RECEIVED
By Docket Room at 4:30 pm, Oct 02, 2025

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT

	)	
Lake Charles LNG Export Company, LLC	)	**Docket Nos. 13-04-LNG and**
	)	**16-109-LNG**
	)	

MOTION FOR LEAVE TO ANSWER AND ANSWER OF LAKE CHARLES LNG EXPORT COMPANY, LLC TO JOINT REQUEST FOR REHEARING

Pursuant to Sections 590.302(a) and 590.505 of the regulations of the Department of Energy ("DOE"),[1] Lake Charles LNG Export Company, LLC ("Lake Charles LNG Export") submits this motion for leave to answer and answer ("Answer") to the Request for Rehearing jointly filed by For a Better Bayou, Habitat Recovery Project, Healthy Gulf, Louisiana Bucket Brigade, Micah 6:8 Mission, Sierra Club, Vessel Project of Louisiana and Public Citizen, Inc. (collectively, "Petitioners") in this proceeding on September 19, 2025 ("Joint Request for Rehearing"). For the reasons explained herein, Lake Charles LNG Export respectfully requests that the Department of Energy's Office of Fossil Energy and Carbon Management ("DOE/FECM") accept this Answer and dismiss the Joint Request for Rehearing based on its violation of DOE's procedures and regulations or reject the Joint Request for Rehearing based on its lack of merit.

I.
<u>BACKGROUND</u>

On April 17, 2025, Lake Charles LNG Export filed an application ("Extension Application") at DOE/FECM for an amendment to its non-FTA Export Order Nos. 3868 and 4010[2] to extend the commencement of export operations deadline to December 31, 2031. On June 2,

---

[1] 10 C.F.R. §§ 590.302(a) and 590.505 (2025).
[2] *Lake Charles LNG Export Co., LLC*, DOE/FE Order No. 3868 (issued Jul. 29, 2016); *Lake Charles LNG Export Co., LLC*, DOE/FE Order No. 4010 (issued Jun. 29, 2017).

2025, DOE published the Extension Application in the Federal Register and established a thirty (30) day comment period.[3] The Federal Register Notice mandated that motions to intervene and protests be filed no later than 4:30 p.m., Eastern time, July 2, 2025.[4]

DOE on its own accord took administrative notice that, on May 8, 2025, the Federal Energy Regulatory Commission ("FERC") issued an order granting Lake Charles LNG Export and its affiliates an extension of time "until and including December 31, 2031," to construct the export project and related pipeline modifications ("Project") and make it available for service.[5] Healthy Gulf, Louisiana Bucket Brigade and Sierra Club are intervenors in the underlying proceeding at FERC. Neither these entities nor any other person protested the request for an extension at FERC or sought rehearing of the FERC order.

On July 1, 2025, Public Citizen, Inc. ("Public Citizen") filed a Motion to Intervene in this proceeding. Public Citizen did not file a protest to the Extension Application. On July 2, 2025, For a Better Bayou, Habitat Recovery Project, Healthy Gulf, Louisiana Bucket Brigade, Micah 6:8 Mission, Sierra Club and Vessel Project of Louisiana (collectively, "Environmental Advocates") jointly filed a Motion to Intervene and Protest in this proceeding. In Order Nos. 3868-E and 4010-E, DOE found that Environmental Advocates were "the only parties who filed a protest in this proceeding[.]"[6]

---

[3] Department of Energy, Docket Nos. 13-04-LNG and 16-109-LNG, Lake Charles LNG Export Company, LLC; Application for an Amendment to Extend the Commencement of Operations Deadline in Long-Term Authorizations to Export Liquefied Natural Gas, 90 FR 23324 (Jun. 2, 2025) ("Federal Register Notice").

[4] *Id.*

[5] *Id.* at 23325; *see Lake Charles LNG Export Co., LLC et al.*, Letter Order, Docket Nos. CP14-119-000 et al. (May 8, 2025).

[6] *Lake Charles LNG Export Co., LLC*, Order Amending Long-Term Authorizations to Export Liquefied Natural Gas to Non-Free Trade Agreement Countries, DOE/FECM Order Nos. 3868-E and 4010-E, at 7 (issued Aug. 22, 2025).

On August 22, 2025, DOE issued Order Nos. 3868-E and 4010-E (together, "Extension Order") amending Lake Charles LNG Export's long-term authorizations to export liquified natural gas to non-free trade agreement countries to provide that the deadline to commence exports be extended from December 16, 2025 to December 31, 2031. The DOE issued a press release on the Extension Order, wherein DOE Secretary Wright stated:

> On the heels of President Trump's historic trade negotiations, demand for secure, reliable American LNG is surging. The Department of Energy is ensuring companies like Lake Charles LNG are prepared meet this global demand while advancing commonsense policies that support American jobs and lower energy costs here at home.[7]

In addition, DOE Principal Deputy Assistant Secretary of DOE/FECM stated that "[g]ranting this commencement extension furthers the Trump Administration's priority of unleashing American Energy, a radical shift from the last administration, whose actions undermined the progress of Lake Charles LNG for years."[8]

On September 19, 2025, Petitioners filed their Joint Request for Rehearing of the Extension Order.

II.
MOTION FOR LEAVE TO ANSWER

DOE's rules do not generally allow answers to a request for rehearing. However, "DOE has traditionally accepted such answers when the answer is relevant to DOE's consideration of the issues raised in the rehearing request."[9] Lake Charles LNG Export's Answer is relevant to DOE's

[7] Press Release, Department of Energy, *DOE Grants Lake Charles LNG Additional Time to Commence Exports | Department of Energy*, (Aug. 22, 2025).
[8] *Id.*
[9] *American LNG Marketing LLC*, DOE/FECM Order No. 5172-A, Docket No. 14-209-LNG, at 9 (issued Oct. 30, 2024) (DOE/FECM found good cause to accept answer that was directly responsive to petitioner's factual contentions in the rehearing request); *see also Alaska LNG Project LLC*, DOE/FECM Order No. 3643-D, Docket No. 14-96-LNG, at 10-11 (issued Jun. 14, 2023) (DOE/FECM granted motion for leave to answer a rehearing request); *Magnolia LNG, LLC*, DOE/FECM Order No. 3909-D, Docket No. 13-132-LNG, at 5 (issued Jun. 24, 2022)

consideration of the Joint Request for Rehearing because this Answer responds directly to the assertions of law and fact proffered by the Petitioners in their Joint Request for Rehearing and sets out a procedural defect that is fatal to the Joint Request for Rehearing. This Answer will assist DOE in fully considering all issues when acting on the Joint Request for Rehearing. Therefore, Lake Charles LNG Export respectfully submits that good cause exists to grant leave to answer and accept this Answer.

