLUTION**

**EXHIBIT 4**

**LANDLORD'S RESOLUTION**

**EXHIBIT 5**

**FORM OF NON-DISTURBANCE AGREEMENT**

WHEN RECORDED RETURN TO:

[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

**FORM OF RECOGNITION AND NON-DISTURBANCE AGREEMENT**

This Recognition and Non-Disturbance Agreement (this "Agreement") is made as of this [ ] day of [ ], 20[ ], by and among [ ] ("Landlord"), for the benefit of [ ], as Collateral Agent for the Secured Creditors (as defined below) (in such capacity and together with any successor thereto, the "Collateral Agent") and is acknowledged and agreed by VENTURE GLOBAL CALCASIEU PASS, LLC, a Delaware limited liability company ("Tenant").

**RECITALS**

- A. Landlord is the owner of certain immovable (real) property including improved and unimproved lands and certain water and surface and subsurface rights situated in Cameron Parish, Louisiana and more particularly described on Exhibit A hereto (the "Project Site").
- B. Landlord, as lessor, and Tenant, as lessee, are parties to that certain Ground Lease Agreement, dated as of [ ], 20[ ] (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Ground Lease").
- C. Tenant is owns, operates and maintains a natural gas liquefaction facility, and all of the improvements, fixtures, and equipment constituting such facility (the "Facility").
- D. In connection with the financing of the development, construction, and operation of the Facility (the "Financing"), Tenant will enter into one or more agreements with Collateral Agent and various financial institutions therein named from time to time as secured parties and agents acting for the secured parties (such agreements together with any other agreements with financial institutions (and their agents) who may provide senior secured indebtedness (including any hedging arrangements) to Tenant, the "Financing Documents" and such financial institutions and agents acting for the financial institutions, the "Secured Parties") pursuant to which the Secured Parties will make certain loans and provide certain other financial accommodations to Tenant.
- E. Pursuant to the Financing Documents, Collateral Agent has or will acquire, on behalf of the Secured Parties, among other things, a first lien security interest in and lien upon Tenant's interest in the Facility.



F. Collateral Agent requires that Landlord enter into this Agreement as a condition precedent to the consummation of the transactions contemplated by the Financing Documents. Landlord is entering into this Agreement in accordance with Section 23.11(c) of the Ground Lease.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby represents, warrants, and agrees in favor of Collateral Agent as follows:

### AGREEMENT

1. At the request of Tenant and to allow for the Financing, Landlord acknowledges, agrees, and confirms that Landlord has affirmatively released, disclaimed, and waived any and all security interests and liens, whether arising at common law, by statute, or under any provision of the Ground Lease) it may have (presently or in the future) in and to any and all goods, wares, equipment, fixtures, furniture, component parts or other constructions, improvements, and other property of Tenant, real and personal, presently or hereafter located on the Project Site, including without limitation the Facility (all of the foregoing, the “Facility Assets”), and notwithstanding the degree to which any of the same are or may be attached to the Project Site. To fully confirm such release and waiver, Landlord hereby conveys to Tenant all right, title, and interest in and to the Facility Assets.

2. Landlord acknowledges and agrees that (a) among other things, all of Tenant’s right, title, and interest in and to the Facility Assets will be pledged to the Collateral Agent and the Secured Parties as security in connection with the Financing and (b) the Collateral Agent shall have the right to remove or cause the removal of the Facility Assets, in whole or in part, from the Project Site at any time and from time to time until the 180<sup>th</sup> day following termination or expiration of the Ground Lease (the period ending such 180<sup>th</sup> day being hereinafter referred to as the “Initial Removal Period”), whether or not in connection with Collateral Agent’s or the Secured Parties’ exercise of any rights or remedies with respect to such security and whether or not a default exists under the Financing Documents or the Ground Lease; provided, that if such removal cannot reasonably be accomplished within the Initial Removal Period, Collateral Agent shall have up to 915 additional days (i.e., together with the Initial Removal Period, a total of 1,095 days) to accomplish such removal (such additional period being hereinafter referred to as the “Extended Removal Period” and, the Initial Removal Period together with the Extended Removal Period, if so extended, being referred to as the “Removal Period”), so long as Collateral Agent shall have commenced, during the Initial Removal Period, efforts to effectuate such removal and diligently pursue the same. Landlord further agrees that Landlord will not hinder the Collateral Agent’s actions in removing the Facility Assets from the Project Site or the Collateral Agent’s actions in otherwise enforcing its security interest in the Facility Assets. Landlord acknowledges and agrees that the Collateral Agent shall have no obligation to remove the Facility Assets from the Project Site.

