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PROJECT NO. 35077

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INTERCONNECTION AGREEMENTS §
PURSUANT TO SUBST. R. §25.195(e) §

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November 17, 2017

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AMENDMENT NO. 1

This AMENDMENT ("*Amendment*") is entered into as of November 8, 2017 ("*Effective Date*"), and is attached to and made a part of that certain ERCOT Standard Generation Interconnection Agreement between Freeport LNG Expansion, L.P. ("*Generator*") and CenterPoint Energy Houston Electric, LLC ("*Transmission Service Provider*"), dated January 13, 2014 ("*Agreement*").

In accordance with the requirements of Section 10.12 of the Agreement, Generator and Transmission Service Provider agree to amend the Agreement as follows:

1. In Section 2.2 of Exhibit "A" to the Agreement, the language shall be revised as follows:

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay those costs reasonably incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, on the basis Good Utility Practice (and to the same extent that the PUCT would have otherwise allowed recovery of such costs if Commercial Operation had been achieved) in order to interconnect the Generator as contemplated under this Agreement. The TSP shall apply, to the extent available, the Financial Security Arrangement provided by the Generator pursuant to Section 8.3, to recover the TSP's costs. If the Financial Security Arrangement is not sufficient to cover the foregoing costs incurred by (or committed to be incurred by) the TSP, the Generator shall reimburse the TSP for remaining amounts owed pursuant to this Section 2.2 that are not provided by the Financial Security Arrangement. In the event of termination by either Party, both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of Sections 2.2 and 2.3 shall survive termination of the agreement.
2. In Section 2B of Exhibit "B" to the Agreement, the TIF In-Service Date shall be revised to be "The later of: (a) June 16, 2017; or (b) 18 months after the NTP Need Date."
3. In Section 2B of Exhibit "B" to the Agreement, the Scheduled Generation Trial Operation Date shall be revised to be "The later of: (a) December 1, 2018; or (b) 1 month after the TIF In-Service Date."
4. In Section 2B of Exhibit "B" to the Agreement, the Scheduled Generation Commercial Operation Date shall be revised to be "The later of (a) June 1, 2019; or (b) 6 months after the TIF In-Service Date."
5. Generator and TSP acknowledge that the revised dates set forth in this Amendment do not reflect any delays to Generator's test operations, commissioning or Commercial Operation of the Plant as a result of Force Majeure events impacting the construction of the Plant (and its related infrastructure, including, the natural gas liquefaction facilities to be operated in support of the Plant) arising from the catastrophic flooding which the area surrounding the Plant experienced in late August and early September 2017. Execution of this Amendment does not waive Generator's right to notify TSP of delays resulting from those or subsequent Force Majeure events if it is determined that those events have caused a delay in the test operations, commissioning or Commercial Operation of the Plant.

6. This Amendment modifies the Agreement as set forth herein. To the extent any provisions of this Amendment are inconsistent with, conflict with, or vary from the provisions of the Agreement, the provisions of this Amendment shall control. Terms not defined in this Amendment shall have the meaning set forth in the Agreement. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect.
7. This Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same Amendment.

IN WITNESS WHEREOF, Company and Employer have caused this Amendment to be signed and delivered by their duly authorized officers, and such Amendment shall be effective on the Effective Date.

Generator:

Transmission Service Provider:

Freeport LNG Expansion, L.P.

CenterPoint Energy Houston Electric, LLC

**By: Freeport LNG Expansion GP, LLC,
its general partner**

By: SZCL

By: [Signature]

Name: _____

Name: Martin Narendorf Jr.

Title: _____

Title: U.P. Power Delivery Solutions

Date: _____

Date: 11/10/2017

