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UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
HYDROCARBONS AND GEOTHERMAL ENERGY OFFICE

IN THE MATTER OF:

	)	
Rio Grande LNG Train 6, LLC	)	**Docket No. 26-67-LNG**
	)	

ANSWER IN OPPOSITION TO PROTEST OF SIERRA CLUB, ET AL.

Pursuant to Section 590.304(f) of the United States Department of Energy's ("DOE") regulations,[1] Rio Grande LNG Train 6, LLC ("RGLNG 6") hereby submits the instant answer in opposition ("Answer") to the motion to intervene and protest filed by Sierra Club, South Texas Environmental Justice Network, and Border Workers United (collectively, "Sierra Club, et al.") with DOE's Hydrocarbons and Geothermal Energy Office on August 25, 2026 (the "Protest")[2] in the above-captioned proceeding.

In support of the instant Answer, RGLNG 6 states the following:

I.
BACKGROUND

On June 11, 2026, RGLNG 6 filed an application with DOE ("Application")[3] pursuant to Section 3 of the Natural Gas Act ("NGA")[4] seeking long-term, multi-contract authorization to export domestically produced liquefied natural gas ("LNG") in a volume equivalent to approximately 312.05 billion cubic feet ("Bcf") of natural gas per year from an expansion (the "Rio Grande LNG Expansion Project" or "Project") of the previously authorized Rio Grande LNG

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1 10 C.F.R. § 590.304(f) (2025).

2 *Rio Grande LNG Train 6, LLC*, South Texas Environmental Justice Network, Sierra Club, and Border Workers United's Motion to Intervene and Protest of Application, Docket No. 26-67-LNG (August 25, 2026).

3 *Rio Grande LNG Train 6, LLC*, Application for Long-Term Authorization to Export Liquefied Natural Gas to Free Trade Agreement Countries and Non-Free Trade Agreement Countries, Docket No. 26-67-LNG (June 11, 2026).

4 15 U.S.C. § 717b.

terminal, located along the Brownsville Ship Channel in Cameron County, Texas ("Authorized RGLNG Terminal").[5] In the Application, RGLNG 6 requested authorization to export LNG to any country which has, or in the future develops, the capacity to import LNG via ocean going carrier and with which the United States either (i) has a free trade agreement ("FTA") requiring national treatment for trade in natural gas ("FTA Countries") or (ii) lacks an FTA requiring national treatment for trade in natural gas but with which trade is not prohibited by U.S. law or policy ("Non-FTA Countries"), on a non-additive basis. RGLNG 6 requested that the term for each authorization commence at first commercial export and extend until the later of December 31, 2050, or twenty years following the date of first commercial export.[6]

In a related proceeding, on May 26, 2026, RGLNG 6 filed a corresponding application with the Federal Energy Regulatory Commission ("FERC" or "Commission") in Docket No. CP26-532-000 for authorization to site, construct and operate the Rio Grande LNG Expansion Project.[7] RGLNG 6 anticipates that DOE will participate as a cooperating agency in the environmental review process to be conducted under the National Environmental Policy Act ("NEPA")[8] as part of the Commission's review of the Project (with FERC serving as the lead agency).

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5 The Authorized RGLNG Terminal is being sited, constructed, and will be operated by Rio Grande LNG, LLC, Rio Grande LNG Train 4, LLC and Rio Grande LNG Train 5, LLC, affiliates of RGLNG 6. *Rio Grande LNG, LLC & Rio Bravo Pipeline Company, LLC*, 169 FERC ¶ 61,131 (2019), *modified*, *Rio Grande LNG, LLC & Rio Bravo Pipeline Company, LLC*, 183 FERC ¶ 61,046 (2023), *further modified*, *Rio Grande LNG, LLC, Rio Grande LNG Train 4, LLC & Rio Grande LNG Train 5, LLC*, 187 FERC ¶ 61,097 (2024), *further modified*, *Rio Grande LNG, LLC, Rio Grande LNG Train 4, LLC, Rio Grande LNG Train 5, LLC & Rio Bravo Pipeline Company, LLC*, 192 FERC ¶ 61,198 (2025). The Authorized RGLNG Terminal and the Project will be operated on an integrated basis.

