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By Email to DOE/FE: at 1:16 pm, Apr 29, 2014

April 29, 2014

VIA EMAIL

Larine A. Moore
U.S. Department of Energy
P. O. Box 44375
Washington, D.C. 20026-4375

Re: Supplement to Texas LNG, LLC, Docket No. 13-160-LNG

Dear Ms. Moore:

Enclosed for filing in the above Texas LNG Docket is a First Amendment to Option to Lease between Texas LNG, LLC and the Brownsville Navigation District. This Amendment moves the LNG export project to a more efficient site and expands the square footage. We also enclose a new Exhibit A showing the amended location of the LNG plant; Exhibit B showing the amended site plan; and Exhibit C showing a revised schematic.

Sincerely,



William S. Garner, Jr.
Shareholder

WSG/lpd
Enclosure

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HOU 408011020v1

*OPERATES AS GREENBERG TRAURIG MAHER LLP
**OPERATES AS GREENBERG TRAURIG, S.C.
*A BRANCH OF GREENBERG TRAURIG, P.A., FLORIDA, USA
**STRATEGIC ALLIANCE
*OPERATES AS GREENBERG TRAURIG GRZEMIAK SPK.

First Amendment to Option to Lease

This First Amendment to Option to Lease (hereinafter "Amendment") dated April 20, 2014 (hereinafter "Effective Date"), is entered into between the Brownsville Navigation District of Cameron County, Texas, a political subdivision of the State of Texas (hereinafter "Optionor") and Texas LNG, LLC (hereinafter "Optionee"). Optionor and Optionee may be referred to herein, collectively as "Parties" and individually as a "Party".

Recitals

WHEREAS, the Parties entered into that certain Option to Lease Agreement, (hereinafter "Agreement") effective December 20, 2013, whereby Optionee acquired from Optionor the option to lease the premises, described in the attached **Exhibit A** (hereinafter "Premises"), for the purpose of a liquid natural gas import/export facility, upon the terms and conditions included in said Agreement; and

WHEREAS, the Parties wish to change the location and size of the optioned Premises under the Agreement by replacing the 51.21 acre optioned Premises on the South side of the ship channel with a 111.5 acre tract on the north side of the ship channel. Said 111.5 acre tract is described in the attached **Exhibit B** (hereinafter "Revised Premises").

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. The Parties hereby agree that the Premises as described in the attached **Exhibit A** is no longer covered under the Agreement.

2. The Parties hereby agree that the Revised Premises as described in the attached **Exhibit B** replaces the Premises describe in the attached **Exhibit A** and Optionee hereby acquires from Optionor the option to lease the Revised Premises for the purpose of a liquid natural gas import/export facility upon the terms and conditions included in the Agreement.

3. Optionee agrees to pay to Optionor, as consideration for an option to lease on the Revised Premises, an additional option fee equal to **TWENTY THREE THOUSAND FOUR HUNDRED EIGHTY NINE AND 17/100 DOLLARS (\$23,489.17)** (based on the 10% option rate for a 60.29 acre tract at a leasing rate of \$5,844.00 per acre, per year, for the period between April 20, 2014 and December 20, 2014) (hereinafter "Additional Option Fee"). The Additional Option Fee shall be due and payable upon execution of this Amendment.

3. The Parties hereby agree that the total Option Fee for each Extension Term (as defined in the Agreement) shall equal **SIXTY FIVE THOUSAND ONE HUNDRED SIXTY AND 60/100 DOLLARS (\$65,160.60)** (based on the 10% option rate for a 111.5 acre tract at a leasing rate of \$5,844.00 per acre, per year).

4. Optionor or Optionee shall within (5) days of the execution of this Amendment, execute and acknowledge a memorandum of amendment to lease option in the form attached hereto as **Exhibit C** (hereinafter "Memorandum of Option") which may, at Optionee's sole option, be recorded in the Real Property Records of Cameron County, Texas. Nothing in such Memorandum of Option shall modify or amend any provision of the Agreement or this Amendment. Upon the termination of the Agreement and at the request of either Party hereto, Optionor and Optionee shall enter into and record a memorandum evidencing such termination in a form reasonably satisfactory to each of the Parties.