III.
ANSWER

A. BECAUSE NOT ALL OF THE PETITIONERS PROTESTED THE EXTENSION APPLICATION, THE JOINT REQUEST FOR REHEARING MUST BE DISMISSED IN ITS ENTIRETY ON PROCEDURAL GROUNDS

One of the Petitioners, Public Citizen, did not protest the Extension Application. Therefore, Public Citizen is raising arguments in protest of the Extension Application for the first time in the Joint Request for Rehearing in violation of DOE's procedures and regulations. Accordingly, DOE should dismiss the Joint Request for Rehearing pursuant to its regulations and past precedent. DOE mandated in the Federal Register Notice that motions to intervene and protests were to be filed no later than 4:30 p.m., Eastern time, July 2, 2025. Public Citizen filed a motion to intervene on July 1, 2025 but did not protest the Extension Application. DOE found that Environmental Advocates were "the only parties who filed a protest in this proceeding[.]"[10]

(DOE/FECM granted the motion to answer as responsive to the rehearing request); *Golden Pass LNG Terminal LLC*, DOE/FECM Order No. 3978-F, Docket No. 12-156-LNG, at 6 (issued Jun. 24, 2022) (DOE/FECM granted motion for leave to answer because it was relevant to DOE's consideration of the procedural issues arising out of the rehearing request); *Alaska LNG Project LLC*, DOE/FE Order No. 3643-B, Docket No. 14-96-LNG, at 11 (issued Apr. 15, 2021) (DOE/FE granted motion for leave to intervene a rehearing request).

[10] Extension Order at 7.

Public Citizen chose to remain silent as to the merits of the Extension Application and did not file a protest by DOE's July 2, 2025 deadline. It was not until September 19, 2025 that Public Citizen joined forces with Environmental Advocates and protested the Extension Application in the form of the Petitioners' Joint Request for Rehearing. Petitioners did not fulfill their duty of candor and explain to DOE that one of the Petitioners did not file a protest and chose to remain silent until the filing of the Joint Request for Rehearing.[11] As a result of Petitioners' silence, they did not make any arguments in their Joint Request for Rehearing attempting to show good cause for filing such pleading to present Public Citizen's late protest in this proceeding.

Petitioners disregarded the requirements on protests set forth in DOE's procedures at 10 C.F.R. §§ 590.304(c) and 590.304(e). Section 509.304(c) states that a protest "shall be considered as a statement of position of the person filing the protest[.]"[12] Section 590.304(e) states that protests may be filed "no later than the date fixed for filing protests in the applicable [DOE] notice[.]"[13] Public Citizen is not allowed to "sit on its hands" and wait over three months after the deadline to protest the Extension Application. Public Citizen's and Environmental Advocate's violation of DOE rules and procedures is disruptive to the administrative process as it has the effect of moving the target for parties seeking a final administrative decision. In addition, such non-compliance with the rules presents fairness and due process concerns because Lake Charles LNG Export does not have the ability to answer a rehearing request as a matter of right. There must be

[11] *See* Joint Request for Rehearing at 8 (Petitioners noted that Environmental Advocates filed a motion to intervene and protest and that Public Citizen filed a motion to intervene. Petitioners did not explain that Public Citizen did not file a timely protest but, instead, included its protest in the Joint Request for Rehearing.).

[12] 10 C.F.R. § 590.304(c) (2025).

[13] 10 C.F.R. § 590.304(e) (2025).

consequences to Public Citizen's "wait and see approach" and Environmental Advocates' decision to allow a non-protesting intervenor to be a Petitioner in the Joint Request for Rehearing.

Public Citizen and Environmental Advocates (which include Sierra Club) are well aware of DOE's regulations and the consequences of flouting them. Over thirteen years ago, DOE concluded in *Sabine Pass* that "Sierra Club, like other members of the public, had a responsibility to comply with the filing deadlines established in the Notice of Application if it wanted to raise issues …"[14] DOE dismissed Sierra Club's late motion to intervene and protest in *Sabine Pass* because such filing "would unnecessarily delay the final agency action and unfairly prejudice the parties to the proceeding."[15] More recently, in *Golden Pass LNG Terminal* (and *Magnolia LNG* issued the same day), DOE dismissed Sierra Club's request for rehearing because Sierra Club did not file a timely protest and only contested the application in its request for rehearing after DOE issued the order. DOE found that "Sierra Club's 'wait-and-see' approach to objecting to the Amendment Application upon rehearing after DOE issues an order is improper."[16] DOE found that Sierra Club's actions would render DOE's comment period meaningless and raise fairness and due process concerns regarding the finality of its orders:

> In the instant Amendment Application, Sierra Club chose not to contest it and, in any event, has not made any arguments to show good cause for its actions and inaction. Where an intervenor or person did not timely contest an application and fails to show good cause for its failure but raises

[14] *Sabine Pass Liquefaction, LLC*, DOE/FE Order No. 2961-A, Docket No. 10-111-LNG, at 25 (issued Aug. 7, 2012), *reh'g denied*, Order No. 2961-B, Docket No. 10-111-LNG (issued Jan. 25, 2013).
[15] *Sabine Pass Liquefaction, LLC*, DOE/FE Order No. 2961-A at 26.
[16] *Golden Pass LNG Terminal LLC*, DOE/FECM Order No. 3978-F, Docket No. 12-156-LNG, at 10 (issued Jun. 24, 2022); *see also Magnolia LNG, LLC*, DOE/FECM Order No. 3909-D, Docket No. 13-132-LNG, at 8-9 (issued Jun. 24, 2022) (DOE denied Sierra Club's rehearing request finding that allowing it in the absence of Sierra Club timely protesting the application "would upend DOE's established administrative process, undermining the public interest in administrative efficiency and finality and rendering its comment period meaningless" and "would also exacerbate fairness and due process concerns for parties seeking finality in administrative decisions.").