6 *Application*, at 2. RGLNG 6 further requested authorization to continue exports during a make-up period of up to three years.

7 *Rio Grande LNG Train 6, LLC*, Application for Authorization Under Section 3 of the Natural Gas Act and Request for Expedited Review, Docket No. CP26-532-000 (May 26, 2026).

8 42 U.S.C. §§ 4321 *et seq*.

DOE published notice of the Application in the Federal Register on June 26, 2026, requiring that protests, motions to intervene, or notices of intervention, as applicable, and written comments be filed by August 25, 2026.[9] On August 25, 2026, Sierra Club, et al. filed the Protest with DOE, using previously rejected and recycled arguments, and raising stale and/or inaccurate information and claims. As demonstrated below, the Protest fails to put forth any credible evidence or claim to overcome the presumption in favor of authorization, and thus, the Protest should be rejected.

II.
ANSWER IN OPPOSITION

A. DOE should dismiss Sierra Club, et al.'s arguments regarding the scope of its authority and Categorical Exclusion B5.7.

In reviewing an application under Section 3(a) of the NGA, DOE limits its review to the export of the commodity itself and, absent extraordinary circumstances,[10] DOE may comply with its NEPA obligations through application of Categorical Exclusion B5.7.[11] Seeking to disrupt the clear settled practice governing review of LNG projects under Section 3 of the NGA, Sierra Club, et al. devote substantial discussion to DOE's delegation of authority to FERC to approve the siting, construction and operation of LNG terminals to argue that the adoption of Categorical Exclusion B5.7 "was premised on a legal error…."[12] DOE has previously addressed these arguments, and found that "based on its context and legislative history in the Energy Policy Act of 2005 … NGA

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9 Rio Grande LNG Train 6, LLC; Application for Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations, 91 Fed. Reg. 38,699 (June 26, 2026).

10 Despite claiming initially that "there are 'extraordinary circumstances' that preclude application of the categorical exclusion", *Protest*, at 6, Sierra Club, et al. fail to allege any extraordinary circumstances and do not even use the term "extraordinary circumstances" again in the Protest.

11 *See Venture Global CP2 LNG, LLC*, Order Denying Request for Rehearing of Final Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Countries, DOE/HGEO Order No. 5264-B, Docket No. 21-131-LNG, at 42 (Mar. 26, 2026) (hereinafter, "*Order No. 5264-B*").

12 *Protest*, at 7-10.

section 3(e) places its authority [over the siting and construction of LNG export facilities] directly in the FERC….”[13] Moreover, legal precedent supports DOE's decision to draw a "manageable line" with regard to its environmental review.[14]

Pursuant to DOE's delegation of authority under NGA Section 3, which as Sierra Club, et al. aptly note "has been in place for over 40 years" with "no examples of it producing unworkable outcomes,"[15] DOE "retained for itself the authority to authorize exports (and imports) of natural gas."[16] Thus, under NEPA, DOE is only obligated to consider "the environmental effects of vessel traffic associated with LNG exports,"[17] and, for more than half a decade, it has been DOE's formal position that "transport of natural gas by marine vessel normally does not pose the potential for significant environmental impacts."[18]

Although Sierra Club, et al. claim that Categorical Exclusion B5.7 is arbitrary "on its face and as applied here",[19] Sierra Club, et al. do not actually attempt to apply the categorical exclusion to the facts of the Project and simply attack the categorical exclusion on its face.[20] In response to similar arguments previously raised by the Sierra Club, DOE has held that such "criticism of DOE's ship traffic analysis does not establish that the categorical exclusion … is legally inadequate."[21] As the courts have now consistently recognized, "[i]n order to comply with its

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13 *Order No. 5264-B*, at 42.

14 *See Seven County Infrastructure Coalition v. Eagle County*, 605 U.S. 168, 190 (2025) ("even if the reviewing court in such a case might think that NEPA would support drawing a different line, a court should defer to an agency so long as the agency drew a reasonable and 'manageable line.'") (cleaned up).

15 *Protest*, at 9.

16 *Sierra Club v. DOE*, 134 F.4th 568, n.2 (D.C. Cir. 2025).