5. The effective date of this Amendment shall be April 20, 2014.

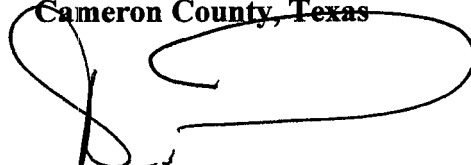
6. All other terms and conditions of the Agreement remain in full force and effect.

Signature Page to Follow...

IN WITNESS WHEREOF, the parties have executed this Amendment to Option to Lease as of the day and year first written above.

OPTIONOR:

**Brownsville Navigation District of
Cameron County, Texas**

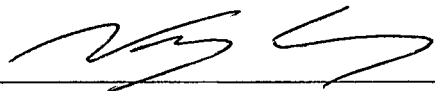


By: Sergio Tito Lopez, Chairman

Attested to by Secretary

OPTIONEE:

Texas LNG, LLC

By:  _____

Name: VIVEK CHANDRA

Its: CEO, TEXAS LNG, LLC

Exhibit A

Legal Description of the Premises

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
51.21 ACRE TRACT

December 19, 2013

BEING 51.21 ACRES of land, comprised of a portion of the Gatewood Newberry Patent, Tract 318, Abstract 269, G.L.O. File S.F. 12924, Share 2, and 3, in San Martin Grant, Abstract 6, and a portion of Patent No. 68, Abstract 264, Survey 665 from the State of Texas to Brownsville Navigation District in Cameron County, Texas, said 51.21 Acre tract being more fully described as follows:

COMMENCING at U.S.E.D Station 60+108.89 on the centerline of the Brownsville Ship Channel having coordinate values: X=2,387,981.48 and Y=116,257.99; thence South 32 deg. 21 min. 25 sec. East, 250.01 feet to a point on the South Right-of-Way line of the Brownsville Ship Channel's perpetual Right-of-Way Easement; thence along the South Right-of-way line of the Brownsville Ship Channel, North 57 deg. 38 min. 35 sec. East, 16,452.94 feet; thence along the East boundary line of the Disposal Area No. 5 2,198.93 Acres, South, 32 deg. 20 min. 02 sec. East, 350.00 feet to a point for the Northwest corner of a certain 295.00 Acre Tract; thence along a line parallel to and 600.0 feet from the centerline of the Brownsville Ship Channel, North 57 deg. 38 min. 35 sec. East, at 3,161.95 a point for the Northeast corner of said 295.00 Acre Tract, a total distance of 6,776.31 feet for the Northwest corner and PLACE OF BEGINNING of this tract;

THENCE continuing along said line parallel to and 600.0 feet from the centerline of the Brownsville Ship Channel, North 57 deg. 38 min. 35 sec. East, 1,500.00 feet to a point for the Northeast corner of this tract;

THENCE leaving the South Right-of-way line of line of the Brownsville Ship Channel, South 35 deg. 49 min. 16 sec. East, at 721.36 feet a point at the Northwest corner of Placement Area No. 4B, a total distance of 1,014.33 feet to a point at the Southwest corner of the Placement Area No. 4B, for the Southeast corner of this tract;

THENCE South 28 deg. 26 min. 42 sec. West, 1,788.54 feet to a point for the Southwest corner of this tract;

THENCE North 32 deg. 21 min. 25 sec. West, 1,884.98 feet to the PLACE OF BEGINNING, containing 51.21 Acres of land, more or less.

This description must be verified by a field survey.

SURVEYOR'S NOTE: All bearings and distances are based on the Centerline of the Brownsville Ship Channel, Meridian (N 69 deg. 14 min. E) indicated per South Right-of-Way line of State Highway No. 48 (FM 1792) Texas Highway Department of Transportation Right-of-Way map.