> objections for the first time on rehearing of a final order, DOE finds that reconsideration of Order No. 3978-E would upend DOE's established administrative process, undermining the public interest in administrative efficiency and finality and rendering its comment period meaningless. It would also exacerbate fairness and due process concerns for parties seeking finality in administrative decisions.[17]

Sierra Club and the rest of Environmental Advocates are well aware that it is improper for a petitioner to contest an application for the first time in a rehearing request and the consequence of such a maneuver is a dismissal of the rehearing request in its entirety. Pursuant to section 19(a) of the Natural Gas Act, an aggrieved party must file a request for rehearing within thirty days after issuance of the DOE order.[18] Petitioners are not permitted to amend their Joint Request for Rehearing to withdraw Public Citizen as a Petitioner because the thirty day period for filing a rehearing request expired as of September 22, 2025. DOE does not have discretion under Section 590.310 or any other regulation to allow post-thirty day amendments to the Joint Request for Rehearing or the refiling of such request to correct defects.[19] The thirty-day rehearing deadline is a statutory requirement that cannot be waived or extended.[20]

---

[17] *Golden Pass,* DOE/FECM Order No. 3978-F at 9, citing *Tennessee Gas Pipeline Co. v. FERC*, 871 F.2d 1099 (D.C. Cir 1989).

[18] 15 U.S.C. § 717r(a) ("Any person, State, municipality, or State commission aggrieved by an order issued by the Commission in a proceeding under this act to which such person, State, municipality, or State commission is a party may apply for a rehearing within thirty days after the issuance of such order").

[19] 10 C.F.R. § 590.310 (2025) ("Failure to request additional procedures within the time specified in the notice of application or in the notice of procedure, if applicable, shall constitute a waiver of that right unless the Assistant Secretary for good cause shown grants additional time for requesting additional procedures.").

[20] *See Cities of Campbell et al. v. FERC*, 770 F.2d 1180, 1183 (D.C. Cir. 1985) ("The 30-day time requirement of [the analogous provision in the Federal Power Act] is as much a part of the jurisdictional threshold as the mandate to file for a rehearing."); *Boston Gas Co. v. FERC*, 575 F.2d 975, 977-98, 979 (1st Cir. 1978) (describing section 19(a) of the Natural Gas Act as "a tightly structured and formal provision. Neither [FERC] nor the courts are given any form of jurisdictional discretion.").

As set out above, it is highly prejudicial to Lake Charles LNG Export for Public Citizen to ignore the deadline for filing protests and instead raise its protest arguments for the first time in a rehearing request. This prejudice is not negated by the fact that the remainder of the Petitioners (i.e., Environmental Advocates) raised similar arguments in their joint protest. First, the arguments in the Joint Request for Rehearing are not identical to the arguments in Environmental Advocates' protest. Public Citizen did not file a protest in this proceeding and instead silently laid in wait. Lake Charles LNG Export has a right to respond to each and every protester but cannot do so if a protest is not filed and, instead, slipped into a request for rehearing. Second, the Petitioners disregarded DOE's regulations and did not fulfill their duty of candor by allowing Public Citizen to be a Petitioner and boot strap its late protest into a rehearing request. Such a tactic in clear violation of DOE's regulations and procedures should not be rewarded or brushed aside.[21] DOE has many times warned Sierra Club and other parties that their disregard of regulations has severe consequences. Petitioners, jointly and as a whole, are responsible for the fatal procedural defect in their Joint Request for Rehearing. Accordingly, Lake Charles LNG Export respectfully requests that DOE dismiss the Joint Request for Rehearing in its entirety based on its violation of DOE's procedures and regulations.

[21] Such a maneuver would open the door for any intervenor to keep silent as to its protest to an application until it joins an intervenor that did timely protest and then spring its protest in the joint rehearing request. Then, this formerly non-protesting party arguably would be free to file its own independent court challenge. Clearly, this foreseeable course of events would unnecessarily burden this proceeding and severely prejudice Lake Charles LNG Export. *See Commonwealth LNG, LLC*, DOE/FECM Order No. 5238, Docket No. 19-134-LNG, at 39 (issued Feb. 14, 2025) ("[W]e agree that allowing these late interventions would 'unnecessarily burden the proceeding and severely prejudice Commonwealth.'").

B. DOE GRANTS EXTENSION APPLICATIONS FOR GOOD CAUSE ON A CASE-BY-CASE BASIS AND THEREFORE ITS PREVIOUS DENIAL OF AN EXTENSION APPLICATION IS IRRELEVANT

Petitioners' main argument is that the Extension Order is arbitrary and capricious because it allegedly is inconsistent with DOE's denial of Lake Charles LNG Export's extension requests in 2023 and DOE did not show changed facts or changed policy.[22] Petitioners also erroneously claim that the facts in 2025 are "substantially the same" as the facts in 2023.[23] However, Petitioners ignore two fundamental realities:

- DOE found that its "reasoning in [the 2023 orders denying an extension] is not relevant to DOE's evaluation of the current Extension Application – which is based on different policy considerations and additional facts presented by Lake Charles LNG Export[.]"[24] This is reasoned decision-making because DOE had announced in the Federal Register that its policy is to grant "extensions for good cause shown on a case-by-case basis[.]"[25] Therefore, DOE's denial of an extension request in 2023 is irrelevant for purposes of granting an extension request in 2025.
- DOE explained how the facts in 2025 are drastically different than the facts in 2023, both as to the regulatory landscape and Lake Charles LNG Export's actions to

---

[22] Joint Request for Rehearing at 2 and 9-13.

[23] ***See, e.g.***, ***id.*** at 2 (DOE's 2023 denial was "based on substantially similar facts" as existing for 2025), 12 ("The facts are largely unchanged since Lake Charles LNG Export's 2022 Extension Application …"), 13 ("DOE has arbitrarily reached a contrary conclusion applying the same policy to substantially similar facts.") and 19 ("… Lake Charles LNG Export and DOE have failed to point to any changes in the facts …").

[24] Extension Order at 30.

[25] ***Id.*** at 6; U.S. Dep't of Energy, Rescission of Policy Statement on Export Commencement Deadlines in Authorizations to Export Natural Gas to Non-Free Trade Agreement Countries, 90 Fed. Reg. 14,411 (Apr. 2, 2025).

advance the Project despite the challenging, completely unforeseen circumstances outside of its control.