3. Landlord acknowledges and agrees that neither (a) the granting of the first priority security interests, liens, and encumbrances in and to the Facility and the Facility Assets from time to time in favor of the Collateral Agent, (b) the collateral assignment by Tenant to Collateral Agent of the Ground Lease and all of Tenant’s rights and interests thereunder (all of the items described in the immediately preceding clauses (a) and (b), collectively, and together

with any other collateral provided under the Financing Documents, the “Collateral”), nor (c) the foreclosure or other realization in any form by Collateral Agent upon the Collateral, shall alone constitute a default under the Ground Lease or permit Landlord to terminate or suspend or otherwise limit Tenant’s rights or benefits under the Ground Lease or re-enter or repossess the Project Site or the improvements thereon or otherwise be the basis for the exercise of any right or remedy by Landlord. Landlord hereby expressly consents to the granting of any such security interests, liens, and encumbrances in and to, and the collateral assignment of, the Collateral to Collateral Agent.

4. In the event of a default by Tenant under the Ground Lease and prior to any termination of the Ground Lease by Landlord, Landlord acknowledges and agrees that Landlord shall provide Collateral Agent with notice of the same and Collateral Agent shall have the right (but not the obligation) to commence to cure such default within the same period of time as Tenant has under the Ground Lease, plus an additional sixty (60) days. Landlord agrees that Landlord shall not terminate this Ground Lease in connection with any such default so long as Collateral Agent has cured or commenced to cure and continues diligently to cure in accordance with the foregoing.

5. Landlord will not amend, modify, cancel or terminate the Ground Lease without Collateral Agent’s prior written consent, and any such action taken without Collateral Agent’s consent shall not be binding on Tenant or Landlord or their respective successors and assigns (and this Ground Lease shall be interpreted as if such action was not taken); provided, that if Tenant is in default beyond the applicable notice and cure periods under the Ground Lease and Collateral Agent fails to act under Section 6 hereof within the applicable time periods set forth in Section 4, then Collateral Agent’s prior written consent shall not be required for Landlord to exercise any right to terminate this Ground Lease that Landlord may have under Section 15 of the Ground Lease.

6. Landlord shall simultaneously deliver to Collateral Agent copies of all notices, statements, information and communications delivered or required to be delivered to Tenant pursuant to the Ground Lease, including, without limitation, any notice of default by Tenant. In addition, Landlord shall promptly notify Collateral Agent in writing of any failure by Tenant to perform any of Tenant’s obligations under the Ground Lease. No notice, statement, information, or communication given by Landlord to Tenant shall be binding or affect Tenant or Collateral Agent or their respective successors and assigns unless a copy of the same shall have simultaneously been delivered to Collateral Agent in accordance herewith. All notice to Collateral Agent shall be addressed to Collateral Agent at the address set forth on the Collateral Agent’s signature page to this Agreement, and shall be delivered in a manner permitted under (and shall be deemed delivered in accordance with) Section 10. Notwithstanding anything to the contrary herein or in the Ground Lease, Landlord shall not exercise any remedies related to Tenant’s default under the Ground Lease until (a) Landlord has delivered notice of such default to Collateral Agent pursuant to this Section 6 and (b) all applicable cure commencement periods following the delivery of such notice have expired.

7. Landlord hereby covenants and agrees that in the event that the Ground Lease is terminated for any reason, or in the event the Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor’s rights, upon Collateral Agent’s request,

Collateral Agent shall have the applicable rights and obligations as provided in Sections 23.9 and 23.10 of the Ground Lease.

8. Landlord agrees that neither Collateral Agent nor any of the Secured Parties shall be liable for the performance or observation of any of the representations, warranties, terms, obligations, or duties of Tenant under the Ground Lease.

9. Landlord and Tenant hereby represent and warrant to the each other and to the Collateral Agent that:

(a) the execution, delivery, and performance by such party of this Agreement has been duly authorized by all necessary governmental action, and does not and will not require any further consents or approvals which have not been obtained, or violate any provisions of any law, regulation, order, judgment, injunction, or similar matters or breach any agreement presently in effect with respect to or binding on such party; and

(b) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms except as enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights generally or by general principles of equity, including the possible unavailability of specific performance or injunctive relief, regardless of whether such enforceability is considered in proceeding in equity or at law, or by principles of public policy.

10. (a) All notices, demands, and requests which may or are required to be given hereunder shall be in writing, delivered by personal service, overnight courier, or shall be sent by facsimile or United States registered or certified mail, return receipt and signature requested, postage prepaid, to the parties at the addresses set forth on the signature pages hereto or to such other numbers and addresses as any party may from time to time designate by written notice to the other parties hereto at least fifteen (15) days in advance of the effective date stated therein.