Exhibit B

Legal Description of Revised Premises

Exhibit B

Legal Description of Revised Premises

EXHIBIT "A"

TEXAS LNG, LLC

METES AND BOUNDS DESCRIPTION

111.5 ACRE TRACT

March 26, 2014

BEING 111.5 ACRES of land out of Share 3, San Martin Grant, Cameron County, Texas, said 111.5 Acre Tract being more particularly described as follows:

BEGINNING at the intersection point of the U.S.E.D. Station 40+626.52 and the North 6+00 Reference Line from the original centerline of the Brownsville Ship Channel, said point being the Southeast corner of the 400.0 Ft. Gayman Channel Easement, thence along the North 6+00 original reference line South 57 deg. 38 min. 35 sec. West, 400.0 feet to a point for the Southeast corner and **PLACE OF BEGINNING** of this tract;

THENCE along the North 6+00 Reference Line from the original centerline of the Brownsville Ship Channel, South 57 deg. 38 min. 35 sec. West, 2,404.80 feet to a point on the Southeast corner of the approximately location cat corridor for the Southwest corner of this tract;

THENCE along the East line of the approximately location cat corridor, North 55 deg. 54 min. 55 sec. West, 2,225.49 feet to a point on the South Right-of-Way line of said State Highway No. 48, for a corner of this tract;

THENCE along the South Right-of-Way line of said State Highway No. 48, North 57 deg. 38 min. 35 sec. East, 2,404.80 feet to a point on the Northwest corner of said Gayman Channel Easement, for the Northeast corner of this tract;

THENCE along the west line of said 400.00 Ft. wide Gayman Channel Easement, South 55 deg. 54 min. 55 sec. East, 2,225.49 feet to the **PLACE OF BEGINNING**, containing 111.5 Acres of land, more or less.

This description is not based on an on-the-ground survey.

Exhibit C

MEMORANDUM OF FIRST AMENDMENT TO OPTION TO LEASE

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CAMERON §

This MEMORANDUM OF FIRST AMENDMENT TO OPTION TO LEASE (this "Memorandum of Option") is made and entered into effective as of the 20th day of April, 2014 by and between the **BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS**, a navigation district organized, created and existing under and by virtue of the laws of the State of Texas, with its domicile in Brownsville, Cameron County, Texas, ("Optionor") and the **TEXAS LNG, LLC** ("Optionee").

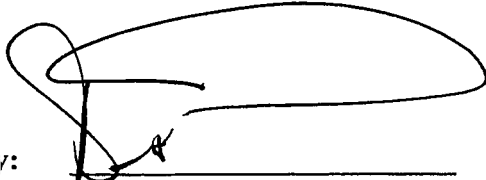
Optionor and Optionee are parties to the Option to Lease dated as December 20, 2013 (said Option to Lease, as heretofore amended, the "Option Agreement"), covering certain real property situated in Cameron County, Texas, and more particularly described on Exhibit "A" attached hereto and incorporated for all purposes (the "Property"). Pursuant to the terms of the Option Agreement, Optionor granted to Optionee an option to lease the Property, as more particularly described in the Option Agreement. The Option Agreement shall expire on December 20, 2014, unless earlier terminated or extended pursuant to the terms therein. Optionor and Optionee agreed on April 20, 2014 to change the location and size of the optioned Premises under the Agreement by replacing the 51.21 acre optioned Premises, as described on Exhibit A, with a 111.5 acre tract. Said 111.5 acre tract is described in the attached Exhibit B attached hereto and incorporated for all purposes (the "Revised Property").

NOW, THEREFORE, the parties hereto have entered into this Memorandum of Option to acknowledge and place as a matter of public record the aforementioned Option Agreement. Nothing in this Memorandum of Option shall alter or amend any of the terms of the Option Agreement.

EXECUTED effective as of the date first above written.