17 *See Order No. 5264-B*, at 43.

18 National Environmental Policy Act Implementing Procedures, 85 Fed. Reg., 78,197, 78,198 (Dec. 4, 2020).

19 *Protest*, at 5.

20 *See Protest*, at 5, 7-10 & 15-16.

21 *Order No. 5264-B*, at 44.

NEPA obligations, an agency will invariably make a series of fact-dependent, context-specific, and policy-laden choices about the depth and breadth of its inquiry[,]" and courts "will affirm those choices so long as they fall within a broad zone of reasonableness."[22]

Given DOE has appropriately delegated to FERC the authority to review and approve the siting, construction and operation of LNG terminals, and DOE is entitled to substantial deference in its application of the categorical exclusion to the Project,[23] Sierra Club, et al.'s unsupported claims should be dismissed.

B. DOE is not required by the NGA or NEPA to evaluate upstream and downstream environmental effects.

Attempting to evade clearly contrary precedent from the U.S. Supreme Court finding that federal agencies are not required to consider upstream and downstream environmental effects under NEPA,[24] Sierra Club, et al. seek to bootstrap to the NGA previously rejected NEPA claims. In this regard, the Protest falsely claims that "DOE's NGA obligation to consider environmental effects in general ***includes a specific obligation to consider upstream and downstream environmental effects***."[25] Therefore, the Protest asserts, "[b]ecause DOE's NGA authority requires DOE to consider effects of DOE's export authorization on gas supply (and, by extension, production), and because DOE choses [*sic*] to consider global strategic issues as part of its NGA

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[22] *For a Better Bayou v. FERC*, ___ F.4th ____, 2026 WL 2484310 at *12 (D.C. Cir. Aug. 25, 2026) (quoting *Seven County Infrastructure Coalition v. Eagle County*, 605 U.S. 168, 182-83 (2025)) (internal quotation marks omitted).

[23] *See Order No. 5264-B*, at 44; *see also Seven County*, 605 U.S. at 185 ("The bedrock principle of judicial review in NEPA cases can be stated in a word: Deference.").

[24] *See Seven County*, 605 U.S. at 189 ("[N]othing in NEPA required the [agency] to go further and study environmental impacts from upstream or downstream projects separate in time or place from the [proposed project's] construction and operation"); *see also id.* at 174 ("Under NEPA, the [agency's] EIS did not need to address the environmental effects of upstream oil drilling or downstream oil refining. Rather, it needed to address only the effects of the [proposed project].").

[25] *Protest*, at 11 (emphasis added).

analysis, NEPA requires a commensurately broad analysis of environmental effects."[26] These claims are meritless and contrary to settled law.

Despite Sierra Club, et al.'s brazenly unsupported assertion that the NGA "includes a specific obligation" to consider upstream and downstream effects, Section 3(a) of the NGA simply requires that DOE "shall issue such order upon application, unless … it finds that the proposed exportation … will not be consistent with the public interest."[27] Both DOE and the courts have made abundantly clear that DOE is not required to consider upstream and downstream environmental effects associated with the export of natural gas.[28]

Although Section 3(a) of the NGA provides DOE with broad discretion in evaluating the public interest, DOE has correctly found that "the statute does not identify any environmental criteria that DOE is required to consider in evaluating the public interest."[29] As the U.S. Court of Appeals for the District of Columbia Circuit ("D.C. Circuit") recently remarked, whether a project proposed under Section 3 of the NGA "will be inconsistent with the public interest is a fact-bound inquiry that does not easily lend itself to bright-line rules."[30] Consistent with such precedent, DOE "begins its review from the position that it will — indeed, that it must — authorize [the exports] unless the presumption is rebutted."[31] As DOE has already found that "[u]pstream, downstream,

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[26] *Protest*, at 12.

[27] 15 U.S.C. § 717b(a).

[28] *Order No. 5264-B*, at 24 ("DOE is clearly not 'required' by NGA section 3(a) to consider the upstream and downstream environmental effects of proposed exports[.]"); *see also Sierra Club v. DOE*, 134 F.4th 568, 575 (D.C. Cir. 2025) ("the impacts of downstream emissions in foreign countries are not reasonably foreseeable and so any alleged failure to quantify those impacts does not amount to a violation of NEPA. Nor does the alleged failure to weigh those impacts overcome the presumption in section 717b(a) in favor of granting export authorization.").