1. **Due to dramatic changes in energy policy in 2025, the regulatory landscape is vastly different than what existed in 2023 when DOE denied Lake Charles LNG Export's previous extension request.**

DOE set out in great detail that the regulatory landscape and the country's energy policy are fundamentally different in 2025, as compared to 2023.[26] Petitioners ignore the many changes in the regulatory landscape and instead argue that "[t]he facts are largely unchanged since Lake Charles LNG Export's 2022 Application, and DOE fails to explain how its conclusions here can be squared with the factual findings it made in denying that application."[27] On the contrary, DOE found "that Environmental Advocates 'completely ignore[] the sea change in energy policy' that has occurred since April 2023".[28] DOE characterized its previous denial as an action "reflect[ing] a regulatory landscape in 2023 that generally disfavored commencement extensions."[29] DOE held that "the regulatory landscape for export commencement extensions has fundamentally changed since April 2023."[30] In support, DOE listed the various energy policy changes, including Executive Orders by President Trump, rescission of the 2023 Policy Statement on extensions, DOE's approvals of commencement date extensions for Golden Pass and Delfin, and DOE's 2024 LNG Export Study.[31]

---

[26] Extension Order at 5-6, 11-13, 21-22 and 28-32.
[27] Joint Request for Rehearing at 12.
[28] Extension Order at 28.
[29] *Id.* at 29.
[30] *Id.* at 30.
[31] *Id.* at 28-32; *see also Delfin LNG LLC*, DOE/FECM Order Nos. 3393-C et al. (issued Mar. 10, 2025); *Golden Pass LNG Terminal LLC*, DOE/FECM Order Nos. 3147-F et al. (issued Mar. 5, 2025).

For instance, a few months after DOE's 2023 denial of Lake Charles LNG Export's previous extension request, then-President Biden announced a "pause" on the review and any approvals of all pending and future non-FTA applications at DOE.[32] However, the Trump administration fundamentally changed the Nation's energy policy by eliminating the "regulatory barriers standing in the way of unleashing U.S. liquefied natural gas (LNG exports)," including the Biden-era policy that "made it unnecessarily rigid to obtain and maintain an authorization to export U.S. LNG to non-free trade agreement countries."[33] Petitioners ignore the reality that DOE announced that it has "return[ed] to a common-sense policy on reviewing commencement date extensions."[34] Upon issuing the Extension Order, DOE stated that "[g]ranting this commencement extension furthers the Trump Administration's priority of unleashing American Energy, a radical shift from the last administration, whose actions undermined the progress of Lake Charles LNG for years."[35]

The Trump administration has taken bold action to dramatically change the direction of U.S. energy policy through a mandate that once again America's energy abundance is to be recognized as a tremendous asset and not a liability. In the *Unleashing American Energy* Executive Order, the Secretary of Energy was directed to "restart reviews of applications for approvals of liquified natural gas export projects as expeditiously as possible, consistent with

[32] The Courts subsequently found President Biden's "pause" to be unlawful and enjoined DOE from halting and/or pausing the approval process for pending and future applications for LNG exports to non-FTA countries. *State of Louisiana, et al. v. Joseph R. Biden, et al.*, Case No. 2:24-CV-00406 (W.D. La. July 1, 2024). In contravention of the Court's order, the Biden administration did not end the "pause". *See* Extension Application at 17-20.

[33] *Energy Department Takes Action to Remove Barriers for Requests to LNG Export Commencement Date Extensions*, (Apr. 1, 2025), https://www.energy.gov/articles/energy-department-takes-action-remove-barriers-requests-lng-export-commencement-date.

[34] *Id.*; *see also* Extension Order at 12-13.

[35] Press Release, Department of Energy, *DOE Grants Lake Charles LNG Additional Time to Commence Exports | Department of Energy*, (Aug. 22, 2025).

applicable law."[36] The Executive Order stated that "[i]n assessing the 'Public Interest' to be advanced by any particular application, the Secretary of Energy shall consider the *economic and employment impacts* to the United States and the *impact to the security of allies and partners* that would result from granting the application."[37] Secretary Wright stated that ending the LNG export freeze was one example of a common sense energy policy replacing burdensome and unreasonable government overreach. Overall, "[a] strong energy foundation, expanded energy infrastructure, more American ingenuity, and fewer barriers mean a stronger America" and "we're just getting started."[38]

President Trump also issued the *Declaring a National Energy Emergency* Executive Order because the United States had been hampered in the use of its abundant energy resources to better the lives of its citizens and to aid its foreign allies and partners.[39] The Executive Order states:

> Moreover, the United States has the potential to use its unrealized energy resources domestically, and to sell to international allies and partners a reliable, diversified, and affordable supply of energy. This would create jobs and economic prosperity for Americans forgotten in the present economy, improve the United States' trade balance, help our country compete with hostile foreign powers, strengthen relations with allies and partners, and support international peace and security. Accordingly, our Nation's dangerous energy situation inflicts unnecessary and perilous constraints on our foreign policy.[40]

President Trump's energy policies will enable the United States to fully use its unrealized energy resources domestically and to sell to its allies and trade partners a reliable, diversified, and

---

[36] Exec. Order No. 14154, *Unleashing American Energy*, 90 Fed. Reg. 8353 (Jan. 29, 2025) (issued Jan. 20, 2025).
[37] *Id.* (emphasis added).
[38] *Statement from Energy Secretary Chris Wright on President Trump's Joint Address to Congress*, (Mar. 4, 2025), https://www.energy.gov/articles/statement-energy-secretary-chris-wright-president-trumps-joint-address-congress.
[39] Exec. Order No. 14156, *Declaring a National Energy Emergency*, 90 Fed. Reg. 8433 (Jan. 29, 2025) (issued Jan. 20, 2025).
[40] *Id.*

affordable supply of energy. The export of U.S. LNG is at the forefront of this effort to increase energy production that will benefit the U.S. economy, catalyze U.S. employment growth, and promote energy security for its allies and trade partners. As Secretary Wright has declared, "[w]hen American energy is unleashed, human lives are bettered."[41] The Extension Order cites to such Executive Orders and fully reflects this new energy policy outlook.[42]

In addition, DOE held that its "2024 LNG Export Study supports continued exports of U.S. LNG on the basis of far-reaching positive benefits to the U.S. economy and energy."[43] The following are the key findings of DOE's May 19, 2025 response to the comments on the 2024 LNG Export Study:[44]

- U.S. domestic natural gas supply is sufficient to meet domestic and market-based global demand for U.S. natural gas (including LNG).

- Increasing U.S. LNG exports increases U.S. GDP.

- Higher levels of U.S. LNG exports will have a beneficial impact on the U.S. trade balance.

- Increased LNG exports are projected to have relatively modest impacts on prices and there has not been a consistent effect of U.S. LNG exports on prices to date. The potential price impacts from increased LNG exports modeled in the 2024 LNG Study are within the range of prices observed over the past five years, and those price impacts are below the price increases from U.S. LNG exports modeled in DOE's 2018 LNG Export Study.