(b) Notices, demands, and requests which may or shall be served in accordance with this Section 10 shall be deemed sufficiently served or given for all purposes hereunder at the earlier of (i) the time such notice, demand, or request shall be received by the addressee or (ii) four (4) days after posting via United States registered or certified mail, return receipt and signature requested, postage prepaid.

11. This Agreement shall be binding upon and benefit the successors, transferees, and assigns of Landlord (including, without limitation, any successor owner of the property described in the Ground Lease), Tenant, Collateral Agent (including, without limitation, any entity that refinances all or any portion of the indebtedness outstanding under the Financing), provided the other parties receive the name and address (in the United States) of such entity in accordance with Section 10. Landlord shall disclose the terms and conditions of this Agreement to any purchaser or successor to Landlord's interest in the Project Site. Each of the parties hereto consent and agree to the recording of this Agreement in the appropriate public records. Notwithstanding that the provisions of this Agreement are self-executing, Landlord agrees to confirm such continuing obligation in writing upon the reasonable request of Tenant or Collateral Agent or any of their respective successors, transferees, or assigns. No termination, amendment, variation, or waiver of, or supplement to any provision of this Agreement shall be effective unless in writing and signed by Landlord, Tenant, and the Collateral Agent.

12. This Agreement shall terminate upon the receipt by Landlord of written certification from the Collateral Agent that the Financing has been paid in full and all of the obligations under the Financing Documents related thereto have been satisfied. Upon the occurrence of the event described in the preceding sentence, this Agreement shall be deemed terminated with respect to the Ground Lease, and Landlord, Tenant, and Collateral Agent shall be released, relieved, and discharged from any obligation or liability hereunder with respect to the Ground Lease other than any obligation or liability accruing prior to the termination of this Agreement, other than the obligation to execute a recordable form of release of this Agreement and the Financing Documents.

13. Landlord agrees to execute, acknowledge, and deliver such further instruments and documents as Collateral Agent may reasonably request and as are reasonably necessary to allow for proper recording of this Agreement or to otherwise accomplish the purposes of this Agreement, including without limitation authorizing all such filings as may be requested to validly release or to properly evidence Landlord's release of any liens in and to the Facility Assets. Upon termination of this Agreement, Collateral Agent will execute and file of record such instruments as are required to evidence the termination of this Agreement and the other Financing Documents. The provisions of this Section 12 will survive expiration or termination of this Agreement.

14. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter covered hereby and supersedes any and all prior negotiations, representations, agreements, or understandings related hereto. This Agreement supersedes any provision of the Ground Lease which is expressly inconsistent with the terms hereof.

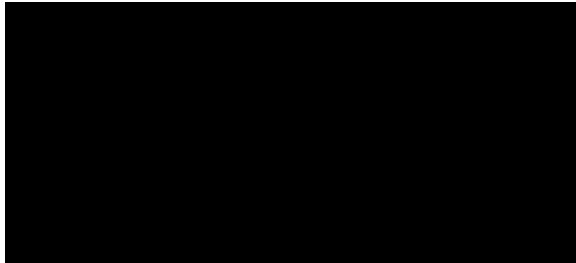
15. This Agreement may be executed by the parties hereto (a) in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument and (b) via facsimile or electronic transmission with the facsimile or electronic signature of any party on this instrument or a counterpart hereof being considered valid, binding, and effective for all purposes.

16. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Louisiana.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**LANDLORD:**



\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
**NOTARY PUBLIC**

**TENANT:**

**VENTURE GLOBAL CALCASIEU PASS, LLC**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
**NOTARY PUBLIC**

**COLLATERAL AGENT:**

[\_\_\_\_\_]

\_\_\_\_\_  
WITNESS

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
**NOTARY PUBLIC**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