[29] *Order No. 5264-B*, at 23.

[30] *For a Better Bayou v. FERC*, ___ F.4th ____, 2026 WL 2484310 at *6 (D.C. Cir. Aug. 25, 2026).

[31] *See id.* at *5.

and cumulative environmental effects are beyond the scope of DOE's authority under NGA Section 3(a)[,]"[32] the Protest's unsupported claims should be rejected.

C. DOE should dismiss the Protest's unsupported claims regarding price impacts from LNG exports.

In many respects, Sierra Club, et al. raise no new arguments or information specifically opposing the Rio Grande LNG Expansion Project. This is particularly true with respect to the proposed exports' alleged impact on domestic natural gas prices. The Protest borrows (almost entirely) from prior protests filed at DOE and reiterates and/or recycles the same arguments and information Sierra Club has raised in pleadings opposing numerous other LNG projects.[33] For example, the Protest mistakenly refers to the Application "as the largest-volume single export application ever presented to DOE,"[34] a clear holdover from Sierra Club's protest of the application for the Plaquemines Expansion Project.[35] As a result, many of the issues raised in the Protest have already been addressed and rejected by DOE and the courts, as detailed below.

First, Sierra Club, et al. once again claim, without proffering any evidence, that authorizing exports of LNG will "lead consumers to pay higher prices than they otherwise would," and contend that "DOE must consider the effects of these price impacts and their distributional impacts…."[36]

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32 *Order No. 5264-B*, at 43; *see also id.* at 25 ("Upstream, Congress assigned responsibility for regulating 'the business of transporting and selling natural gas for ultimate distribution' elsewhere. The provisions of the NGA do 'not apply . . . to the facilities used for such distribution or the production or gathering of natural gas.' Downstream, the statute likewise contemplates no authority over 'ultimate public consumption.' Indeed, once the act of 'export' is complete and the issue becomes one of foreign use, there is a presumption against the extraterritorial application of federal law.") (internal citations omitted).

33 *Compare Plaquemines Expansion, LLC*, Healthy Gulf, Louisiana Bucket Brigade, and Sierra Club's Motion to Intervene and Protest of Application, Docket No. 25-143-LNG, at 9-15 (Feb. 13, 2026) with *Protest*, at 17-22 (raising nearly identical arguments).

34 *Protest*, at 21-22.

35 *See Plaquemines Expansion, LLC*, Healthy Gulf, Louisiana Bucket Brigade, and Sierra Club's Motion to Intervene and Protest of Application, Docket No. 25-143-LNG, at 14-15 (Feb. 13, 2026) ("The proposed exports, **as the largest-volume single export application ever presented to DOE**, would significantly contribute to this affordability crisis and, therefore, should be rejected.") (emphasis added).

36 *Protest*, at 17.

As DOE has repeatedly held in response to Sierra Club raising this same issue in other proceedings, this is clearly not the case, and the assertion remains contrary to clear DOE and court precedent.[37] The D.C. Circuit has previously upheld DOE's determination that, "given that exports will benefit the economy as a whole and absent stronger record evidence on the distributional consequences, [DOE] could not say that . . . exports were inconsistent with the public interest on these grounds."[38] As has been the case in many prior proceedings, Sierra Club, et al. have failed to present any evidence or analysis regarding the distributional consequences of authorizing LNG exports from the Project. Therefore, this claim should be rejected.