- Increased U.S. LNG exports would enhance national and energy security for the United States, as well as U.S. allies and trading partners.

- Increased U.S. exports of LNG are more likely to displace other sources of natural gas, along with coal and oil, than to replace renewable energy.

- Natural gas production and the development of natural gas export infrastructure provide economic support to the communities in which they occur, including increased levels of employment.

---

41 *Statement from Energy Secretary Chris Wright* (Feb. 3, 2025), https://www.energy.gov/articles/statement-energy-secretary-chris-wright.
42 *See* Extension Order at 5-6, 12-13, 21-22, 28-29 and 32-33.
43 *Id.* at 31-32.
44 *See* DOE's response to comments on the 2024 LNG Export Study: Energy, Economic and Environmental Assessment of U.S. LNG Exports, at 47-49 (issued May 19, 2025).

- Natural gas production, processing, and transportation have environmental effects. Federal, state, and local regulatory requirements, that are outside DOE's authority over LNG exports, include measures to reduce or mitigate any potential related impacts.

The above DOE position in 2025 stands in stark contrast to then-DOE Secretary Granholm's 2024 statement on the release of the study that it "reinforces that a business-as-usual approach [to LNG exports] is neither sustainable or advisable", "recommends a cautious approach going forward", recommends that "[a]ccounting for the GHG intensity of LNG cargoes should be a central consideration for future operations of the DOE program", and demonstrates that "the amounts that have already been approved will be more than sufficient to meet global demand for U.S. LNG for decades to come."[45]

DOE also found that FERC's May 8, 2025 grant of an extension to Lake Charles LNG Export "to be a compelling factor."[46] DOE explained that it has a responsibility to independently evaluate the Extension Application and the discretion to impose a different deadline than FERC. Nevertheless, it took notice that FERC closely oversees the activities that advance the construction and operation of the Project and that "[b]ased on the same facts submitted to DOE in the Extension Application, FERC determined that an extension of the construction and in-service deadline to December 31, 2031, was appropriate."[47] DOE noted that the extension request at FERC was uncontested.[48] That is material because Healthy Gulf, Louisiana Bucket Brigade and Sierra Club are intervenors in the underlying proceeding at FERC, but chose to remain silent at FERC and only protest the Extension Application at DOE.

---

[45] *Statement from U.S. Secretary of Energy Jennifer M. Granholm on Updated Final Analyses* (Dec. 17, 2024) (emphasis in original).
[46] Extension Order at 32.
[47] *Id.*
[48] *Id.* at n. 181.

DOE adequately explained how the Extension Order is fully aligned with the Nation's new energy policies under the Trump Administration. Petitioners' arguments to the contrary are meritless.

2. DOE explained the circumstances outside of Lake Charles LNG Export's control that necessitated the extension.

Petitioners argue that DOE did not adequately explain why the various circumstances outside of Lake Charles LNG Export's control support the showing of good cause.[49] To the contrary, DOE fully explained the circumstances outside of Lake Charles LNG Export's control that necessitated the extension. DOE noted that Lake Charles LNG Export set out various factors that caused delay.[50] Petitioners neither contest that these factors caused delay nor that they were outside of Lake Charles LNG Export's control.[51]

Lake Charles LNG Export explained in detail the circumstances outside of its control that caused it to require an extension, which DOE summarized in the Extension Order.[52] Lake Charles LNG Export filed for its first extension at DOE in March 2020 due to a material change in BG Group plc, one of the two original sponsors of the Project. In a large, complex international merger, BG Group plc (one of the two original sponsors of the Project) was acquired in 2016 by Shell Oil and during the resulting integration process Shell Oil reevaluated the Project. Due to such reevaluation, new Project agreements between Shell Oil and Energy Transfer LP, the parent of Lake Charles LNG Export ("Energy Transfer") had to be renegotiated and the parties did not

[49] Joint Request for Rehearing at 24-27.
[50] Extension Order at 32-34.
[51] *Id.* at 22.
[52] *Id.* at 10-13 and 32-34; *see also* Extension Application at 12-24; Answer of Lake Charles LNG Export Company, LLC in Opposition to Motions to Intervene and Protest, Docket Nos. 13-04-LNG and 16-109-LNG, at 11-15 (Jul. 7, 2025) ("July 7 Answer").

complete this complicated process until March 2019. On October 6, 2020, DOE granted an extension until December 17, 2025 to account for the Project's construction schedule.

In the spring of 2020, Energy Transfer received bids from two engineering, procurement, and construction ("EPC") contractors to build the Project components that were not already constructed. At the same time, the world-wide COVID-19 pandemic started to cause a major worldwide economic downturn. The Project was specifically impacted by COVID-19. The resulting economic downturn almost entirely shut down the demand for long-term LNG export contractual commitments for the Lake Charles LNG terminal for over two years. Lake Charles LNG Export's prospective international customers could not forecast future demand for LNG based on the unknown duration and extent of the impacts of the pandemic. In addition, citing the impacts of COVID-19, Shell Oil withdrew as a Project sponsor on April 1, 2020 and Energy Transfer assumed 100% ownership and control of the Project. It was not until early to mid-2022, as the effects of COVID-19 began to lessen and worldwide demand for LNG began to increase following Russia's invasion of Ukraine, that Energy Transfer was able to ramp up its development activities.

The COVID-19 pandemic also caused significant supply chain issues that resulted in severe shortages of critical LNG equipment to be used in the Project, particularly electrical components, heat exchangers, turbines and compressors, as well as substantial increases in the cost of materials. These issues ultimately led to the determination by the Project's two potential EPC contractors that they could not honor their prior EPC bids. The two EPC contractors started a nine-month process in early Fall of 2022 to solicit updated bids from every supplier of materials and parts for the Project. The process for obtaining new bids was time-consuming and arduous and Energy Transfer paid nearly $25 million for the bid updating process alone. Energy Transfer did not receive revised final bids from the two EPC contractors until May 2023. Upon receipt of the revised bids, Energy Transfer began negotiating the EPC contract. Negotiations of an EPC contract are time consuming and complicated. As such, negotiations were not completed until September 2024 when Energy Transfer and KTJV, a joint venture between KBR and Technip Energies, executed the EPC contract.