**13 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE S.00°35'10"W., A DISTANCE OF 1,619.34 FEET ALONG THE EAST LINE OF SECTION 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST TO A POINT BEING MARKED BY A FOUND 4" TRANSITE PIPE; THENCE N.89°24'41"W., A DISTANCE OF 1,321.14 FEET TO A POINT BEING MARKED BY A SET ONE AND A QUARTER INCH DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 885.47 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 732.98 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 676.76 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 59.94 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE N.00°36'56"E., A DISTANCE OF 284.89 FEET TO A POINT BEING MARKED BY A FOUND 1.25" DIAMETER IRON PIPE; THENCE S.89°27'01"E., A DISTANCE OF 201.04 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.35°37'17"E., A DISTANCE OF 367.98 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' N.89°82'56"E OF TRUE POSITION; SAID POINT BEING THE POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 42°39'13"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 632.78 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE, OFFSET 63.02' S.00°38'57"E. OF TRUE POSITION; THENCE N.78°16'30"E., A DISTANCE OF 402.91 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 728.99 FEET TO A POINT BEING MARKED BY A SET 1.25" DIAMETER IRON PIPE; THENCE N.89°27'01"W., A DISTANCE OF 1,119.26 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 569,028.55 SQUARE FEET OR 13.0631 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "D" ON THE HERE TO ATTACHED PLAT.

**16 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON

PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.72°05'45"W., A DISTANCE OF 1,018.37 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 94.75 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 6°32'27", AND CHORD OF N.20°24'44"E, 94.70 FEET; THENCE N.17°08'31"E., A DISTANCE OF 488.20 FEET ALONG SAID RIGHT-OF-LINE TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 230.84 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 20°59'39", AND CHORD OF N.06°38'41"E, 229.55 FEET; THENCE S.72°05'45"E., A DISTANCE OF 819.72 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 726,895.21 SQUARE FEET OR 16.6873 ACRES, IS SITUATED IN SECTIONS 6 & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST , CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "F2" ON THE HERE TO ATTACHED PLAT.

### **321 Acre Tract**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.89°23'17"E., A DISTANCE OF 4,151.09 FEET TO POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 330.15 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°56'33"W., A DISTANCE OF 759.51 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°19'17"W., A DISTANCE OF 84.97 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID POINT BEING THE POINT OF BEGINNING; THENCE S.01°19'50"W., A DISTANCE OF 814.24 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°59'32"W., A DISTANCE OF 785.80 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°58'57"W., A DISTANCE OF 930.52 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'40"W., A DISTANCE OF 776.09 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH



DIAMETER IRON PIPE; THENCE S.00°39'53"W., A DISTANCE OF 565.19 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°11'52"W., A DISTANCE OF 440.92 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°22'57"W., A DISTANCE OF 423.69 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.01°08'07"W., A DISTANCE OF 990.50 FEET TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.00°27'34"W., A DISTANCE OF 103.48 FEET TO A POINT ALONG THE GLO MEANDER LINE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.79°00'00"W., A DISTANCE OF 871.65 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°00'00"W., A DISTANCE OF 930.60 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE S.80°59'56"W., A DISTANCE OF 707.11 FEET ALONG SAID MEANDER LINE TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°26'04"E., A DISTANCE OF 1,126.85 FEET TO A POINT BEING MARKED BY A FOUND 1.25 INCH DIAMETER IRON PIPE; THENCE N.01°13'11"E., A DISTANCE OF 1,487.61 FEET TO A NON TANGENT POINT OF CURVATURE BEING MARKED BY FOUND 1.25 INCH DIAMETER IRON PIPE AND BEING ALONG THE EAST RIGHT-OF-WAY LINE OF PARISH ROAD NO. 3143; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 376.34 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID NON TANGENT CURVE HAVING A RADIUS OF 2,230.00 FEET, A CENTRAL ANGLE OF 09°40'10", AND CHORD OF N.47°38'31"E, 375.89 FEET; THENCE N.42°48'26"E., A DISTANCE OF 542.03 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE N.42°32'07"E., A DISTANCE OF 731.72 FEET ALONG SAID RIGHT-OF-LINE TO A POINT OF CURVATURE BEING MARKED BY SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 390.53 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 1,830.00 FEET, A CENTRAL ANGLE OF 12°13'18", AND CHORD OF N.36°25'18"E, 389.79 FEET; THENCE N.30°18'29"E., A DISTANCE OF 144.89 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF CURVATURE BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; THENCE ALONG A CURVE TO THE LEFT DISTANCE OF 95.98 FEET ALONG SAID RIGHT-OF-WAY TO A POINT BEING MARKED BY A SET 1.25 INCH DIAMETER IRON PIPE; SAID CURVE HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 06°37'32", AND CHORD OF N.26°59'43"E, 95.93 FEET; THENCE S.72°05'45"E., A DISTANCE OF 1,018.37 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 14,014,076.58 SQUARE FEET OR 321.7189 ACRES, IS SITUATED IN SECTIONS 5,6, & 7 TOWNSHIP 15 SOUTH, RANGE 9 WEST , CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "E" ON THE HERE TO ATTACHED PLAT.