OPTIONOR:

**Brownsville Navigation District
Of Cameron County, Texas**

By: 
Sergio Tito Lopez, Chairman

OPTIONEE:

Texas LNG, LLC



By: 

Name: VIVEK CHANDRA, CEO
Texas LNG
LLC

Its: _____

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

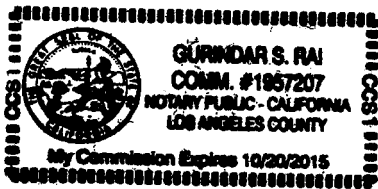
This instrument was acknowledged before me on the 16th day of April, 2014, by **Sergio Tito Lopez**, in his capacity as Chairman of the Board of Navigation and Canal Commissioners of the **Brownsville Navigation District of Cameron County, Texas**.



Beatrice G. Rosenbaum
Notary Public in and for the State of Texas

California
STATE OF ~~TEXAS~~ §
 §
Orange
COUNTY OF ~~CAMERON~~ §

This instrument was acknowledged before me on the 3 day of April, 2014, Vivek Chandra in his capacity as CEO of **Texas LNG, LLC**.



Gurindar S. Rai
Notary Public in and for the State of ~~Texas~~
California

Exhibit A:
Port of Brownsville Location



Exhibit B:

Texas LNG Site Plan with Brownsville Navigation District

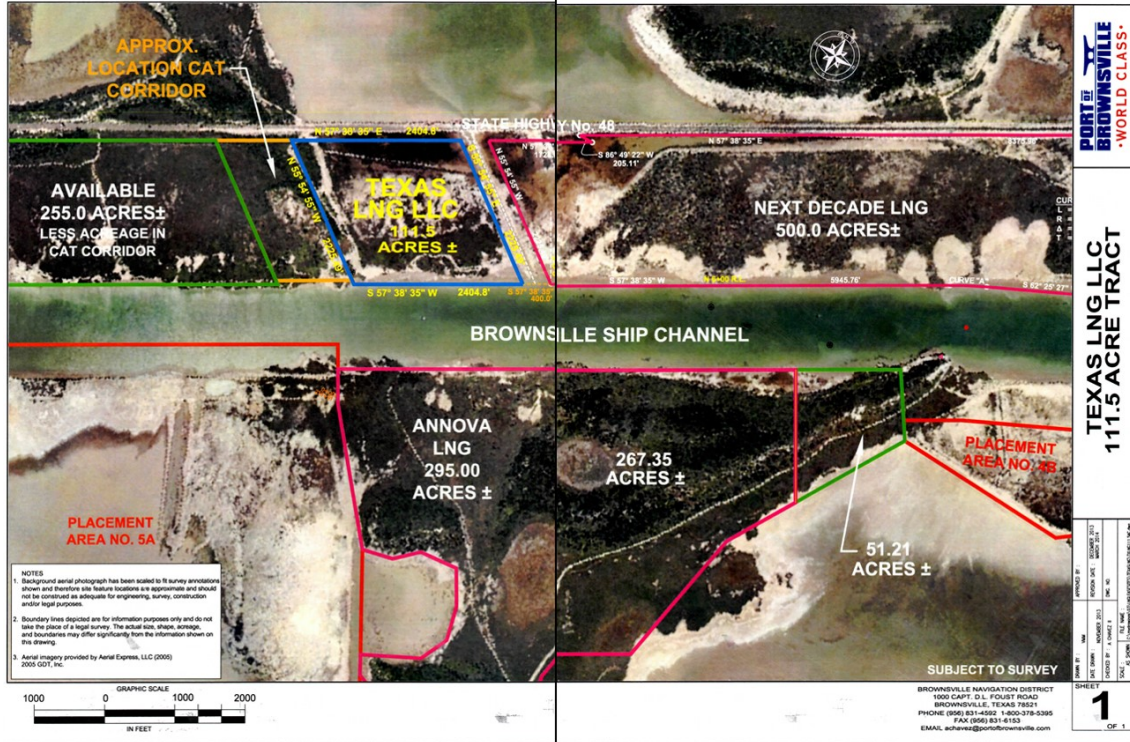


Exhibit C:
Texas LNG Plan Schematic