FERC cited the unforeseen impacts of the COVID-19 pandemic on the Project as grounds for its extension of Lake Charles LNG Export's FERC deadline.[53] DOE also recognized the difficulties caused by COVID-19 and the resulting additional demands by EPC contractors.[54] In addition, the low availability of qualified EPC contractors, as evidenced by the recent bankruptcy of Golden Pass LNG's EPC contractor, Zachry Industrial, Inc.,[55] delayed and complicated Energy Transfer's finalization of its EPC contract.[56]

In June 2022, Lake Charles LNG Export filed for an extension with DOE, citing the same grounds that FERC found to be good cause to grant a similar extension in May 2022. Despite FERC's finding of good cause for an extension, DOE denied Lake Charles LNG Export's request

---

[53] *Lake Charles LNG Co., LLC et al.*, 179 FERC ¶ 61,086 at P 21 (2022) ("[t]he unforeseeable impacts of the COVID-19 pandemic combined with [the movants'] continued interest in the project satisfy [FERC]'s good cause inquiry.").

[54] *See Delfin LNG*, DOE/FECM Order Nos. 3393-C and 4028-D at 10 ("…, according to Delfin, the global COVID-19 pandemic disrupted LNG project financing, 'and U.S. LNG projects generally ceased to make progress.'"); *Golden Pass LNG Terminal LLC*, DOE/FECM Order Nos. 3147-F and 3978-G at 10 (issued Mar. 5, 2025) ("In 2022, Zachry demanded certain cost and schedule adjustments under the EPC Contract, including for COVID-related delays and transportation cost increases.").

[55] *See Golden Pass LNG Terminal LLC*, DOE/FECM Order Nos. 3147-F and 3978-G at 15 (Golden Pass LNG "has established that it is unable to comply with its existing export commencement deadline (September 30, 2025) due to extenuating circumstances outside of its control—both the work stoppage and bankruptcy filing of its lead contractor, Zachry, and related delays as [Golden Pass LNG] seeks to complete construction of the Project with a new lead contractor.").

[56] *See* Extension Order at n. 63.

for a DOE deadline extension on April 21, 2023,[57] and issued the now-rescinded Biden-era extension policy. At DOE's direction, and having no other recourse, Lake Charles Exports, LLC ("LCE") filed an application at DOE in August 2023 for a new non-FTA authorization in order to achieve a new commencement of export operations deadline for the Project.[58] Energy Transfer's continued need for a later DOE deadline for the commencement of exports (i.e., to at least match FERC's extension date) was the sole reason for LCE filing the application for a new non-FTA authorization. DOE did not act on LCE's new application and President Biden announced on January 26, 2024 a formal "pause" on the review and any approval of all non-FTA applications at DOE, leaving the Project in limbo.

The Biden Administration's "pause" on DOE's review of LCE's application caused considerable angst among the companies that previously had entered into long-term LNG offtake contracts with Energy Transfer for the Project. These offtake customers have real world needs for these committed LNG volumes. In addition, Energy Transfer's discussions with other LNG customers and with potential equity participants in the Project experienced setbacks due to the uncertainty of the timing and substance of DOE's review process related to the "pause." Even though a Federal court ruled that the "pause" violated the express language of the Natural Gas Act requiring expeditious ruling on non-FTA applications,[59] DOE did not act on LCE's April 2023

---

[57] *Lake Charles LNG Export Co., LLC*, Order Denying Application for Second Extension of Deadline to Commence Exports of Liquefied Natural Gas to Non-Free Trade Agreement Countries, DOE/FECM Order Nos. 3868-B and 4010-B (issued Apr. 21, 2023); *see also Lake Charles Exports, LLC*, Order Denying Application for Second Extension of Deadline to Commence Exports of Liquefied Natural Gas to Non-Free Trade Agreement Countries, DOE/FECM Order Nos. 3324-C and 4011-B (issued Apr. 21, 2023).

[58] *Lake Charles Exports, LLC*, Application of Lake Charles Exports, LLC for Long-term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Countries and Request for Expedited Consideration, Docket No. 23-87-LNG (filed Aug. 18, 2023).

[59] *State of Louisiana et al. v. Jospeh R. Biden et al.*, Case No. 2:24-CV-00406 (order issued Jul. 1, 2024).

application. It took an executive order by President Trump on January 20, 2025 to restart reviews of pending DOE non-FTA export applications. DOE's failure to grant Lake Charles LNG Export's extension and its failure to act on LCE's application for a new export authorization based on the "pause" significantly affected the commercialization of the Project for nearly two years.[60]

Despite the above recitation of facts, Petitioners claim without support that "none of the regulatory delays DOE identifies impacted this project."[61] Petitioners' claim is nonsensical because DOE made an explicit ruling in the Extension Order that the regulatory delays negatively impacted the progress of the Project. DOE found as follows:

> We are persuaded by Lake Charles LNG Export that these regulatory delays created significant uncertainty that affected its ability to continue commercializing the Project, in turn impairing its ability to reach FID, construct the Project, and commence exports—even apart from the earlier delays cited in its 2022 Extension Application. For this reason, we disagree with Environmental Advocates that Lake Charles LNG Export is merely making a "circular argument." To the contrary, we find that Lake Charles LNG Export (as well as Energy Transfer and LCE) pressed forward with a variety of efforts to advance the Project with the goal of commencing exports before its existing export commencement deadline expires on December 16, 2025, but was unsuccessful due to circumstances outside of its control.[62]

---

[60] *See Delfin LNG,* DOE/FECM Order Nos. 3393-C and 4028-D at 20-21 (DOE found that Delfin could not comply with the export commencement deadline due to extenuating circumstances outside of its control, including "MARAD declin[ing] to issue the [Deepwater Port] license due to extenuating circumstances outside of [Delfin's] control" and that Delfin "could not obtain a space on [the shipbuilder's] construction schedule due to uncertainties over the timing of [Delfin's] financing while it pursued its final [Deepwater Port] license issuance.").

[61] Joint Request for Rehearing at 27.

[62] Extension Order at 33-34, citing *Appalachian Voices, et al. v. FERC,* 139 F.4th 903, 913 (D.C. Cir. 2025) (in examining reasons for delay under FERC's good cause standard for extensions, FERC "has found a wide range of circumstances to support good cause, including legal or litigation-related barriers"); *see also Sierra Club v. FERC,* 97 F.4th 16, 24-25 (D.C. Cir. 2024) (Court pointing out FERC orders finding good cause due to (i) delay caused by lawsuit, (ii) delay caused by legal challenges affecting permits from five different federal agencies, and (iii) delay caused by COVID-19's disruption of state agencies, construction activities, and material procurement).