Second, Sierra Club, et al. continue to raise domestic price impacts as a dispositive factor rebutting the public interest of LNG exports. However, DOE has previously found that "[i]ncreased 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."[39] Sierra Club, et al. claims, citing to the "recent" (February 2026) Short-Term Energy Outlook ("STEO") from the U.S. Energy Information Administration ("EIA"), that the EIA has forecasted "that natural gas prices

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[37] *See, e.g., Corpus Christi Liquefaction, LLC, et al.*, Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations, DOE/HGEO Order No. 5391, Docket No. 23-46-LNG, at 43 (Feb. 26, 2026) ("The D.C. Circuit, however, previously rejected an argument by Sierra Club that DOE 'erred by failing to consider distributional impacts' when evaluating the public interest under NGA section 3(a). Moreover, neither Public Citizen nor Sierra Club have provided an analysis of distributional consequences of authorizing LNG exports at the household level to support their concerns."); *Order No. 5264-B*, at 14-17 (noting "DOE explored these price impacts on a distributional basis" and found that the "projected impact for the lowest income group corresponds to a 0.01% to 0.22% increase[.]"); *Freeport LNG Expansion, L.P., et al.*, Order Granting Long-Term Authorization To Export Liquefied Natural Gas To Non-Free Trade Agreement Nations, DOE/FECM Order No. 4961, Docket No. 21-98-LNG, at 61 (Mar. 3, 2023) (explaining that the D.C. Circuit had held that DOE had "adequately addressed" concerns regarding distributional impacts); *Magnolia LNG LLC*, Order Amending Long-Term Authorization to Export Liquified Natural Gas to Non-Free Trade Agreement Nations, DOE/FECM Order No. 3909-C, Docket No. 13-132-LNG, at 49 (Apr. 27, 2022) ("[T]he D.C. Circuit rejected Sierra Club's argument that DOE 'erred by failing to consider distributional impacts' when evaluating the public interest under NGA section 3(a).").

[38] *Sierra Club v. DOE*, 703 Fed.App'x. 1, at *3 (D.C. Cir. 2017) (quotations omitted).

[39] *See* U.S. Dep't of Energy, Office of Fossil Energy & Carbon Management, *Energy, Economic, and Environmental Assessment of U.S. LNG Exports: Response to Comments*, at 46 (May 19, 2025) (hereinafter, "*Response to Comments*").

at Henry Hub will increase from $3.53 in 2025 to $4.31 in 2026, and further increase to $4.38 in 2027" due to LNG exports.[40] However, the EIA has revised this forecast a half-dozen times since the issuance of the STEO cited by Sierra Club, et al., and significantly, the August 2026 STEO forecasts that natural gas prices at Henry Hub will ***fall*** from the 2025 average, down to $3.44 for 2026 and $3.31 for 2027.[41] The continued decline in domestic natural gas prices while LNG exports continue to reach record levels, from 14.2 Bcf per day at the beginning of 2025 up to an estimated 19.6 Bcf per day by the end of 2027,[42] supports DOE's prior finding that export-driven impacts on domestic natural gas prices are negligible and do not render proposed exports inconsistent with the public interest.[43]

D. The Protest fails to demonstrate that the proposed exports from the Project will not be consistent with the public interest.

Ultimately, Sierra Club, et al.'s Protest fails to affirmatively rebut the presumption that exports from the Rio Grande LNG Expansion Project to Non-FTA Countries are not inconsistent with the public interest. As detailed in the Application, the proposed exports will serve the public interest by helping support and stabilize the domestic energy market, facilitating energy security for U.S. allies who are diversifying away from unstable energy suppliers, improving the U.S. balance of trade, and resulting in significant employment and economic benefits for the local, state and national economies. Such benefits will be achieved all while providing foreign allies and trading partners with a cleaner, more cost-effective and reliable energy supply alternative and helping the U.S. meet its economic and security commitments.

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40 *Protest*, at 18-19 (citing U.S. Energy Info. Admin, *Short-Term Energy Outlook – February 2026*, at pp. 2-3 (Feb. 10, 2026), *available at* https://www.eia.gov/outlooks/steo/archives/feb26.pdf).

41 U.S. Energy Info. Admin, *Short-Term Energy Outlook – August 2026*, at p. 4 (Aug. 6, 2026), *available at* https://www.eia.gov/outlooks/steo/archives/aug26.pdf.

42 *Id.* at tbl. 5a (U.S. Natural Gas Supply, Consumption, and Inventories).

43 *See Response to Comments*, at 46-48.