The Petitioners fail to show that DOE's findings are arbitrary and capricious in any manner. In reviewing FERC extension orders, the Courts did not ask "whether a regulatory decision is the best one possible or even whether it is better than the alternatives."[63] Instead, the Courts have held that they "must uphold [a grant of an extension] if [FERC] has 'examine[d] the relevant [considerations] and articulate[d] a satisfactory explanation for its action[,] including a rational connection between the facts found and the choice made."[64] The Courts have found that, with respect to FERC extensions, delays caused by COVID-19 and legal and regulatory matters support a finding of good cause for extensions.[65] These Court rulings are applicable to DOE because both FERC's and DOE's actions are governed by the Natural Gas Act. DOE examined the reasons for delay, adequately explained its finding of good cause and used its broad discretion to grant Lake Charles LNG Export an extension.[66]

C. DESPITE THE CHALLENGING, COMPLETELY UNFORESEEN CIRCUMSTANCES OUTSIDE OF ITS CONTROL, LAKE CHARLES LNG EXPORT DILIGENTLY AND IN GOOD FAITH HAS MADE ONGOING AND SUBSTANTIAL EFFORTS TO ADVANCE THE DEVELOPMENT OF THE PROJECT

Petitioners argue that "Lake Charles LNG Export has failed to make the same progress that its peer LNG developers have been able to achieve far more quickly."[67] This is similar to an argument made by Environmental Advocates that "the progress made by Lake Charles LNG

---

[63] *Id.* at 23, citing *FERC v. Elec. Power Supply Ass'n*, 577 U.S. 260, 292 (2016).
[64] *Sierra Club*, 97 F.4th at 23, citing *Motor Vehicle Mfrs. Ass'n of U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983); *see also Appalachian Voices*, 139 F.4th at 913.
[65] *Sierra Club*, 97 F.4th at 29; *Appalachian Voices*, 139 F.4th at 914.
[66] *Id.* at 912-13, citing *Sacramento Mun. Util. Dist. v. FERC*, 616 F.3d 520, 533 (D.C. Cir. 2010) ("[FERC's] assessment of what is necessary or appropriate … in the context of extending deadlines … is 'entitled to substantial deference' because it involves a 'judgment … [of] regulatory policy at the core of FERC's mission", as well as "deference to 'technical inquir[ies] properly confided to FERC's judgment."); *Sierra Club*, 97 F.4th at 29 ("FERC enjoys broad discretion in determining whether a project developer has demonstrated 'good cause' for an extension[.]").
[67] Joint Request for Rehearing at 18.

Export towards commercialization of the project is not significant enough to establish good cause…"[68] DOE found such argument to be without merit as it is "seeking to hold Lake Charles LNG Export to an unreasonably high standard of progress that is not supported by DOE's precedent under the case-by-case evaluation at issue here."[69] Similarly, the Court in *Sierra Club* stated that Sierra Club and Public Citizen "advocate for an unduly high level of stringency in determining good cause" when they argued that "FERC's finding of good cause was insufficiently supported by specific facts about the pandemic's effects on [the pipeline]'s investment decision."[70]

DOE set the standard for granting extensions as follows: "[i]t is sufficient for an authorization holder to demonstrate that it has made good faith efforts to meet its existing export commencement deadline but encountered circumstances that prevented it from doing so."[71] DOE held that "Lake Charles LNG Export has advanced its Project through a variety of commercial, financial, legal, and physical efforts."[72] Despite the above-described completely unforeseen circumstances outside of its control, Lake Charles LNG Export and Energy Transfer have incurred approximately $398 million of costs to develop the Project, which the Petitioners do not contest.[73] Examples of non-refuted, concrete progress on the Project set out in the Extension Application, and summarized in the Extension Order, include:

<u>Commercial and Customer Activities</u>[74]

- As of April 2025, Energy Transfer had executed long-term commercial agreements with LNG offtake customers for approximately 10.0 mtpa of LNG, which was 60% of the FERC-approved LNG production capacity of the Lake Charles LNG terminal for terms of 18-25 years.

---

[68] Extension Order at 34.
[69] *Id.*
[70] *Sierra Club*, 97 F.4th at 29.
[71] Extension Order at 35.
[72] *Id.* at 34.
[73] *Id.* at 13.
[74] *Id.* at 14, 22-23 and 34; Extension Application at 29-32; July 7 Answer at 15-16.

- In April 2025, Energy Transfer signed a Heads of Agreement ("HOA") with MidOcean Energy, an LNG company formed and managed by EIG, a leading institutional investor in the global energy and infrastructure sectors, which provides a framework for the major terms for MidOcean Energy's participation in the Project, including an equity investor that will commit to fund 30% of the construction costs of the Project that will entitle MidOcean to 30% of the LNG production (approximately 5.0 mtpa of LNG).

- In April 2025, Energy Transfer announced on an earnings call that it signed a HOA with a German energy company for 1.0 mtpa of LNG. The identity of this prospective customer is confidential.

- In May 2025, Energy Transfer announced that it had entered into a 20-year term LNG Sale and Purchase Agreement with Kyushu Electric Power Company, Inc. for 1.0 mtpa of LNG.

- In June 2025, Energy Transfer announced that it had entered into an additional 20-year term LNG Sale and Purchase Agreement with Chevron U.S.A. Inc. for an incremental 1.0 mtpa of LNG in addition to the 2.0 mtpa of LNG Chevron signed up for in December 2024.

<u>Construction Activities</u>[75]

- Energy Transfer has received authorizations from FERC and has performed ground disturbance construction at the Project site, including tree clearing of 150 acres, drilling of test piles for the foundation, constructing and maintaining erosion control devices, conducting geotechnical investigations, relocating an existing road and an existing pipeline, and plugging of an oil and gas well on site. After completion of such construction, FERC conducted inspections of the construction and filed Construction Inspection Reports. Energy Transfer also has executed contracts with third-party construction contractors to implement the remaining FERC-approved site preparation work.

- Energy Transfer has maintained, operated and repaired its existing import facilities for use in the Project, including four LNG storage tanks with a total combined storage capacity of 425,000 cubic meters, two deep water loading docks capable of handling large LNG vessels, LNG sendout facilities, and other infrastructure on the 152-acre brownfield import terminal site. The value of these import facilities that will be incorporated into the Project is estimated to be in excess of $1.0 billion.[76] In addition, Energy Transfer has spent nearly

[75] Extension Order at 13-14 and 34-35; Extension Application at 26-28; July 7 Answer at 16-18.