DOE's review of applications for exports to Non-FTA Countries focuses on: "(i) the domestic need for the LNG proposed to be exported, (ii) whether the proposed exports pose a threat to the security of domestic natural gas supplies, (iii) whether the arrangement is consistent with DOE's policy of promoting market competition, and (iv) any other factors bearing on the public interest as determined by DOE",[44] such as international and environmental impacts. Furthermore, Executive Order 14154 directs DOE, in evaluating the public interest of LNG exports, to "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."[45] As noted above, and further explained in RGLNG 6's Application, the LNG exports proposed in this proceeding satisfy DOE's public interest analysis factors and Executive Order 14154.

As the courts have noted, Section 3 of the NGA "is 'not neutral' but rather demonstrates a clear congressional preference for authorization[,]" and courts have "long held that Section 3 establishes a 'presumption' in favor of authorization."[46] Moreover, as noted above, DOE must "begin[] its review from the position that it will — indeed, that it must — authorize [the exports] unless the presumption is rebutted."[47] The D.C. Circuit has explained that opponents must show, affirmatively, that approving the exports is inconsistent with the public interest, and that "[s]atisfying that standard requires a petitioner to do more than simply produce some evidence of

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[44] *See Southern LNG Company, L.L.C.*, Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations, DOE/HGEO Order No. 5404, Docket No. 23-109-LNG, at 23 (Apr. 2, 2026).

[45] Exec. Order No. 14154, Unleashing American Energy, 90 Fed. Reg. 8,353, § 8 (Jan. 29, 2025).

[46] *For a Better Bayou v. FERC*, 2026 WL 2484310 at *5; *see also, e.g., Sierra Club v. FERC*, 145 F.4th 74, 87 (D.C. Cir. 2025); *Sierra Club v. DOE*, 134 F.4th 568, 572-73 (D.C. Cir. 2025); *Ctr. for Biological Diversity v. FERC*, 67 F.4th 1176, 1188 (D.C. Cir. 2023); *Sierra Club v. DOE*, 867 F.3d 189, 203 (D.C. Cir. 2017); *EarthReports, Inc. v. FERC*, 828 F.3d 949, 953 (D.C. Cir. 2016); *W. Va. Pub. Servs. Comm'n v. DOE*, 681 F.2d 847, 856 (D.C. Cir. 1982).

[47] *For a Better Bayou v. FERC*, 2026 WL 2484310 at *5.

harm."[48] Here, Sierra Club, et al. have failed to articulate *any* specific evidence that the exports of LNG from the Project will not be consistent with the public interest. As a result, and in light of the foregoing, DOE should find that the LNG exports proposed in this proceeding are not inconsistent with, and will in fact serve, the public interest.

III.
CONCLUSION

WHERFORE, for the reasons discussed herein, RGLNG 6 requests that DOE accept this Answer and reject the arguments raised by the Protest.

Respectfully submitted,

/s/ Lisa M. Tonery
Lisa M. Tonery
Mariah T. Johnston
Jacob I. Cunningham
Anna K. Simon
Attorneys for
Rio Grande LNG Train 6, LLC

Dated: September 9, 2026

48 *Id.* (citing *Sierra Club v. DOE*, 867 F.3d 189, 203 (D.C. Cir. 2017) ("holding the petitioner failed to overcome the presumption in favor of exports even assuming the environmental effects of the exports were 'significant'") (cleaned up)).

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list in this proceeding.

Dated at New York, N.Y., this 9th day of September, 2026.

/s/ Dionne McCallum-George
Dionne McCallum-George
Senior Executive Assistant on behalf of
Rio Grande LNG Train 6, LLC

VERIFICATION

State of Texas

County of Harris

BEFORE ME, the undersigned authority, on this day personally appeared Vera de Gyarfas, who, having been by me first duly sworn, on oath says that she is the General Counsel and Corporate Secretary for NextDecade Corporation and is duly authorized to make this Verification; that she has read the foregoing instrument and that the facts therein stated are true and correct to the best of her knowledge, information and belief.

____
Vera de Gyarfas
General Counsel and Corporate Secretary

SWORN TO AND SUBSCRIBED before me on the 8th day of September, 2026.

JAMMY R BRATLIE
Notary ID #129104814
My Commission Expires
November 17, 2028

____

Name: Jammy Bratlie

Title: Notary Public

My Commission expires: Nov 17, 2028