[76] The estimated value is based on a variety of factors, including the estimated cost to construct these facilities under the current cost environment and the overall impact on the construction schedule if the facilities are not already existing. The estimated value of these import facilities is

$8.0 million in maintaining, repairing and upgrading these facilities over the last seven years, including repairs due to several hurricanes, in order for them to be incorporated into the Project.[77] These activities also included actions to maintain such facilities to remain in compliance with U.S. Department of Transportation PHMSA requirements.

- In December 2022, FERC issued Trunkline Gas Company, LLC ("Trunkline") a notice to proceed with construction of a portion of the Pipeline Modifications Project regarding piping modifications of four Trunkline compressor stations to enable bi-directional flow, which was certificated by FERC in the Project's Authorization Order as part of the Project providing capacity for the natural gas to be transported to the Lake Charles LNG terminal for liquefaction. Trunkline put these facilities into service on January 1, 2024 at a cost of approximately $100 million. This portion of the Pipeline Modifications Project is an integral component of the Project.

- Energy Transfer has obtained variance approvals from FERC for various design enhancements to the Project.

- In the spring of 2020, Energy Transfer received bids from two EPC contractors to build the Project components not already constructed. However, the EPC contractors took the position that the bids were invalid due to severe supply-chain disruptions and increased costs stemming from the COVID-19 pandemic. In August 2022, Energy Transfer engaged the two potential EPC contractors to provide updated EPC bids. Energy Transfer paid nearly $25 million for the bid updating process alone, which was not completed until May 2023. Energy Transfer then began the negotiations of the EPC contract, which was executed in September 2024 with KTJV, a joint venture between KBR and Technip Energies.

- Energy Transfer is expending significant manpower resources on improving the design of the Project, as well as developing detailed Project execution plans covering all aspects of construction. Energy Transfer has more than 40 employees actively working on the Project in the areas of engineering and construction, finance, commercial development, legal, public relations, and government affairs, as well as several third-party consulting firms providing services related to engineering and construction, commercial development, and finance.

---

not included in the approximately $398 million that has been spent on the development of the Project.

[77] Such costs to maintain, repair and upgrade these import facilities are not included in the approximately $398 million that has been spent on the development of the Project.

Financing and Equity Activities[78]

- In April 2025, Energy Transfer signed a HOA with MidOcean Energy, which provides a framework for the major terms for MidOcean Energy's participation in the Project, including an equity interest that will commit to fund 30% of the construction costs of the Project that will entitle MidOcean to 30% of the LNG production (approximately 5.0 mtpa of LNG).

- Energy Transfer is in active discussions with various parties for the remaining portion of the equity financing necessary for the Project.

- Energy Transfer engaged a financial advisor related to arranging financing for the Project. Energy Transfer also engaged several consultants to prepare detailed subject matter reports essential for prospective lenders and equity participants; these consultants include an independent engineering consultant, an independent marketing consultant, and an independent environmental consultant. These reports have required months of extensive work by the respective consultants.

Permits and Land[79]

- Lake Charles LNG Export has obtained all required federal, state, and local authorizations and permits related to construction and operation of the Project facilities. Such authorizations and permits have been maintained, remain valid and are in full force and effect.

- Lake Charles LNG Export completed the review and revalidation of the facility Waterway Suitability Assessment, which the U.S. Coast Guard approved in February 2023. As part of the revalidation, Lake Charles LNG Export requested and received an increase in the number of authorized vessels in order to allow the Project to operate more efficiently.

- Energy Transfer has secured all land rights for the 256-acre LNG export terminal parcel.

[78] Extension Order at 14 and 34; Extension Application at 31-32; July 7 Answer at 18.
[79] Extension Order at 14; Extension Application at 31; July 7 Answer at 18.

IV.
CONCLUSION

WHEREFORE, for the reasons set forth herein, Lake Charles LNG Export Company, LLC respectfully requests that DOE/FECM (i) accept this Answer and (ii) dismiss the Joint Request for Rehearing based on its violation of DOE's procedures and regulations or reject the Joint Request for Rehearing based on its lack of merit.

Respectfully submitted,

LAKE CHARLES LNG EXPORT COMPANY, LLC

/s/ Thomas E. Knight
Thomas E. Knight
Vinson & Elkins, LLP
2200 Pennsylvania Avenue, NW
Suite 500 West
Washington, DC 20037
(202) 639-6524
tknight@velaw.com
Attorney for Lake Charles LNG Export Company, LLC

Dated: October 2, 2025

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT

	)	
Lake Charles LNG Export Company, LLC	)	**Docket Nos. 13-04-LNG and**
	)	**16-109-LNG**
	)	

VERIFICATION AND CERTIFIED STATEMENT OF AUTHORIZED REPRESENTATIVE

Washington, DC

BEFORE ME, the undersigned authority, on this day personally appeared Thomas E. Knight, who, having been by me first duly sworn, on oath says that he is an Attorney for Lake Charles LNG Export Company, LLC ("Lake Charles LNG Export"); that he is a duly authorized representative of Lake Charles LNG Export authorized to make this Verification and Certified Statement of Authorized Representative on behalf of Lake Charles LNG Export; that he is authorized to sign and file the foregoing instrument with the Department of Energy's Office of Fossil Energy and Carbon Management on behalf of Lake Charles LNG Export; and that he has read the foregoing instrument and that the facts therein stated are true and correct to the best of his knowledge, information and belief.

/s/ Thomas E. Knight
Thomas E. Knight

SWORN TO AND SUBSCRIBED before me on this 2nd day of October, 2025.

Sanjay Shukla
SANJAY SHUKLA, Notary Public

My Commission expires:
January 1st, 2027

SANJAY SHUKLA NOTARY Exp. - 01/01/27 PUBLIC DISTRICT OF COLUMBIA

SANJAY SHUKLA NOTARY Exp.-01/01/27 PUBLIC DISTRICT OF COLUMBIA

4899-8668-1454v.1

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT

	)	
Lake Charles LNG Export Company, LLC	**)**	**Docket Nos. 13-04-LNG and**
	)	**16-109-LNG**
	)	

CERTIFICATE OF SERVICE

Pursuant to 10 C.F.R. §590.107, I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Department of Energy in this proceeding.

Dated at Washington, D.C. this 2nd day of October, 2025.

/s/ Thomas E. Knight
Thomas E. Knight
Vinson & Elkins, LLP
2200 Pennsylvania Avenue, NW
Suite 500 West
Washington, DC 20037
(202) 639-6524
tknight@velaw.com